BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, DECEMBER 6, 2022 – 6:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706
(MEETING CAN BE VIEWED AT WWW.MYTREASUREISLAND.ORG)

- MEETINGS CAN BE VIEWED AT MYTREASUREISLAND.ORG AND ON LOCAL CHANNEL 644 -

MEETING NOTICE AND AGENDA

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

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 and Workshop Minutes of October 18, 2022
10 18 2022 board-of-commissioners_regular meeting minutes_summary.docx
10 18 2022 board-of-commissioners_workshop minutes_summary.docx

H. CONSENT AGENDA

PRESENTATIONS

Presentation from the Pinellas County Construction Licensing Board (PCCLB)

I. ITEMS OF BUSINESS

I.1 Quasi Judicial Proceeding - 2nd Reading and Public Hearing - Ordinance 2022-15, Final Plat for "Treasure Island Townhomes"
1. Ordinance 2022-15.docx
2. Exhibit A - Treasure Island Townhomes Final Plat.pdf
3. Existing Boundary Survey.pdf
4. Attorney's Opinion of Title.pdf
5. P&Z Order - Recommend Approval.pdf
6. Legal Ad.pdf

I.2 2nd Reading and Public Hearing - Ordinance 2022-14, Amending Chapter 66 - "Floodplain Management"
1. Ordinance 2022-14.docx
2. LPA Resolution 2022-06.pdf
3. Legal Ad.pdf

I.3 Adopt Ordinance No. 2022-20 Amending Section 3.09, Ordinances and Resolutions in General and Section 3.10 Emergency Ordinances, First Reading
Ordinance 2022-20 (municipcal borrowing) (02306710-2).docx

I.4 Adopt Ordinance No. 2022-21, Amending Article IV Administration, Section 4.10 Finance of City Charter, First Reading
Ordinance 2022-21 - (restricting municipal borrowing, language amendment) (02307417-2).docx

I.5
Resolution 2022-13, a five-year contract extension for banking services with BankUnited, N.A.

First Amendment to Banking Services Agreement_BankUnited.pdf
Res 2022-13 Banking_Contract_ Extension.docx
17-124, Original Banking Services Agreement.pdf
Banking Services RFP 1617-18.pdf

I.6 Signed Piggyback Agreement with Exhibit A and Work Authorization
Signed Piggyback Agreement with Exhibit A and Work Authorization
Exhibit B - Consultant Proposal.pdf

I.7 Spending Authority for FY23 As-Needed "Handyman Services"

I.8 Approve extending Contract # CP-17-18-02, to Suskey Consulting, now a.k.a. Schumaker for State Lobbying Services.
SKM_C450i22112916210.pdf
State Lobbying Services.pdf

I.9 Establish 2023 City Commission Meeting Schedule
Proposed_2023_City_Commission_Meeting_Schedule v2.docx

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. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the Commission Regular and Workshop Minutes of October 18, 2022
BACKGROUND:	.
POLICY/PURPOSE:	.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	I move to approve the Commission Regular and Workshop Minutes of October 18, 2022, as written.

ATTACHMENTS:
10 18 2022 board-of-commissioners_regular meeting minutes_summary.docx
10 18 2022 board-of-commissioners_workshop minutes_summary.docx

CITY OF TREASURE ISLAND

REGULAR MEETING OF THE BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 18, 2022 – 6:00 PM
CITY HALL AUDITORIUM
120 108TH AVENUE

MINUTES

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

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Present	Mayor J. Tyler Payne	
	Commissioner John Doctor	District 2
	Commissioner Saleene Partridge	District 3
Absent	Commissioner Deb Toth	District 1
	Commissioner Beth Wetzel	District 4

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

The regular and workshop agendas were approved as presented.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Hurricane Ian Deployment Commendations Deputy Chief Tom Brennan, FF/PM Sawyer Keller and FF/EMT Travis DeBerry

Fire Chief Trip Barrs presented the Exemplary Fire Performance Award to Deputy Chief Tom Brennan, FF/PM Sawyer Keller, and FF/EMT Travis DeBerry and Medal of Valor to FF/EMT Travis DeBerry for their support and heroic actions during Hurricane Ian Deployment.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Greg Tong, Commander of Sons of The American Legion Post 158 invited everyone to the Veterans Day Parade, on Sunday, November 13, 2022, at 11:00 a.m. from Treasure Bay and ending at the Community Center. No registration required. The Post will have a Veterans Day ceremony on November 11, 2022, beginning at 11:00 a.m.

F. COMMISSIONER REPORTS

Commissioner Doctor thanked city staff and residents for all their hard work following Hurricane Ian.

Commissioner Partridge encouraged residents to keep checking the city website for events. Ms. Partridge shared that this is a season for giving and reminded of Dominique Reiter's passion of giving and to find a way to give a little bit more.

Mayor Payne invited everyone to attend the Trick or Treat Trail on Friday, October 28, 2022, at Treasure Bay and Barktoberfest on Sunday October 30, 2022, from 11:00 a.m. to 2:00 p.m. at the John Morroni Memorial Dog Park at Rosselli Park

G. APPROVAL OF MINUTES

G.1 Approval of the Commission Regular and Workshop Minutes of August 16, 2022

Motion: Commissioner Partridge moved to approve the Regular and Workshop Minutes of August 16, 2022, as written. Upon second by Commissioner Doctor, the vote on the motion was unanimous in favor. **The motion passed 3-0**.

H. CONSENT AGENDA

None

I. ITEMS OF BUSINESS

I.1 Ocean Allies Introduction by Sheri Heilman, Founder/Chair

Sheri Heilman introduced Ocean Allies and their work. Ocean Allies works with businesses of all kinds to help them take steps to become ocean friendly. Depending upon the business, that could mean helping them find vendors for compostable cups and take-out containers, eliminating plastic straws and utensils, and identifying places where reusable\ equipment like refillable soap dispensers could replace less sustainable items.

Ms. Heilman shared how Ocean Allies project took off and dozens of local restaurants and small businesses have joined the movement, from small cafes to large resorts and from private schools to hair and yoga salons. We go in and conduct an audit to see what they're doing well, what they need to avoid and how we can help them be more ocean friendly.

Ms. Heliman offered to organize a weeklong beach cleanup. City Commission thanked Ms. Heilman for her time and presentation.

I.2 City's Branding Initiative Update

SM&E was awarded the contract to perform the City's Branding Initiative. Laura Canary SM&E, project manager, and Em Schaefer, graphic artist, introduced themselves and provided an update on the City's Branding project and the status.

It was noted that this brand identity project is not replacing the current City Seal. The project website, Treasure Island, FL Identity Design will be the hub for all the branding development.

- Complete the Survey: Branding Survey released on September 20, 2022
- Idea Wall: Share your ideas released on September 20, 2022
- Attend an Event: Barktoberfest to be held on October 30, 2022, 11:00 a.m. to 2:00 p.m. at Rosselli Park

City Commission thanked Ms. Canary and Ms. Schaefer for the presentation and look forward to the feedback and insights from the community.

I.3 Bicycle Facilities on the Treasure Island Causeway Presentation

Forward Pinellas Executive Director Whit Blanton presented the item for City Commission's consideration to Bicycle Facilities on the Treasure Island Causeway.

Mr. Blanton explained that Forward Pinellas received a request for information regarding the use of Shared Lane Markings, commonly referred to as sharrows, on the Treasure Island Causeway. Memorandum dated September 27, 2022, provided context on the evolution of bicycle infrastructure, relevant design standards and stat laws, existing conditions along Treasure Island Causeway, and proposed trail improvements for the Treasure Island Causeway.

Following discussion, Commissioner Doctor and Commissioner Partridge were not in favor of moving forward with this request due to safety concerns. Mayor Payne directed staff to schedule for a discussion at the next workshop, so Commissioner Toth and Commissioner Wetzel have an opportunity to hear about this request.

I.4 Gulf Beaches Public Library Annual Service Contract

City Manager Amy Davis presented the item for City Commission's consideration to approve Annual Service Contract with the Gulf Beaches Public Library from October 1, 2022, through September 30, 2023.

Motion: Commissioner Partridge moved to approve and authorize the Mayor to execute the Service Contract for the period of October 1, 2022, through September 20, 2023, for library services with the Gulf Beaches Public Library. Upon second by Commissioner Doctor, the vote on the motion was unanimous in favor. **The motion passed 3-0**.

I.5 Resolution 2022-11, Accept the Florida Communities Trust 2018-19 Funding Cycle Grant for the Purchase of Isle of Palms Park

Parks & Recreation Director Cathy Hayduke presented the item for City Commission's consideration to execute a grant agreement with the Florida Department of Environmental Protection for the purchase of the Isle of Palms Park.

Ms. Hayduke explained that funds became available when another project sponsor withdrew their application. The City of Treasure Island has committed to provide

$122,581,80 or 30% of the project cost, whichever is lower. Acceptance of this grant will require the forever use of the Isle of Palms Parks as an open, green, and recreational space.

Motion: Commissioner Partridge moved to approve Resolution 2022-11, Accepting the Florida Communities Trust 2018-19 Funding Cycle Grant for the Purpose of Isle of Palms Park. Upon second by Commissioner Doctor, the vote on the motion was unanimous in favor. **The motion passed 3-0**.

I.6 Approve the Replacement of Public Safety Vehicles for Police and Fire/EMS from Garber Ford

Assistant Finance Director Mike Munger presented the item for City Commission's to approve the replacement of Public Safety Vehicles for Police and Fire/EMS from Garber Ford.

Motion: Commissioner Partridge moved to approve the City Manger's Purchase Authority up to $265,000 for replacement of six (6) City public safety vehicle from Garber Ford sourced from the Florida Sheriff's Association contract. Upon second by Commissioner Doctor, the vote on the motion was unanimous in favor. **The motion passed 3-0**.

I.7 Authorize the City Manager's Purchase Authority for building services to M.T. Causley and Joe Payne, Inc. in the amount of $425,000 for FY 2023

Community Development Director Kathy Gademer presented the item for City Commission's consideration and approval to authorize the City Manager's purchase authority for up to $425,000 for building services for fiscal year 2023.

The City entered contracts with M.T. Causley on June 16, 2022, and Joe Payne, Inc on May 18, 2021, for building services to include building official administration, building inspectors, plan examiners and the ability to provide other services such as permit technicians, code enforcement, and city planners on an as-needed basis. Each contract has a duration of five years with two one-year optional renewals by mutual agreement, provided the City has the stability of a multi-year contract.

The adopted FY2023 budget includes $425,000 for civil engineering services under the Building Fund.

Motion: Commissioner Partridge moved to approve and authorize the City Manager purchase authority for up to $425,000 M.T. Causley and Joe Payne, Inc for building services for FY 2023. Upon second by Commissioner Doctor, the vote on the motion was unanimous in favor. **The motion passed 3-0**.

I.8 Authorize the City Manager's Purchase Authority for civil engineering services of up to $45,000 for FY2023

Community Development Director Kathy Gademer presented the item for City Commission's consideration and approval to authorize the City Manager's purchase authority for up to $45,000 for civil engineering for fiscal year 2023.

On November 6, 2018, the City entered contracts with SEPI Engineering & Construction, Inc., Applied Sciences, and Cardno. Their contracts provide the City for "as needed engineering services" for a 5-year period.

The adopted FY2023 budget includes $45,000 for civil engineering services under the Building Fund.

Motion: Commissioner Partridge moved to approve and authorize the City Manager purchase authorization for up to $45,000 for civil engineering services for FY2023. Upon second by Commissioner Doctor, the vote on the motion was unanimous in favor. **The motion passed 3-0**.

J. ADJOURNMENT

The meeting adjourned at 7:20 p.m.

CITY OF TREASURE ISLAND

REGULAR MEETING OF THE BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 18, 2022 – 6:00 PM
CITY HALL AUDITORIUM
120 108TH AVENUE

MINUTES

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

A. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan had no report.

City Manager Amy Davis reported that Emergency work being performed by Duke Energy will be completed in the next week and that the restoration should be completed in the following 2 weeks.

City Manager Davis expressed gratitude to the commission, residents, and shared credit with city staff and said Fire Chief/Assistant City Manager and Emergency Operations Coordinator (EOC) Trip Barrs and Public Information Officer Jason Beisel efforts were tremendous and truly appreciated.

Mayor and Commissioners thanked city staff that conducted operations throughout the storm and to the residents who stayed safe.

B. DISCUSSION

B.1 PUBLIC HEARING Ordinance 2022-14, 1st Reading to amend Chapter 66 - "Floodplain Management"

The purpose of this item is for the Commission to review the proposed amendments to Chapter 66, Floodplain Management. The is to allow the city to the accept market value appraisals for permitting purposes if construction has already started, provided the market value of the building or structure is the market value prior to the start of construction.

Principal Planner Jamie Viveiros presented the proposed amendments in Ordinance 2022-14 which would allow the City to accept retrospective appraisals in the event construction has already started.

Ms. Viveiros explained that this is not to encourage work without a permit rather, this would provide an alternative option for determining market value that is in line with the intent of the National Flood Insurance Program. Each situation is unique, and there is no single process that can encompass all the factors that are considered when evaluating a permit application (scope of work, how far into the project they are, value of structure, materials used, etc.).

The proposed amendments have received preliminary approval from the State Floodplain Management Office. The City's ISO/Community Rating System (CRS) Specialist confirmed the proposed amendments would have no impact to the City's CRS rating, as it is not a higher regulatory standard.

The Local Planning Agency (LPA) voted to recommend approval of the ordinance at the September 15, 2022, LPA meeting.

Following discussion, there was consensus to move Ordinance 2022 14 forward for consideration to a first public hearing.

C. PUBLIC COMMENT

There were no public comments.

D. ADJOURNMENT

The meeting adjourned at 7:47 PM.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Kathryn Younkin, Community Development
ITEM TYPE:	Presentations
AGENDA SECTION:	PRESENTATIONS
SUBJECT:	Presentation from the Pinellas County Construction Licensing Board (PCCLB)
BACKGROUND:	The PCCLB is a resource to the Community Development Department and to City of Treasure Island residents ensuring access is restricted to unlicensed contractors and illegal building development.
POLICY/PURPOSE:	The purpose of this presentation is to provide information from the Pinellas County Construction Licensing Board (PCCLB) on construction licensing and explain the collaboration between the PCCLB and the City. The goal is that the presentation will provide education on the enforcement process to the general public.
STRATEGIC PLAN RELEVANCE:	Goal 2: Maintain a Safe Community. Objective: Provide meaningful outreach programs.
ANALYSIS/DISCUSSION:	Presentation by the PCCLB
FUNDING:	.
MOTION:	For informational purposes

ATTACHMENTS:

AGENDA ITEM NO. I.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Jamie Viveiros, Community Development
ITEM TYPE:	Public Hearings
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Quasi Judicial Proceeding - 2nd Reading and Public Hearing - Ordinance 2022-15, Final Plat for "Treasure Island Townhomes"
BACKGROUND:	The proposed development site consists of two parcels (12304 Lagoon Ln. and the vacant parcel to the south) which abut Boca Ciega Bay. There is an existing single-family dwelling that was constructed in 1938 at 12304 Lagoon Ln. The adjacent parcel to the south is vacant. The preliminary plat was approved by the Planning and Zoning Board on September 15, 2022. The proposed site plan for the townhouse development was approved by the Planning and Zoning Board on October 20, 2022.
POLICY/PURPOSE:	The purpose of Ordinance 2022-15 is to approve the final plat for "Treasure Island Townhomes", consisting of three townhouse lots and a common lot. The City's code requires an ordinance for any subdivision of land, therefore, requiring City Commission approval.
STRATEGIC PLAN RELEVANCE:	Financial and Economic Development Goal 1: Foster a vibrant business community.
ANALYSIS/DISCUSSION:	The final plat meets the criteria set forth in Treasure Island Code of Ordinances - Sec. 74-132 Final Plats and Florida Statutes - Chapter 177. The final plat has been reviewed by the City's engineering consultant, SEPI Inc. and the City

Attorney.

On October 20, 2022, the Planning and Zoning Board voted to recommend approval of Ordinance 2022-15, Final Plat for Treasure Island Townhomes, with the following conditions:
1. Upon second reading and adoption of the proposed ordinance by City Commission, the applicant shall submit two mylars to the City for signatures prior to recording.
2. Prior to a building permit being issued for construction, a subdivision plat shall be recorded with the County Clerk of the Circuit Court, per Treasure Island Code of Ordinances Sec. 68-490(3).
3. The subdivision plat shall be recorded with the County Clerk of the Circuit Court within 90 days of approval by City Commission, per Treasure Island Code of Ordinances Sec. 74-132(8).
4. Prior to issuance of a C.O., an association will own Lot 4, wherein owners of Lots 1, 2 and 3 are members of that association.

FUNDING: N/A

MOTION: I move to approve/deny Ordinance 2022-15, Final Plat for "Treasure Island Townhomes", at this second reading and public hearing.

ATTACHMENTS:
1. Ordinance 2022-15.docx
2. Exhibit A - Treasure Island Townhomes Final Plat.pdf
3. Existing Boundary Survey.pdf
4. Attorney's Opinion of Title.pdf
5. P&Z Order - Recommend Approval.pdf
6. Legal Ad.pdf

ORDINANCE NO. 22-15

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

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

WHEREAS, the owner and developer, 2101 TI 12304 Lagoon Lane LLC, submitted an application to the City of Treasure Island to review the final plat in August 2022; and

WHEREAS, on October 20, 2022, the Planning and Zoning Board voted to recommend approval of the Treasure Island Townhomes Final Plat to the City Commission, with the conditions that upon second reading and adoption, the applicant shall submit two mylars to the City for signature, that prior to a building permit being issued for construction, the final plat be recorded with the county clerk of the circuit court within 90 days of approval by City Commission, and that prior to issuance of a C.O., an association will own Lot 4, wherein owners of Lots 1, 2 and 3 are members of that association; and

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

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

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

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

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

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

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

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

SECTION 5. EFFECTIVE DATE.
This ordinance shall take effect immediately upon its final passage, and any amendments to the Land Development Regulations proposed by this Ordinance.

FIRST READING and PUBLIC HEARING on the _____ day of _____, 2022.

SECOND READING and PUBLIC HEARING on the _____ day of _____, 2022.

PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2022.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2022 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

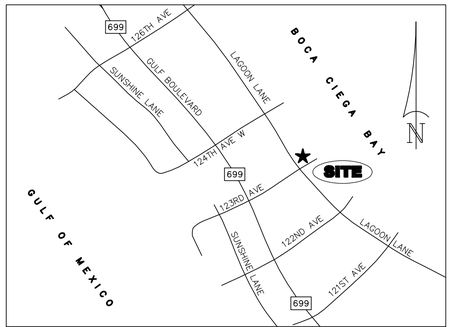
Ordinance 2022-15

Exhibit “A”

PB , PG

TREASURE ISLAND TOWNHOMES

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



VICINITY MAP (Not to Scale)

DESCRIPTION

PARCEL 1:

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

PARCEL 2:

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

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

DEDICATION

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

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

OWNER

WJ DEVELOPERS

BY: WJ DEVELOPMENT HOLDINGS, LLC
LIMITED LIABILITY COMPANY

_____ _____ _____
JIM DONATELLI – MANGER WITNESS SIGNATURE WITNESS NAME PRINTED

_____ _____
WITNESS SIGNATURE WITNESS NAME PRINTED

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2022 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED _____, MEMBER OF TREASURE ISLAND TOWNHOMES, TO BE KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE HEREON CERTIFICATE OF DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HER OWN FREE ACT AND DEED, AS SUCH OFFICER, FOR THE USES AND PURPOSES THEREIN MENTIONED.

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

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

_____ _____
SIGNATURE OF NOTARY PUBLIC PRINT NAME OF NOTARY PUBLIC
STATE OF FLORIDA AT LARGE OR PLACE STAMP OR SEAL HERE

CERTIFICATE OF APPROVAL OF THE CITY COMMISSION

APPROVED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA, THIS ____DAY OF _____, 2022. PROVIDED THAT THIS PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, WITHIN 90 DAYS FROM DATE OF THIS APPROVAL.

_____
MAYOR – COMMISSIONER

_____
CITY CLERK – –

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA }
COUNTY OF PINELLAS } SS

I, KEN BURKE, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGES _____, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS ____DAY OF _____, 2022.

_____ _____
KEN BURKE, CLERK DEPUTY CLERK
PINELLAS COUNTY, FLORIDA

CERTIFICATE OF APPROVAL OF THE REVIEWING SURVEYOR

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

_____ _____
FREDERICK S. BACHMANN DATE
PROFESSIONAL LAND SURVEYOR NO. 5174
DEUEL & ASSOCIATES, A SEPI COMPANY
565 S. HERCULES AVENUE
CLEARWATER, FL 3376

SURVEYOR'S CERTIFICATE:

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

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

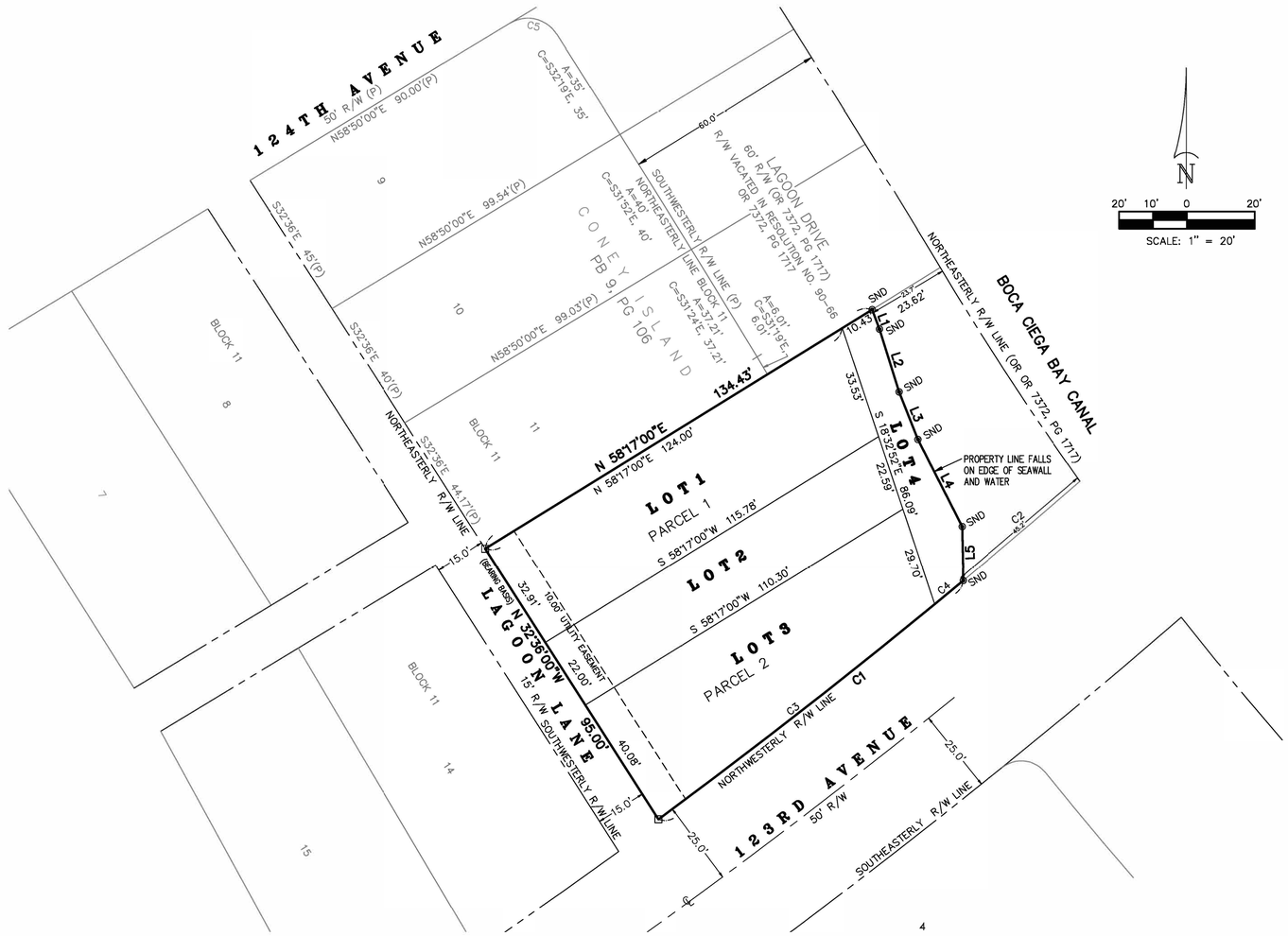
POLARIS *ASSOCIATES INC.*
PROFESSIONAL SURVEYING LB 6113
2165 SUNNYDALE BOULEVARD SUITE D
CLEARWATER, FLORIDA 33765
(727) 461–6113

5379–01 *SHEET 1 OF 2*

PB , PG

TREASURE ISLAND TOWNHOMES

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



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

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

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

SURVEYOR'S NOTES

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

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

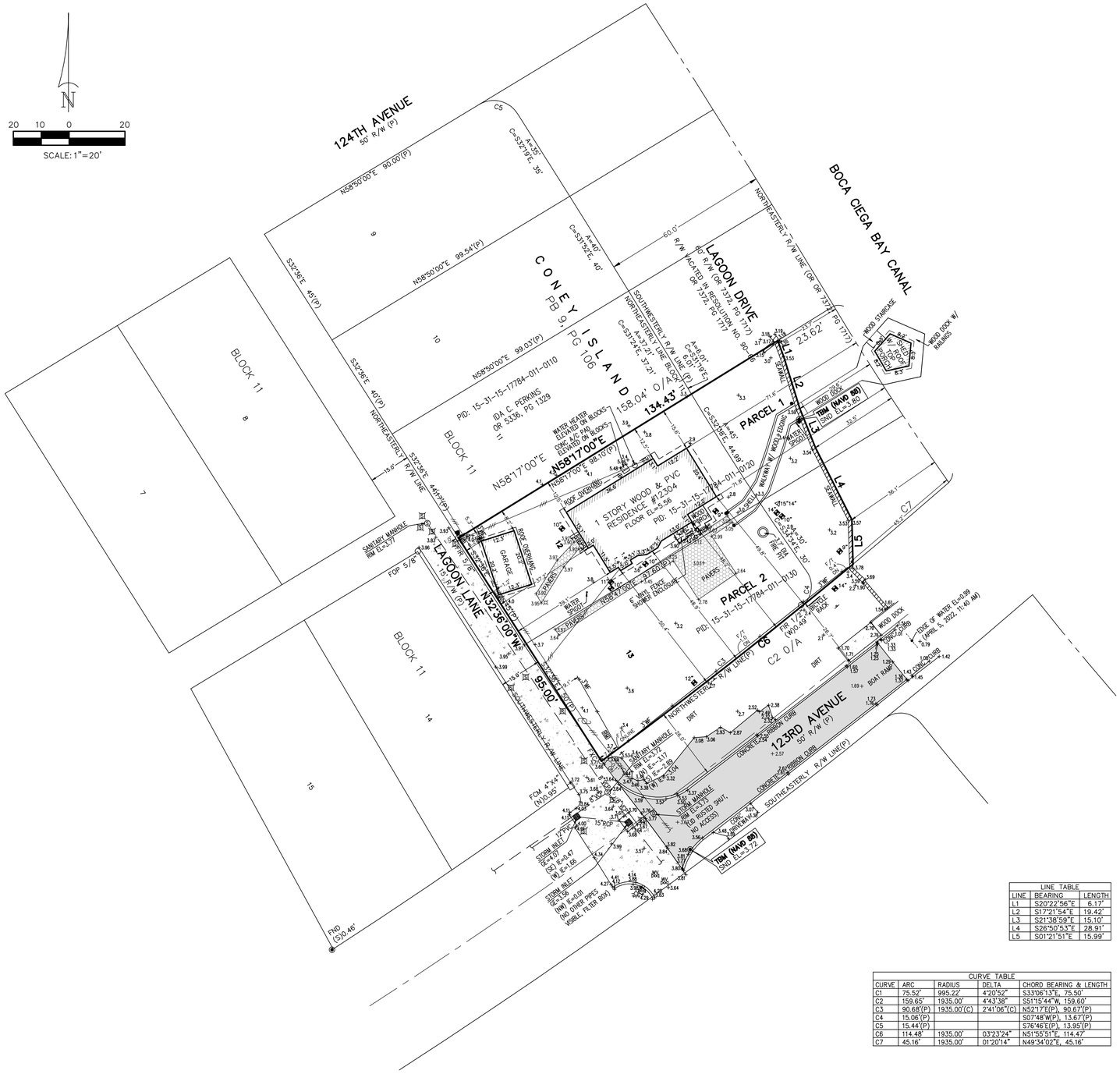
3. ALL PLATTED UTILITY EASEMENTS MUST PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE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

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

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

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

5379-01


N
20 10 0 20
SCALE: 1"=20'
124TH AVENUE
50' R/W (P)
N58°50'00"E 90.00'(P)
C5
C=S32°19'E, 35'
A=35'
9
N58°50'00"E 99.54'(P)
S32°36'E 45'(P)
C=S31°52'E, 40'
A=40'
10
N58°50'00"E 99.03'(P)
S32°36'E 40'(P)
NORTHEASTERLY R/W LINE
BLOCK 11
8
7
11
PID: 15-31-15-17784-011-0110
IDA C. PERKINS
OR 5336, PG 1329
CONEY ISLAND
PB 9, PG 106
LAGOON DRIVE
50' R/W (OR 737, PG 1717)
LOCATED IN RESOLUTION NO. 60-01
OR 372, PG 1117
NORTHEASTERLY R/W LINE (OR OR 737, PG 1717)
60.0'
BOCA CIEGA BAY CANAL
SOUTHWESTERLY R/W LINE
NORTHEASTERLY LINE BLOCK 11
C=S31°24'E, 37.21'
A=37.21'
C=S31°10'E, 6.01'
A=6.01'
158.04' O/A
134.43'
N58°17'00"E
N58°17'00"E 98.10'(P)
WATER HEATER ELEVATED ON BLOCKS
AIR COND. ELEVATED ON BLOCKS
1 STORY WOOD & PVC RESIDENCE #12304
FLOOR ELs=5.56
PID: 15-31-15-17784-011-0120
PARCEL 1
PARCEL 2
PID: 15-31-15-17784-011-0130
WOOD DOCK
WOOD STAIRCASE
WOOD DOCK W/ RAILINGS
TBM (NAVD 88)
SND ELs=5.60
SEAWALL
WOOD DOCK
WOOD DOCK W/ RAILINGS
L1
L2
L3
L4
L5
C7
S26°50'53"E 28.91'
S01°21'51"E 15.99'
S17°21'54"E 19.42'
S21°38'59"E 15.10'
S20°22'56"E 6.17'
ROOF OVERHANG
ROOF OVERHANG
GARAGE
FFE=7.30
FFE=7.30
PAVERS
PAVERS
WATER SPIGOT
WATER SPIGOT
WOOD FENCE
WOOD FENCE
WOOD FENCE

JOHNSON POPE BOKOR RUPPEL & BURNS, LLP

COUNSELORS AT LAW

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

TAMPA ▪ CLEARWATER ▪ ST. PETERSBURG

FILE NO. 153068

OPINION OF TITLE

TO: City Treasure Island

RE: Proposed plat of TREASURE ISLAND TOWNHOMES

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

Parcel # 1:

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

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

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

Exceptions:

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

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

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

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

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

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

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

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

Submitted this 6 day of September, 2022.

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

STATE OF FLORIDA
COUNTY OF PINELLAS

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

My Commission Expires:

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

Jennifer Lynn Mejia

Print Name: Jennifer Lynn Mejia

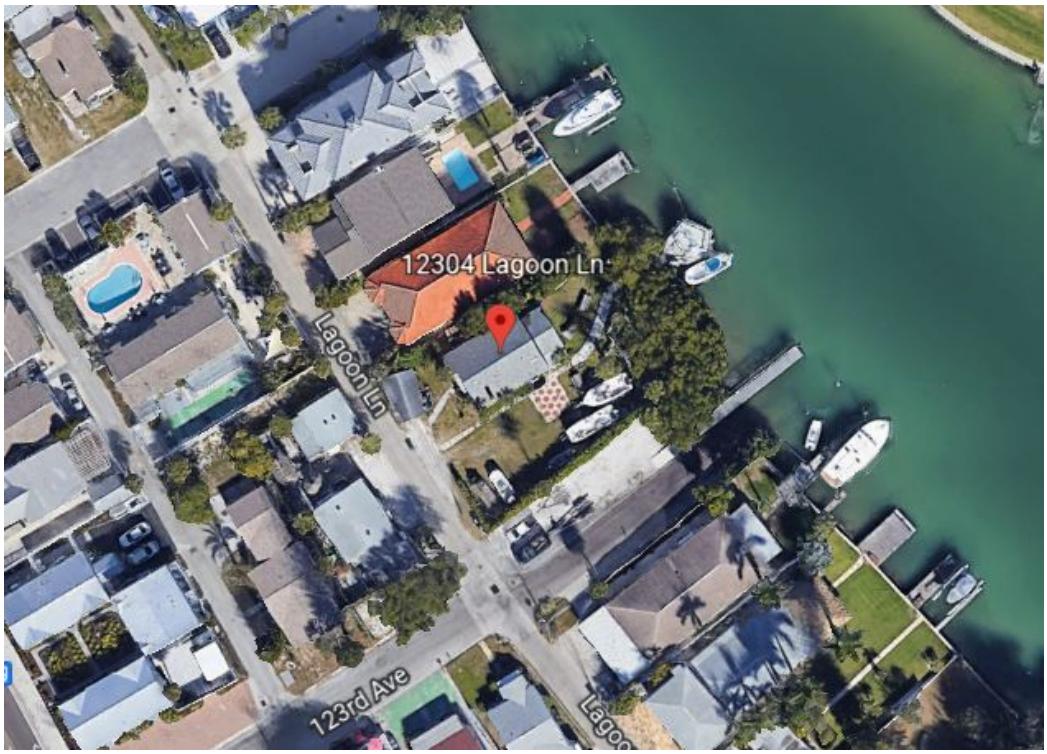
NOTARY PUBLIC

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

CASE NO. PLAT-000282-2022
STAFF REPORT
THURSDAY, OCTOBER 20, 2022 AT 2:00 P.M.

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

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



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

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

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

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

GENERAL INFORMATION:

Land Use: Residential Medium

Zoning: RM-15 (Multiple-Family Residential)

Adjacent Property (Use):

North: 12308 Lagoon Ln. – Single-Family Dwelling

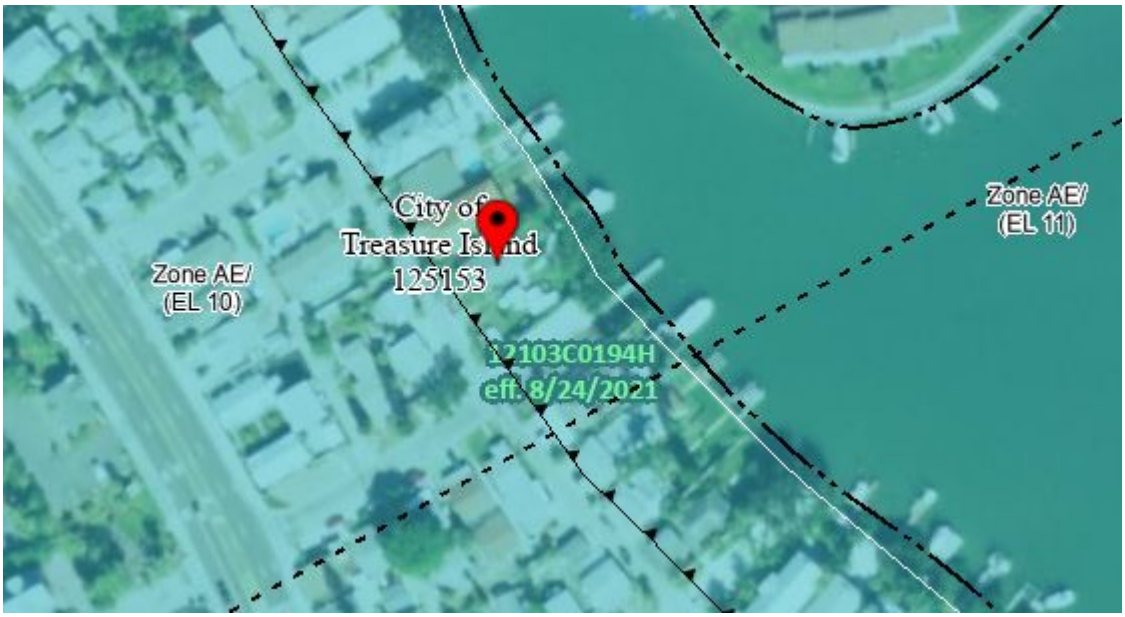
West: 112 123rd Ave. – Single-Family Dwelling

South: 123 123rd Ave. – Duplex Dwelling

East: Boca Ciega Bay

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

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



PROPERTY HISTORY:

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

The applicant has submitted a final plat application to subdivide two existing parcels into three townhouse lots and a common area for the proposed “Treasure Island Townhomes” development. The final plat application is to follow the Planning and Zoning Board’s approval of the preliminary plat application (PLAT-000238-2022).

The applicant attended the required pre-application conference on February 8, 2022. The applicant has addressed all preliminary comments provided by staff, or they have been included as recommended conditions of approval herein.

The final plat has been reviewed and approved by the City’s Building Official, and the engineering consultant, SEPI, Inc.

TREASURE ISLAND CODE OF ORDINANCES:

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

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

ARTICLE V. – PLATS

Sec. 74-103. - Utility easements.

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

ANALYSIS OF LAND DEVELOPMENT REGULATIONS:

The criteria for reviewing a preliminary plat is contained in the City of Treasure Island Land Development Regulations - Section 74-132, as follows.

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

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

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

Scale – 1’ = 20”

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

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

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

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

(3) Sufficient data to determine readily and reproduce accurately on the ground the location, bearing, and length of every street and alley line, lot line, easement boundary line, block line, and building line whether straight or curved. This shall include the radius, arcs and chords of all curves. All linear dimensions shall be given

in feet and hundredths thereof, and angular dimensions shall be of comparable accuracy within the limits of good surveying practice;

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

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

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

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

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

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

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

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

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

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

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

STAFF RECOMMENDATION:

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

1. Upon second reading and adoption of the proposed ordinance by City Commission, the applicant shall submit two mylars to the City for signatures prior to recording.
2. Prior to a building permit being issued for construction, a subdivision plat shall be recorded with the county clerk of the circuit court, per Treasure Island Code of

Ordinances Sec. 68-490(3). The Community Development Department is unable to accept a building permit application until new parcel numbers have been assigned.
3. The subdivision plat shall be recorded with the county clerk of the circuit court within 90 days of approval by City Commission, per Treasure Island Code of Ordinances Sec. 74-132(8).

OCTOBER 20, 2022
PLANNING AND ZONING BOARD
DEVELOPMENT ORDER

CASE NO.: PLAT-000282-2022
LOCATION: 12304 LAGOON LN. & VACANT PARCEL TO SOUTH
PARCEL ID: 15-31-15-17784-011-0120 & 15-31-15-17784-011-0130

The Planning & Zoning Board has made a motion to:

[X] RECOMMEND APPROVAL TO CITY COMMISSION

[ ] RECOMMEND DENIAL TO CITY COMMISSION [ ] CONTINUE

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

CONDITIONS:

1. Upon second reading and adoption of the proposed ordinance by City Commission, the applicant shall submit two mylars to the City for signatures prior to recording.
2. Prior to a building permit being issued for construction, a subdivision plat shall be recorded with the county clerk of the circuit court, per Treasure Island Code of Ordinances Sec. 68-490(3). The Community Development Department is unable to accept a building permit application until new parcel numbers have been assigned.
3. The subdivision plat shall be recorded with the county clerk of the circuit court within 90 days of approval by City Commission, per Treasure Island Code of Ordinances Sec. 74-132(8).
4. Prior to issuance of a C.O., an association will own Lot 4, wherein owners of Lots 1, 2 and 3 are members of that association.

Ross Sanchez, Vice Chair
Planning & Zoning Board

10/20/22
Date

0000257451-01

Tampa Bay Times
Published Daily

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

Before the undersigned authority personally appeared **Courtney Freeh** 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. 2022-15** was published in said newspaper by print in the issues of: **11/16/22** or by publication on the newspaper's website, if authorized, on

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

Signature Affiant

Sworn to and subscribed before me this **11/16/2022**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

Notary Public State of Florida
Jill A Harrison
My Commission
HH 203074
Exp. 12/6/2025

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City Commission of the City of Treasure Island, Florida proposes to adopt the following Ordinance, which is applicable citywide:

ORDINANCE NO. 2022-15

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

The 2nd reading and public hearing of this ordinance will be held Tuesday, December 6, 2022, 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. A copy of this ordinance is available for inspection in the Office of the City Clerk between the hours of 8:00 AM and 4:30 PM Monday through Friday.

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

11/16/2022 0000257451-01

AGENDA ITEM NO. I.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 6, 2022

SUBMITTED BY: Jamie Viveiros, Community Development

ITEM TYPE: Public Hearings

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: 2nd Reading and Public Hearing - Ordinance 2022-14, Amending Chapter 66 - "Floodplain Management"

BACKGROUND: The language in the Treasure Island Code of Ordinances, Chapter 66 - Floodplain Management is based on the state's model floodplain ordinance, which many municipalities throughout Pinellas County and Florida have adopted. This Chapter includes language for reviewing permits for substantial improvement (the "50% Rule") and determining market value through PCPAO or a private appraisal. As with any Code, each municipality interprets and enforces these regulations in their own way.

Historically, City staff interpreted the Code to read that if using an appraisal to provide market value instead of using PCPAO, that appraisal had to be obtained prior to the start of construction. In the event that any construction project started without a permit and the applicant had not obtained an appraisal before the construction started, the only option for determining market value was to use the Just Value assigned by Pinellas County Property Appraiser's Office (PCPAO).

In recent months, the City has received a number of permits in which applicants had started construction without a permit or exceeded the scope of an existing permit, and then obtained a retrospective appraisal. A retrospective appraisal is one obtained after construction has begun but that looks back to determine the market value of the structure prior to the start of any improvements. Staff discussed this matter with the State Floodplain Management Office (SFMO), who confirmed that

FEMA is not concerned with when the appraisal itself is obtained, but only that the market value of the appraisal be the market value prior to the start of any construction.

POLICY/PURPOSE: The purpose of the proposed amendments to Chapter 66 is to allow the City to accept market value appraisals for permitting purposes in the event that construction has already started, provided the market value of the building or structure is the market value prior to the start of construction.

STRATEGIC PLAN RELEVANCE: Environmental Sustainability Road Map
Goal 1: Become an Environmentally Sustainable Community

ANALYSIS/DISCUSSION: After discussion with the SFMO, it is now understood we as a municipality can be intentional about the direction we wish to go in regarding use of appraisals for market value. We have the option to revise the language in our Code so that going forward it is clear that the City will accept retrospective appraisals after construction has started, or we will not accept appraisals after construction has started.

The proposed amendments in Ordinance 2022-14 would allow the City to accept retrospective appraisals in the event construction has already started. This is not to encourage work without a permit. Rather, this would provide an alternative option for determining market value that is in line with the intent of the National Flood Insurance Program. Accepting retrospective appraisals for after-the-fact permits does not exempt a property owner or contractor from obtaining building permits as required by law. It also does not guarantee an after-the-fact permit will be under the improvement threshold. Each situation is unique, and there is no single process that can encompass all of the factors that are considered when evaluating a permit application (scope of work, how far into the project they are, value of structure, materials used, etc.).

The proposed amendments have received preliminary approval from the State Floodplain Management Office. The City's ISO/Community Rating System (CRS) Specialist confirmed the proposed amendments would have no impact to the City's CRS rating, as it is not a higher regulatory standard.

The Local Planning Agency voted to recommend approval of the ordinance at the September 15th LPA meeting and this item was discussed at the October 4th Commission Workshop.

FUNDING: N/A

MOTION: I move to approve/deny Ordinance 2022-14 amending Chapter 66 - "Floodplain Management" at this second and final reading

and public hearing.

ATTACHMENTS:
1. Ordinance 2022-14.docx
2. LPA Resolution 2022-06.pdf
3. Legal Ad.pdf

ORDINANCE NO. 2022-14

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 66 "FLOODPLAIN MANAGEMENT" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING SECTION 66-103.4 "SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATIONS" TO ALLOW FOR MARKET VALUE APPRAISALS TO BE PROVIDED AFTER THE START OF CONSTRUCTION SO LONG AS THE MARKET VALUE IN THE APPRAISAL IS THE MARKET VALUE OF THE BUILDING OR STRUCTURE BEFORE THE START OF CONSTRUCTION; REVISING ARTICLE II "DEFINITIONS" TO REFLECT THAT MARKET VALUE MEANS THE ACTUAL CASH VALUE OF THE STRUCTURE BEFORE THE START OF CONSTRUCTION OR BEFORE DAMAGE HAS OCCURRED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Treasure Island was accepted for participation in the National Flood Insurance Program (NFIP) on May 7, 1971, and the City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Local Planning Agency for the City met on September 15, 2022 and recommends approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission has determined it is in the best interest of the public to adopt regulations that are consistent with FEMA policies and the NFIP to accept market value appraisals in the event construction has started without a required permit, provided that the market value in the appraisal is the market value of the building or structure before the start of the construction.

NOW THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA 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 66-103.4 – Substantial improvement and substantial damage determinations, of the Code of Ordinances of the City of Treasure Island, Florida is hereby amended to read as follows:

Sec. 66-103.4 - Substantial improvement and substantial damage determinations.
For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

(1) ~~Estimate~~ Determine the market value or require the applicant to obtain an appraisal of the market value~~. prepared by a qualified independent appraiser,~~ In the case of improvements, the market value of the building or structure shall be the market value before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred ~~and before any repairs are made~~;

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

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

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

SECTION 3.
That Article II – Definitions, of Chapter 66 Floodplain Management of the Code of Ordinances of the City of Treasure Island, Florida is hereby amended to read as follows:

***

Market value. The value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the actual cash value of the structure before the start of construction (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser, or the "Just Value" of the structure, developed by the Pinellas County Property Appraiser's Office (PAO) for Ad Valorem taxation purposes, adjusted to approximate market value, as determined by the PAO. In the case of repair, the market

value shall be the actual cash value of the structure before the damage occurred as determined by a qualified independent appraiser, or the "Just Value" of the structure, developed by the Pinellas County Property Appraiser's Office (PAO) for Ad Valorem taxation purposes, adjusted to approximate market value, as determined by the PAO.

***

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. CODIFICATION.
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 Ordinance to accomplish such intention. *** identifies the remaining provision of the Code is unchanged. 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 in order to accomplish such intention.

SECTION 7. EFFECTIVE DATE.
This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the _____ day of _____, 2022.

SECOND READING and PUBLIC HEARING on the _____ day of _____, 2022.

PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2022.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2022 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

LOCAL PLANNING AGENCY
RESOLUTION NO. 2022-06

A RECOMMENDATION TO THE CITY OF TREASURE ISLAND CITY COMMISSION FOR THE APPROVAL OF AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 66 "FLOODPLAIN MANAGEMENT" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING SECTION 66-103.4 "SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATIONS" TO ALLOW FOR MARKET VALUE APPRAISALS TO BE PROVIDED AFTER THE START OF CONSTRUCTION, IF THE MARKET VALUE IS THE MARKET VALUE OF THE BUILDING OR STRUCTURE BEFORE THE START OF CONSTRUCTION; REVISING ARTICLE II "DEFINITIONS" TO REFLECT THAT MARKET VALUES MEANS THE ACTUAL CASH VALUE OF THE STRUCTURE BEFORE THE START OF CONSTRUCTION OR BEFORE DAMAGE HAS OCCURRED.

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of proposed land development regulation amendments; and

WHEREAS, on September 15, 2022, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on September 15, 2022, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2022-14 amending Chapter 66, Floodplain Management, and has considered the information received at said public hearing; and

WHEREAS, on September 15, 2022, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2022-14 to the City Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, Florida, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Land Development Regulations, as set forth in Exhibit "A", Ordinance 2022-14, with the recommendation to approve said amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 15TH DAY OF SEPTEMBER, 2022.

TREASURE ISLAND LOCAL PLANNING AGENCY

09-15-2022

Richard Harris, Chair
Local Planning Agency

Date

0000257397-01

Tampa Bay Times
Published Daily

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

Before the undersigned authority personally appeared **Judy Allen** 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. 2022-14** was published in said newspaper by print in the issues of: **11/16/22** 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.

Judy Allen

Signature Affiant

Sworn to and subscribed before me this .**11/16/2022**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

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

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City Commission of the City of Treasure Island, Florida proposes to adopt the following Ordinance, which is applicable citywide:

ORDINANCE NO. 2022-14

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 66 "FLOODPLAIN MANAGEMENT" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING SECTION 66-103.4 "SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATIONS" TO ALLOW FOR MARKET VALUE APPRAISALS TO BE PROVIDED AFTER THE START OF CONSTRUCTION SO LONG AS THE MARKET VALUE IN THE APPRAISAL IS THE MARKET VALUE OF THE BUILDING OR STRUCTURE BEFORE THE START OF CONSTRUCTION; REVISING ARTICLE II "DEFINITIONS" TO REFLECT THAT MARKET VALUE MEANS THE ACTUAL CASH VALUE OF THE STRUCTURE BEFORE THE START OF CONSTRUCTION OR BEFORE DAMAGE HAS OCCURRED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The 2nd reading and public hearing of this ordinance will be held Tuesday, December 6, 2022, 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. A copy of this ordinance is available for inspection in the Office of the City Clerk between the hours of 8:00 AM and 4:30 PM Monday through Friday.

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.

11/16/2022 0000257397-01

AGENDA ITEM NO. I.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Jennifer Cowan, Administration
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Adopt Ordinance No. 2022-20 Amending Section 3.09, Ordinances and Resolutions in General and Section 3.10 Emergency Ordinances, First Reading
BACKGROUND:	The Commission reviewed the recommendations of the Charter Review Committee at the May 24, 2022 and June 7, 2022 workshops and have provided direction to place some of the recommendations on the ballot of the March 14, 2023 Municipal Election.
POLICY/PURPOSE:	Consider Ordinance No. 2022-20 to amend the City Charter and set the ballot language for a referendum question on the March 14, 2023, Municipal Election based on the Charter Review recommendations and after review by City Commission.
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	The proposed amendment by the Charter Review Committee amending Section 3.09, Ordinances and Resolutions in general and Section 3.10 Emergency Ordinances of the Charter of the City of Treasure Island, FL to allow municipal borrowing by resolution, instead by ordinance. City Staff, the City's Bond Counsel and the City's Financial Advisor proposed change to the Charter to lessen the time it takes to get authorization by the Commission for the City to enter into an agreement to finance a project. By lessening the time, it will allow the City to respond to proposals that have may have timeframes that are less that the time it would take to

	get an ordinance passed.
FUNDING:	March election costs are 1 card ballot = $1,835.90, 2 card ballot = $2,987.86. The legal ad for the ordinance is estimated to run $1,000 -$1,200.
MOTION:	I move to adopt / deny Ordinance 2022-20 at this first reading and schedule a 2nd and final reading on December 20, 2022.

ATTACHMENTS:
Ordinance 2022-20 (municipcal borrowing) (02306710-2).docx

ORDINANCE NO. 2022-20

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING SECTION 3.09, ORDINANCES AND RESOLUTIONS IN GENERAL, AND SECTION 3.10, EMERGENCY ORDINANCES, OF THE CHARTER OF THE CITY OF TREASURE ISLAND, FLORIDA, TO ALLOW MUNICIPAL BORROWING BY RESOLUTION, INSTEAD OF BY ORDINANCE; PROVIDING FOR A CITYWIDE REFERENDUM ELECTION IN CONJUNCTION WITH THE NEXT SCHEDULED GENERAL ELECTION ON MARCH 14, 2023 FOR THE ELECTORATE OF THE CITY OF TREASURE ISLAND, FLORIDA TO DETERMINE WHETHER THE CITY'S CHARTER SHOULD BE AMENDED TO ALLOW FOR MUNICIPAL BORROWING BY THE ADOPTION OF A RESOLUTION, INSTEAD OF REQUIRING THE ADOPTION AN ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 6.01 of the Charter of the City of Treasure Island provides for the appointment of a Charter Review Committee ("Committee") to review and make recommendations to the City Commission of proposals for charter amendments; and

WHEREAS, pursuant to such charter provisions, the City Commission has appointed a Committee, the Committee met and submitted a proposal for Charter amendments to the City Commission; and

WHEREAS, one of the proposed amendments by the Committee is to remove the requirement of an ordinance for authorizing municipal borrowing so that it may be conducted by resolution; and

WHEREAS, this change was recommended by City staff, City Bond Counsel, the City's financial advisors, and the Committee based on the desire for the City to be able to respond timely and accept interest rates in a matter of weeks instead of a month or more; and

WHEREAS, the City Commission studied the Committee's proposals and the City Commission desires to amend to the Charter contingent upon a vote of the electorate by referendum.

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

SECTION 1. That the City Commission of the City of Treasure Island, Florida does hereby adopt a proposal to amend the City Charter of the City of Treasure Island, Florida by amending Article III, Legislative, by amending Section 3.09 Ordinance and Resolutions In General, as follows:

Section 3.09 – Ordinances and resolution in general.
"Ordinance" means an official, legislative action of the commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

"Resolution" means an expression of the board of commissioners concerning matters of administration, expression of a temporary character, or a provision for the disposition of a particular item of the administration business of the board of commissioners.

(a) *Form*. Each ordinance or resolution, except [a] budget ordinance shall be introduced in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act, section, subsection, or paragraph of a section or subsection.
(b) *Procedure*. Ordinances shall be adopted in accordance with the procedures set forth by state law.
(c) *Effective date*. Except as otherwise provided in this Charter, every adopted ordinance shall become effective in accordance with the provisions as set forth by state law.
(d) *Action requiring an ordinance*. In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the city commission shall be by ordinance which:

(1) Adopt or amend an administrative code or establish or abolish any city department or agency;

(2) Establish a rule or regulation the violation of which carries a penalty;

(3) Levy taxes authorized by general law;

(4) Grant, renew or extend a franchise;

(5) Set service or user charges for municipal services or granting administrative authority for such charges by resolution;

~~(6) Authorize the borrowing of money not inconsistent with the limitations in the constitution and general law of the state and this Charter;~~

(6) Convey or lease or authorize by administrative action the conveyance or lease of any lands of the city not inconsistent with the limitations set forth in this Charter;

(7) Amend or repeal any ordinance previously adopted, except as otherwise provided in Article VII with respect to repeal of ordinances reconsidered under the referendum power.

SECTION 2. That the City Commission of the City of Treasure Island, Florida does hereby adopt a proposal to amend the City Charter of the City of Treasure Island, Florida by amending Article III, Legislative, by amending Section 3.10, Emergency ordinances, as follows:

Section 3.10 – Emergency ordinances.

To meet a public emergency affecting life, health, property or the public peace, the commission may adopt one or more emergency ordinances, but such ordinances shall not levy taxes, grant, renew, or extend a franchise, or set user or service charges for any municipal services ~~or authorize the borrowing of money~~ except as provided under the emergency appropriations provisions of this section.

a) *Form*. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.
b) *Procedure*. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of three (3) members of the commission shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.
c) *Effective date*. Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.
d) *Repeal*. Every emergency ordinance except emergency appropriations shall automatically stand repealed as of the sixty-first day following the date on which it was adopted, but this shall not prevent reenactment of the ordinance under regular procedures, or if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.
e) *Emergency appropriations*. The commission may make emergency appropriations in the manner provided in this section. To the extent that there are no available unappropriated revenues to meet such appropriations, the commission may by such emergency ordinance

authorize the issuance of emergency notes which may be renewed as necessary.

SECTION 3. In order to determine whether Article III, Sections 3.09 and 3.10 of the Charter of the City of Treasure Island, Florida shall be amended as shown in Sections 1 and 2 above, the following referendum question shall be presented to the electorate of the City of Treasure Island, Florida on a ballot in conjunction with the general election to be held on March 14, 2023;

Proposed Charter Amendment of Treasure Island, Florida Allowing Municipal Borrowing Through Resolution Instead of Ordinance

Shall Sections 3.09 and 3.10 of the City of Treasure Island, Florida's Charter be amended to allow for municipal borrowing by the adoption of a resolution instead of requiring the adoption by ordinance, as set out and proposed by the City of Treasure Island in Ordinance No. 2022-20?

_____ Yes (For the Amendment)

_____ No (Against the Amendment)

SECTION 3. If a majority of the electors actually voting on such question in the election conducted on March 14, 2023, vote "Yes" (For the amendment), then Sections 3.09 and 3.10 of the Charter of the City of Treasure Island, Florida shall be amended as reflected in Sections 1 and 2 above. If a majority of electors actually voting on such question in the election conducted on March 14, 2023, vote "NO" (Against the amendment), then this ordinance will not become effective and shall be of no further force and effect.

The remainder of this page is left blank intentionally

SECTION 4. This Ordinance shall take effect immediately upon its passage and any amendments to the Charter proposed by this Ordinance and approved by the electorate shall be effective the date after such referendum approving the amendments and certifying of such election.

FIRST READING:

SECOND READING AND PUBLIC HEARING:

PUBLISHED:

_____
Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

Election held on _____
Election certified by _____
on _____
Vote: FOR –
AGAINST –

00651236-3

AGENDA ITEM NO. I.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Jennifer Cowan, Administration
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Adopt Ordinance No. 2022-21, Amending Article IV Administration, Section 4.10 Finance of City Charter, First Reading
BACKGROUND:	The Commission reviewed the recommendations of the Charter Review Committee at the May 24, 2022 and June 7, 2022 workshops and have provided direction to place some of the recommendations on the ballot of the March 14, 2023 Municipal Election.
POLICY/PURPOSE:	Consider Ordinance 2022-21 to amend Article IV Administration, Section 4.10, Finance, of the Charter of the City of Treasure Island Island, Florida, to update outdated language, retain constitutional restrictions to municipal borrowing, and remove other restrictions to municipal borrowing.
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	The proposed amendment by the Charter Review Committee Amending Article IV Administration, Section 4.10, Finance of the Charter of the City of Treasure, Florida to update outdated language, retain constitutional restrictions to municipal borrowing, and remove other restrictions to municipal borrowing; The change to the requirements of what is included in the City Budget Document is to remove outdated language and reflect the current accounting standards.

	City Staff, City Bond Counsel, and the City's Financial Advisors recommended this change in order to put the City in the most competitive position possible when seeking financing by removing the outdated language in regards to how to evaluation financing proposals. The city staff will be preparing a debt policy to present the Commission for consideration to formulize the debt strategy and limits as it pertains to the City's debt. The Debt policy would be adopted by the Commission through a resolution or ordinance and be able reflect changes in strategy or practices to maintain relevance and modern practices to allow the City to respond to an opportunity in a reasonable timeframe.
FUNDING:	March election costs are 1 card ballot = $1,835.90, 2 card ballot = $2,987.86. The legal ad for the ordinance is estimated to run $1,000 -$1,200.
MOTION:	I move to adopt / deny Ordinance No 2022-21 at this first reading and schedule a 2nd and final reading on December 20, 2022.

ATTACHMENTS:

Ordinance 2022-21 - (restricting municipal borrowing, language amendment) (02307417-2).docx

ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING ARTICLE IV ADMINISTRATION, SECTION 4.10, FINANCE, OF THE CHARTER OF THE CITY OF TREASURE ISLAND, FLORIDA, TO UPDATE OUTDATED LANGUAGE, RETAIN CONSTITUTIONAL RESTRICTIONS TO MUNICIPAL BORROWING, AND REMOVE OTHER RESTRICTIONS TO MUNICIPAL BORROWING; PROVIDING FOR A CITYWIDE REFERENDUM ELECTION IN CONJUNCTION WITH THE NEXT SCHEDULED GENERAL ELECTION ON MARCH 14, 2023 FOR THE ELECTORATE OF THE CITY OF TREASURE ISLAND, FLORIDA TO DETERMINE WHETHER THE CITY'S CHARTER SHOULD BE AMENDED TO UPDATE REQUIREMENTS REGARDING THE CITY'S BUDGET TO REFLECT CURRENT ACCOUNTING STANDARDS AND REVISE THE PROVISIONS REGARDING MUNICIPAL BORROWING BY RETAINING THE CONSTITUTIONAL RESTRICTIONS AND DELETING OTHER RESTRICTIONS ON MUNCIPAL BORROWING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 6.01 of the Charter of the City of Treasure Island provides for the appointment of a Charter Review Committee ("Committee") to review and make recommendations to the City Commission of proposals for charter amendments; and

WHEREAS, pursuant to such charter provisions, the City Commission has appointed the Committee, the Committee met and submitted a proposal for Charter amendments to the City Commission; and

WHEREAS, one of the proposed amendments by the Committee is to amend charter language to remove antiquated language and provide for the current method of providing an annual budget and detailing the income and expenditures of the City owned or operated utilities and to remove the current language restricting municipal borrowing; and

WHEREAS, this change was recommended by City staff, City Bond Counsel, City's financial advisors, and the Committee based on the desire for the City to be in the most competitive position when conducting municipal borrowing so that it can obtain with the most advantageous terms when borrowing; and

WHEREAS, the Committee specifically recommended maintaining the constitutional restriction on borrowing in the Charter, but removing the other additional borrowing restrictions and adopting a municipal borrowing policy, which will contain additional borrowing restrictions; and

WHEREAS, the City Commission has studied the Charter Review Committee's proposals and the City Commission desires to amend the Charter contingent upon a vote of the electorate by referendum.

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

SECTION 1. That the City Commission of the City of Treasure Island, Florida does hereby adopt a proposal to amend the City Charter of the City of Treasure Island, Florida by amending Article IV, Administrative, by amending Section 4.10, Finance as follows:

Section 4.10 Finance

(a) *Budget, budget message*. The city manager shall submit the annual budget and budget message. ~~in a manner and form to be specified by ordinance.~~ The budget message shall outline proposed financial policies for the city for the ensuing fiscal year, shall take into consideration major changes from the current year of financial policies, expenditures and revenues and shall likewise take into consideration the city's debt position. In addition, the budget shall set out the following:

(1) Proposed expenditures for current operations during the ensuing fiscal year detailed by department, offices and agencies in terms of their respective work programs and the method of financing such expenditures.

(2) Proposed capital expenditures during the ensuing fiscal year detailed by departments, offices and agencies when practicable and the proposed method of financing such capital expenditures.

(3) ~~Anticipated net surplus for the ensuing~~ For each fiscal year of each utility owned or operated by the city ~~and the proposed method of its disposition with subsidiary budgets, for~~ each utility's ~~giving~~ detailed income and expenditure information ~~is to be attached as an appendix to~~ shall be included in the budget. The total of proposed future ~~commitments~~ expenditures in any one fiscal year shall not exceed the total of estimated revenue and fund balance ~~income.~~

(b) *Municipal borrowing.* The city commission shall exercise from time to time the full authority granted by the Constitution of the State of Florida and

Florida Statutes to borrow money, contract loans and issue bonds as defined by Florida Statutes; to finance the undertaking of any capital or other project for purposes permitted by the state constitution and may pledge the funds, credit, property and taxing power of the municipality for the payment of such debts and bonds. ~~The said borrowing power shall only be exercised upon an affirmative vote of four fifths (4/5) majority of the city commission and if required by the state constitution, by affirmative vote of the electors of the municipality, subject only to the following conditions:~~

~~(1) The outstanding debt of the city, excluding debt directly related to the Treasure Island Causeway, shall not exceed three and one half (3 ½) percent of the city's annual assessed valuation of the total taxable property within the City of Treasure Island. No single project shall be approved for debt financing by the city commission without an affirmative vote of the electors of the municipality, if the cost of said project shall exceed fifteen (15) percent of the three and one half (3 ½) percent debt limitation set out above.~~

~~(2) The total annual debt service of the city including required reserves but excluding all debt service revenue relating directly to the Treasure Island Causeway, shall never exceed twenty (20) percent of the annual total revenue of the city from all sources excluding causeway revenues and federal and state revenue sharing funds.~~

~~(3) In accepting any bid on the obligations of the city, the commission shall be required to accept the bid which produces the lowest net interest cost for the indebtedness incurred, but the commission shall have the power to refuse all bids.~~

~~(4) In the preparation of any bond, the commission shall give particular consideration to all factors that will achieve the highest possible rating of the national bond rating services and secure the lowest net interest cost for the indebtedness incurred.~~

SECTION 2. In order to determine whether Article IV, Administration, Section 4.10, Finance of the Charter of the City of Treasure Island, Florida shall be amended as shown in Section 1. above. The following referendum questions shall be presented to the electorate of the City of Treasure Island, Florida on a ballot in conjunction with the general election to be held on March 14, 2023

Proposed Charter Amendment of Treasure Island, Florida Revising Outdated Budget Language and Municipal Borrowing Restrictions.

Shall Section 4.10 of the City of Treasure Island, Florida's Charter be amended to update requirements regarding the City's budget to reflect current accounting standards and to revise the provisions regarding municipal borrowing retaining Florida constitutional restrictions and deleting other restrictions on borrowing by the City, all set out and proposed by the City of Treasure Island in Ordinance 2022-21?

_____ Yes (For the Amendment)

_____ No (Against the Amendment)

SECTION 3. If a majority of the electors actually voting on such question in the general election conducted on March 14, 2023, vote "Yes" (For the amendment) then Section 4.10 of the Charter of the City of Treasure Island, Florida shall be amended as reflected in Section 1 above. If a majority of the electors actually voting on such question in the election conducted on March 14, 2023 vote "No" (Against the amendment), then this Ordinance will not become effective and will be of not further force and effect.

The remainder of this page is left blank intentionally

SECTION 4. This Ordinance shall take effect immediately upon its passage and any amendments to the Charter proposed by this Ordinance and approved by the electorate shall be effective the date after such referendum approving the amendment and certifying of such election.

FIRST READING:

SECOND READING AND PUBLIC HEARING:

PUBLISHED:

_____
Tyler Payne , Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

Election held on _____
Election certified by _____
on _____
Vote: FOR –
AGAINST –

00651236-3

AGENDA ITEM NO. I.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 6, 2022

SUBMITTED BY: Junko Brown, Finance

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Resolution 2022-13, a five-year contract extension for banking services with BankUnited, N.A.

BACKGROUND:

The City originally entered in a three-year contract with two one-year contract extensions with BankUnited, N.A. for its banking services on December 5, 2017. The scope of work/service is specifically identified in the City's RFP # 1617-18, and the original contract was executed on December 5th, 2017.

BankUnited, N.A. is interested in extending the banking services agreement for five additional years.

POLICY/PURPOSE: To approve the Resolution 2022-13 and enter a 5-year contract extension with BankUnited, N.A. for providing banking services to the City.

STRATEGIC PLAN RELEVANCE: Goal 2: Maximize the utilization of the City's resources.

ANALYSIS/DISCUSSION: BankUnited, N.A. currently provides banking services for the City's operating accounts and money market account. While it is good to have a change of any service provider every now and then, a changing of a banking service provider is a laborious task with little benefits. For example, updating

automated payments and deposits can be very time-consuming, and payments and receipts can fall through and cause delays. Updating the city's financial system for a new banking service provider is also costly and time consuming as it requires changing processes and rewriting reports. Transitioning from one banking service provider to another provider can take anywhere from 3 to 10 months. Our current banking fee structure is ECR, which means that the bank balance in the account earns enough interests to offset the service fees. The City is required to keep $800,000 to $1,040,000 to earn enough interest revenue to cover the banking fees. Keeping the required balance has not been the issue for the city. Finally, City staff have been very happy with the prompt and responsive customer service.

FUNDING:

None. BankUnited, N.A. continues to offer Earnings Credit Rate (ERC) on the balance kept will offset the cost for banking services. The City invests available funds that are not required to offset the fees to a Public Funds Money Market Account. As of the end of October 2022 statement, the city earns 2.6% APY, which is $26,000 on $1M invested.

MOTION:

I move for the City Commission to approve / deny Resolution No. 2022-13 to enter a 5-year contract extension agreement with BankUnited, N.A. for providing banking services to the City.

ATTACHMENTS:

First Amendment to Banking Services Agreement_BankUnited.pdf
Res 2022-13 Banking_Contract_ Extension.docx
17-124, Original Banking Services Agreement.pdf
Banking Services RFP 1617-18.pdf

BankUnited, N.A.
Government Banking Division
One Metro Center
4010 Boy Scout Blvd. Ste 475
Tampa, FL 33607

November 21st, 2022

Junko Brown, CPA CGFO
Finance Director
City of Treasure Island
120 108th Avenue
Treasure Island, Florida 33706-4702

Re: **City of Treasure Island Banking Services Extension**

Dear Mrs/Ms. Junko Brown:

BankUnited, N.A. (the "Bank") is pleased to offer the City of Treasure Island, a municipality incorporated in the State of Florida (the "City") (collectively, the "Parties") a Five-year extension of the Contract Between the City of Treasure Island and BankUnited Pertaining to Banking Services entered into between the Parties on December 5th, 2017 (the "Agreement") commencing upon the expiration of the existing Agreement on December 5th, 2022, and terminating on December 5th, 2027 (the "Extension"). This letter agreement (the "Amendment") shall confirm the understanding by and between the Bank and the City with respect to the matters set forth herein. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. The Parties agree that the term of the Agreement is hereby extended through December 5th, 2027 (the "Extended Term"). The effective date of this Amendment is December 5th, 2022 (the "Effective Date").

2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

3. This Amendment and the Agreement embody the entire agreement between Bank and City. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

5. This Amendment shall be construed and governed by the laws of the State of Florida.

Please indicate your approval of the terms and provisions hereof by executing this Amendment in the space provided below and returning a fully executed copy to the attention of the undersigned. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute the same instrument. Delivery of executed signature pages by facsimile or electronic transmission will constitute effective and binding execution and delivery of this Amendment and shall have the same effect as the delivery of an original executed counterpart.

6. This Amendment shall be executed by the respective duly authorized officials, and shall take effect as of the Effective Date.

IN WITNESS WHEREOF, the City and Bank have signed this Amendment.

AMY OUELLETTE
Notary Public - State of Florida
Commission # GG 333164
My Comm. Expires Jun 13, 2023
Bonded through National Notary Assn.

BANKUNITED, N.A.

By: Emsley E. Hylton
Senior Vice President
Public Funds Treasury & Liquidity RM

Witness Name:

Witness Name:

CITY OF TREASURE ISLAND, FLORIDA

By: _____
City Manager

ATTEST:

By: _____
CITY CLERK-

We look forward to continuing to provide banking services to the City. Thank you for your business.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

RESOLUTION NO. 2022-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA APPROVING A FIVE-YEAR CONTRACT EXTENSION FOR BANKING SERVICES WITH BANKUNITED, N.A.; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City has 3 year contract with two 1- year contract extensions with the Bank United for the City's banking services ending on December 5, 2022; and

WHEREAS, BankUnited, N.A. is interested in extending the banking services agreement for five additional years; and

WHEREAS, it is estimated that the banking services provided will be at no cost to the City based on anticipated interest covering the costs; and

WHEREAS, the City Commission has determined to approve a 5-year contract extension is in the best interest of the city for banking services with BankUnited, N.A.

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

Section 1. The Commission authorizes the City Manager to execute a banking service agreement extension agreement for a period of five years with BankUnited, N.A. as attached and entitled City of Treasure Island Banking Services Extension (Exhibit 1)

Section 2. This Resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 6th day of December, 2022 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

RESOLUTION NO. 17-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A BANKING SERVICE AGREEMENT FOR A PERIOD OF THREE YEARS PLUS TWO ONE YEAR EXTENSIONS WITH BANK UNITED; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the current banking provider is not meeting the Finance Department's needs and it has been nearly five years since the last Request for Proposals (RFP) have been conducted for banking services; and

WHEREAS, a banking services RFP evaluation team consisting of staff compared proposals from banks and have made a recommendation to go with Bank United; and

WHEREAS, Bank United provided a proposal dated July 6, 2017 responding to the City of Treasure Island RFP # 1617-18 for a period of three years plus two one year extensions; and

WHEREAS, it is estimated that the banking services provided will be at no cost to the City based on anticipated interest covering the costs ; and

WHEREAS, the City of Treasure Island Commission, after due consideration, has determined that the entering into an agreement with Bank United for banking service is in the best interest of the City of Treasure Island.

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

Section 1. The Commission authorizes the City Manager to execute a banking service agreement, attached hereto, for a period of three years with two one year extensions with Bank United in the estimated annual amount of $0 per the attached Proposal dated July 7, 2017 (Exhibit 1).

Section 2. This Resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 5th day of December, 2017 by Commissioner Lunn who moved its adoption; was seconded by Commissioner Keys and upon roll call, the vote was:

YEAS: Commissioners Lunn, Kennedy, Keys, Toth, and Mayor Minning
NAYS: None
ABSENT OR ABSTAINING: None

Robert Minning, Mayor

ATTEST:

Tiffany Makras, City Clerk

CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND BANKUNITED PERTAINING TO BANKING SERVICES

CONTRACT NUMBER CP-1617-18

This CONTRACT is made and entered into on the 5th day of December, 2017 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 – 108th Avenue, Treasure Island, Florida, 33706 (**"CITY"**), and BankUnited, FEIN 27-0217289, whose address is 2159 Coral Way, Miami FL 33145 ("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive proposal for **BANKING SERVICES,** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **BANKING SERVICES** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK.

The Scope of Work/Service is specifically identified in the City's Section II of the City's RFP # 1617-18, and is incorporated herein by reference.

SECTION 2. TERM.

The term of this Contract shall become effective on the date of execution and continue through three (3) years with two (2) one (1) year extensions.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services,

a. Of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the CITY in accordance herewith.

c. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

d. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Services and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes and Florida's Prompt Payment Act.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with the Proposal dated by the CONTRACTOR on July 6, 2017, and incorporated herein by reference.

c. Services to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in **Paragraph 32 of Section VI – General Condition of RFP 1617-18** (Insurance Requirements) 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 CONTRACT. Certificates of such insurance shall be provided to the CITY prior to the CITY issuing the Notice to Proceed to the CONTRACTOR and shall also be subject to its approval for adequacy of protection. The CITY shall be named as an additional insured under all policies.

SECTION 7. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 8. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposal Documents for No. RFP-1617-18.

2. Proposal dated by CONTRACTOR on July 6th 2017.

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. Specific direction from the City Manager (or designee).

B. This Contract dated December 5th 2017 and any attachments.

C. Request for Proposal Document, No. RFP-1617-18.

D. Proposal to the City of Treasure Island by CONTRACTOR dated on July 6th, 2017.

SECTION 9. APPLICABLE LAW. VENUE. JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall lie in Pinellas County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Contract, which may be brought by either of the parties hereto.

SECTION 10. INDEPENDENT CONTRACTOR.

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor 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 CONTRACTOR will retain sole and absolute discretion in the judgement of the manner and means of carrying out the CONTRACTOR'S activities and responsibilities hereunder.

SECTION 11. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

SECTION 12. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of his Contract.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omission of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder. This provision shall survive termination of the CONTRACT.

SECTION 14. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of

allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 15. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the

CONTRACTOR'S operations of the premises, the CITY may terminate this Contract immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 16. BINDING EFFECT.

This Contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 17. ASSIGNMENT.

This Contract shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 18. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Contract. It is understood by the parties hereto that if any part, term, or provision of this Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

SECTION 19. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this Contract, or to exercise any right or option herein contained shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 20. MODIFICATION.

The covenants, terms, and provisions of this Contract may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Contract and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 21. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 22. ADMINISTRATIVE PROVISIONS.

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Contract and shall have no force or effect thereon.

SECTION 23. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For

the breach or violation of this Paragraph, the CITY shall have the right to terminate this Contract immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 24. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Contract is or will be funded using state of federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the Contract; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 25. JOINT AUTHORSHIP.

This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the parties hereto.

SECTION 26. EOUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 27. AUDITING. RECORDS. AND INSPECTIONS.

In the performance of this Contract, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Contract, in compliance with generally accepted accounting

procedures. Throughout the term of this Contract, books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the CITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Contract, or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Contract based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 28. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT within ten (10) days from the date set forth in the "Notice to Proceed" (NTP) issued by the CITY, to comply with all time schedules, and to fully complete the work

SECTION 29. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the contract itself; emails/correspondence between the CITY and the CONTRACTOR related to the contract; emails or correspondence from all other entities related to the contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

b. 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;

c. 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

d. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be a material breach of the Contract and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext.229 citvclerk@mvtreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN

ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.

SECTION 30. NOTICE.

All notices required to be given to the CITY or CONTRACTOR hereunder shall be sent by (a) registered or certified mail, whereupon notice shall 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, whereupon notice shall 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 shall 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 shall be made to the CITY at:

City of Treasure Island
Attention: Hal Bruce, Purchasing Coordinator
120 – 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575 Fax:
(727)-547-4582
hbruce@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 CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR hereunder shall be sent to CONTRACTOR at:

Company: Bank United
Attention: Emsley Hylton
Address: 44 E Central Blvd. Orlando FL 32801
Phone: 772-559-3296
Cell: 772-618-5188
Email: ehylton@bankunited.com

or to such address or facsimile number as the CONTRACTOR 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.

SECTION 31. MISCELLANEOUS.

1. CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with it in all respects prior to and will comply with it in all respects during the term of this Contract.
2. CONTRACTOR and any Subcontractors understand and will comply with Section 22.055(2) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.
3. The Parties represent and warrant that they have entered into this Contract 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 Contract without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Contract. 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 Contract's contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not herein expressed has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital. This Contract shall be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Contract shall be construed more strictly against any Party. **4.** All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract unless stated otherwise. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.

5. Each of the Parties hereto covenants to the other party hereto that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner hereinafter set forth.

6. This Contract shall be executed by the respective dully authorized officials, and shall take effect as of the day and year first above written:

IN WITNESS WHEREOF, the City and Contractor have signed this Contract.

As To

City of Treasure Island

Attest: _____
City Clerk

By: _____
City Manager

Approved as to form:

By: _____
City Attorney

As To Contractor

_____
Witnesses #1 Signature

By: _____

Becca Mullins
Witnesses#1 Printed

Print: Emsley E Hylton II

_____
Witnesses #2 Signature

Title: Senior Vice President of Government Banking

Stephanie Schirall
Witnesses #2 Printed

JAZZMINE R. MULLINS
Notary Public - State of Florida
Commission # FF 238035
My Comm. Expires Jun 8, 2019
Bonded through National Notary Assn

THE CITY OF TREASURE ISLAND, FLORIDA
REQUEST FOR PROPOSAL NO: RFP 1617-18 JUNE 06, 2017

BANKING SERVICES

Sealed Proposals may be hand-delivered or mailed to City of Treasure Island City Hall, 120 – 108th Ave, Treasure Island, FL 33706 to the attention of the Purchasing Coordinator. All Proposals, **with original signature, two (2) additional copies and one (1) electronic copy on a flash drive** must be received by **no later than Friday July 7 at 2 PM**. Sealed Proposals shall be submitted on the City's official **Proposal Form**. All envelopes shall be clearly marked **Banking Services.**

Immediately thereafter, at the City of Treasure Island Public Works Conference Room, located at 152 – 108th Ave, Treasure Island, the Proposals received will be publicly opened and read aloud. Any Proposals received after the specified date and time will not be considered. On Friday, July 14, 2017 at 2 PM the evaluation committee consisting of the Finance Director, Assistant Finance Director, Assistant Recreation Director and the Information Technology Director will meet in a public meeting to discuss and decide on the lowest responsive responsible Proposal. The public meeting will be held at the City of Treasure Island Public Works Conference Room, located at 152 – 108th Ave, Treasure Island. Persons with disabilities requiring reasonable accommodations to participate in this proceeding/event should call (727) 547-4575, no later than seven (7) days prior to the proceeding.

The RFP document may be obtained from the Internet via the City's Website www.mytreasureisland.com or on Vendor Registry. Questions concerning the RFP should be submitted by email to hbruce@mytreasureisland.org by Wednesday June 21st 2017, at 3 PM. All questions will be answered and posted on the City's website and on Vendor Registry by Friday June 23rd at 3 PM.

The City of Treasure Island reserves the right to accept or reject any or all Proposals, to waive technical errors irregularities, or informalities in any Proposals received, and to accept the Proposal which is deemed by the City to best serve the City.

SECTION I
OBJECTIVES

The City of Treasure Island invites qualified firms to submit proposals for consideration to provide BANKING SERVICES. It is the intent of the City to select one bank to provide full banking services for the City funds. However, the City may also elect to award a contract to one or more banking institutions for any or all optional services. The objectives are to obtain the most efficient services while minimizing cost to the City.

SECTION II
SCOPE OF BANKING SERVICE

The City of Treasure Island currently has six accounts. Five of the accounts include two zero balance accounts, one controlled disbursement account, and two checking accounts. One separate account is set up with Florida Safe Investment Pool. Proposers are highly encouraged to review the City's comprehensive annual financial report (CAFR) to gain better insight into the City's financial position and operations. The CAFR is located at: http://www.mytreasureisland.com/departments/finance/index.php

SERVICES DESIRED

Treasury Management System

The proposer must describe in detail the services and cost associated with the treasury management system utilized by the Proposer. A description of the services provided such as daily bank balance retrieval, on-line stop payment capabilities, wire transfers, remote deposit, image storage, etc. must be included in the proposal.

Disbursement Account

The purpose of this account is to concentrate the cash balances on a daily basis. Daily City revenues (cash and checks) are deposited three times a week. Daily credit card sales are also deposited to this account. Parking Meter Coin revenues are deposited once weekly. Currently, the City utilizes Treasure Island police officers for deliveries of the coins to the bank. Incoming and outgoing wire transfers will be made to and from this account principally for investment purchases and sales. Deposits to this account will be retained in the account until the funds become available, at which time they will be considered collected balances. The Institution will process as current day's transactions all deposits received by at least 2:00 p.m. If the Institution cannot process as current day's transactions all deposits received after 2:00 p.m., please indicate the latest processing time on the proposal. Institutions agree to credit the Controlled disbursement account for all checks in accordance with the Institution's availability schedule (attach a copy of their availability schedule to the proposal). The Proposer is to indicate the interest rate offer as unadjusted, minus basis points, or plus basis points. The Proposer should also discuss any other options for public interest checking accounts which offer a higher yield with limitations governing those accounts as to maximum monthly withdrawals, minimum balances to be maintained, etc.

Zero Balance Accounts

End-of-day balances are transferred to the City's Disbursement Account. All disbursements will flow through the zero-balance accounts. All balance will be maintained in the concentration account. Depending on the Proposer's policy, the accounts payable and payroll account will be reimbursed at the close of business or at the opening of business following the day the checks are presented for payment. These zero–balance accounts will always have a zero ledger balance at the beginning of each business day. The City reserves the right to open additional zero–balance accounts during the contract period at the price proposed in the proposal.

Checking Accounts

Checking accounts are needed for employee FSA and State Revolving Loan escrow account. These accounts need to be funded from the Disbursement Account.

Monthly Statements

Monthly Bank statements for all accounts must be provided to the Finance Director with documentation supporting all entries on the statement within five (5) business days after the last calendar day of each month. If cancelled checks are included, they do not need to be sorted in numerical order. The statements shall have checks listed in numerical order with any breaks in the order noted. A monthly analysis of the Institution's cost of the Controlled disbursement account, interest earned, average balance invested and average interest rate will also be provided. A monthly service charge statement will be furnished showing, in detail, the Institution's service charges assessed for Controlled disbursement accounts or compensating balances required for each category of bank charges, depending on the method chosen by the City.

Electronic Banking

The City intends to utilize electronic or web-based banking services. It currently manages wire transfers, electronic funds transfers (EFT), automated clearing house transfers (ACH), stop payments, and positive pay electronically. The Proposer must describe the type of on-line banking systems used for: (1) cash management (2) payments (i.e. ACH, wires etc.) (3) reconciliation (4) positive pay decisions and (5) stop payments. The Proposer shall provide in its proposal details regarding how far back the data is warehoused and on how many business days the data is stored on the reporting system and available for customer access for each system listed above. Additionally, the Proposer must include a description of the 'Proposer's security procedures for the information reporting system listed above, both for access and information protection. The City is interested in remote deposit for depositing checks received.

Wire Transfers

The City intends to consider all wire transfers received by the Institution prior to the end of the business day, as "available for investment" by the City, regardless of the time of actual receipt by the Institution. Should the Institution not receive a wire transfer, the transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer. Adjustments will be made as soon as possible for any lost interest, if necessary. If a web–based transfer option is not available, the awarded Institution agrees to execute any wire transfer order within one (1) hour after notification by the Finance Department through the computer terminal, telephone, or FAX. The Institution will trace transfers ordered and not received and adjustments will be made as necessary. The City uses wire transfers in the Controlled Disbursement Account to/from the Florida Safe Investment Pool and wire transfers in the Controlled Disbursement Account to receive from ETS, Complus, Duke Energy, Pinellas County Tax Collector, Pinellas County and state and federal government agencies.

Other Banking Services.

Other Banking services requested:

- The City uses positive pay for vendor checks. The information is transmitted biweekly for vendor disbursement. The Proposer shall provide details of the bank's process as it relates to this system (i.e. verification for checks presented to be cashed, online check images etc.).
- The bank will provide all documents needed to effectuate deposits and withdrawals. These shall include, but not be limited to, three-part carbonless deposit slips, coin wrappers, envelopes, tamper proof disposable style deposit bags, and deposit stamps. If it is more cost effective to have a third party vendor provide checks, etc., the City reserves the right to contract with a third party for these items.

- Direct deposit is to be available to employees by 8:00 a.m. on distribution day. The City is on a ***weekly payroll basis***, covering an average of 140 employees every Friday. The net payroll amount is approximately $80,000 per pay period. Of this amount, approximately 99% falls under the *Voluntary Direct Deposit Payroll System*. Occasionally, seasonal employees are paid by check drawn on a zero balance Account. The Proposer should specify how many days and the time of the day that deposit is required for the electronic file. The Proposer should provide information regarding a debit card service for those employees currently not using direct deposit. For the employees who receive checks and are not associated with the banking institution, the City requires that they be able to cash their checks at the banking institution without penalty. Proposers are to provide details of how their institution administers a direct payroll deposit program and describe procedures in detail for receiving electronic payroll. This should include the transmission deadlines for Direct Deposit ACH files and a description of when the funds are debited from the zero balance account. Also, provide details on how voiding and the reversal of individual direct deposit items are handled. Indicate in your proposal if it is possible to reverse or cancel an ACH file and the appropriate procedures that apply. The Proposer must be capable of processing this Direct Deposit Payroll whether the employees' depositing accounts are at the City's bank or at other financial institutions.

- The City currently processes the average of 80 accounts payable payments on a ***bi-weekly basis*** every other Friday. The average vendor checks payment amount is approximately $290,500 per pay cycle. Electronic funds transfer capability for accounts payable payments to the vendors is required.

- Cancelled check availability must be accomplished through web-based access, electronic or downloadable format. The electronic copies should include images of the fronts and respective backs of checks paid during the period. A cross-reference or key to enable the City to query and locate checks based on check numbers, check amount, check issue date and check cashed date should be available for all electronic files of cancelled checks.

- The Proposer agrees to accept *Stop Payment* Orders on-line. The Proposer further agrees to follow-up with a *confirmation* for each stop payment order given by the City within 24 hours of notification. Upon receiving a stop payment order, the Proposer will immediately examine its records and inform the City as to whether or not the check(s) have cleared. The Proposer will be responsible for any item that has cleared if such item was confirmed as a stop payment on an as of day basis and is subsequently cleared by the bank. A cancellation of a stop payment order will be handled in the same manner. The Proposer shall indicate in their proposals the time period a stop payment order remains in effect. If a cost-effective on-line electronic process is available for submitting Stop Payment Orders, that should be included in the proposals.

- Funds Availability. The Proposer agrees to credit the Disbursement Account for all deposited checks in accordance with the Proposer's Availability Schedule. All items deposited for credit by the City or by electronic or wire transfers, etc., are to be credited to the City's Disbursement Account on the same day on which the Proposer receives credit

for such items. A majority of the checks deposited by the City will be un-encoded. Under no circumstances shall the clearance period exceed the Federal Reserve guarantee. The proposal shall include a copy of the Proposer's Availability Schedule including details regarding how the Proposer determines and calculates availability of deposited items and how changes to the Schedule are communicated to the City.

- Overdraft protection shall be provided. If the total amount of checks and/or other payments exceeds the combined available balances of the Accounts, the Proposer agrees to pay all checks presented for payment. Proposals must include information regarding overdraft protection.

- If the City develops a need for additional accounts or services during the life of the Depository Agreement, those new accounts or services shall be provided with the same condition as apply to existing accounts at the time. If the Federal Reserve, Depository Institutions Deregulation Committee or other regulatory bodies provide for the establishment of new accounts or other regulations that are favorable to the City, the Institution shall make those new services available to the City.

- All checks returned due to insufficient funds will not be automatically deposited for a second time. The City will notify the endorser.

- All debit and credit memos required to adjust errors caused by the Proposer will not be charged to the City. A copy of the particular deposit slip must accompany all deposit errors. All bank/institution errors must be corrected within ten (10) business days of notification by the City.

- The Proposer will provide a complete funds transfer service, which includes secure procedures for facilitating both repetitive and non-repetitive fund transfers with appropriate call-back authorization. The City will not be charged for transfers between the City accounts.

- The option and cost associated with having an armored vehicle to conduct a once a week pick up of the metered parking coin deposit is requested.

SECTION III
GENERAL INSTRUCTIONS

Proposal Format

All Proposals must be typewritten. Proposals should not be submitted in an elaborate format, and expensive binders are not desired. Legibility, clarity, and completeness are essential. The Proposal must be signed by individual(s) legally authorized to bind the Contractor.

Submission Procedures
One original, with original signature two (2) additional copies and one (1) copy on a flash drive are to be submitted in a sealed envelope to:

Hal Bruce, Purchasing Coordinator
City* of *Treasure Island
120 108th Avenue
Treasure Island, FL 33706

To prevent opening by unauthorized individuals, your Proposal should be identified on the envelope or wrapper as follows:

CITY OF TREASURE ISLAND:
BANKING SERVICES RFP 1617-18

Name of Contractor: _____

Address of Contractor: _____

The deadline for submission of Proposals is Friday July 7 2017 at 2:00 PM Proposals may not be withdrawn after the submission deadline. On Friday, July 14, 2017 at 2 PM the evaluation committee consisting of the Finance Director, Assistant Finance Director, Assistant Recreation Director and the Information Technology Director will meet in a public meeting to discuss and decide on the lowest responsive responsible Proposal. The public meeting will be held at the City of Treasure Island Public Works Conference Room, located at 152 – 108th Ave, Treasure Island.

Additional Information and Specification Changes
Request for additional information and questions should be addressed to Hal Bruce, Purchasing Coordinator by email at hbruce@mytreasureisland.org. Questions and requests for additional information must be submitted by e-mail by Wednesday June 21st 2017 at 3 PM. All questions will be answered and posted on the City's website and Vendor Registry by Friday June 23rd 2017 at 3 PM. No oral interpretations or answers will be made to any Proposer as to the meaning or specifications of the scope of this RFP. It is the further responsibility of each Proposer to determine whether any addenda have been issued to this RFP and to incorporate any such addenda into the submission of qualifications. Proposers can locate issued addenda via the "Business / Request for Proposals" section of the City's website at www.mytreasureisland.com and Vendor Registry.

SECTION IV
PROPOSAL INSTRUCTIONS

FORM A.

Part I. Location of Branches
Specify the locations of the branch(es) that shall be available to the City based on its office location at 120 108th Avenue, Treasure Island, FL 33706.

Part II. Contacts/Relationship Team

Identify the size and scope of your public banking unit, banking officers' responsibilities for the City's accounts, role and relationship, and relevant credentials and experience of each person on the relationship management team. The City requires a local designated customer service representative who will act as a contact person for all daily issues and inquiries regarding its accounts.

Part III. Implementation Plan dates

Describe the time lines expected for transitioning services to the City. ***FORM B. Institution Qualifications.***

Provide a brief description of your overall qualifications to handle the account, including but not limited to background, technology, staff expertise and other governmental entities served. **The following information must also be included in the proposal:**

1. In accordance with Section 280.17 of the Florida State Statutes, the City's depository bank must be continuously recognized as a Qualified Public Depository by the Office of the Treasurer of the State of Florida. Please provide documentation showing that your bank is a qualified public depository.
    a. Please provide a copy of your most recent Qualified Depository Monthly and Annual Report provided to the State of Florida Department of Financial Services.
    b. Please provide a copy of your most recent Quarterly Consolidated Reports of Condition and Income, and any amended reports, required by the Federal Deposit Insurance Act.
2. Provide a copy of the Proposers audited financial statements for the past two years.
3. Discuss key measures of the Proposer's financial strength (i.e. total assets, market capitalization, collateralization etc.).
4. Provide proof of your Proposer's current rating from Standard & Poor's or Moody's. Include ratings for the bank financial strength, bank deposits, and issuer rating.
5. Securing the City funds against fraud is of paramount concern. Describe the security systems offered by the bank and ways the City can control fraudulent transactions in the accounts. Discuss any systems or software needed and costs attached to these systems.
6. Include information regarding the cut-off time to ensure same day ledger credit.
7. For the past three (3) years, identify fully the extent to which your bank, individual partners and/or employees have been subject to any ongoing municipal securities or banking investigations, party to any municipal securities or banking litigation or arbitration, or the subject of a subpoena in connection with a municipal securities or banking investigation. In addition, include any such investigation which concluded in an enforcement or disciplinary action ordered or imposed in the last three years.
8. Provide details of any arrangement between the Proposer and any unrelated individuals or entity with respect to the sharing of any compensation, fees, or profits received from or in relation to acting as a banker for the City. Also, provide information regarding any lobbyist and/or consultant

that has provided assistance to the bank with this response. If applicable, provide a copy of any contract relating to the arrangement and the manner in which compensation or fees would be shared.

9. Provide a statement as to whether the selection of your bank will result in any current or potential conflict of interest. If so, your bank's response must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether your bank would step aside or resign from the engagement or representation creating the conflict. Please disclose any financial or contractual relationship that your bank or any individual member of your bank has or had (over the past three years) with the City.

10. Describe what kind of Treasury Management Services your bank can provide to the City. Discuss the factors that differentiate your service from that of other providers.

11. List any cash management services that your bank has outsourced in the past 24 months and provide an explanation for the decision to outsource these services.

12. The Proposer will make a statement if they have ever had a service agreement terminated for cause in the last seven (7) years and detail date, entity/name of company.

13. Provide details on any merger or acquisition that the bank is currently committed to and the expected impact on the services requested in this RFP.

14. All City employees, upon presenting proper required identification, and whether or not they maintain an account with the proposer, must be allowed to cash their payroll checks.

15. In order to properly service the City and its employees, it is required that the City's financial Institution maintain at least one (1) full service branch office within nine miles of Treasure Island City Hall or alternative solution to address remote branch functionality. Please provide the addresses and hours of operation of all branches within nine miles of Treasure Island City Hall, including any weekend hours.

16. If you offer a payroll debit card program, provide details.

17. Provide names, phone numbers, e-mail address, address and contract period of two references of current Florida County or City government customers and two references of past Florida County or City government customers, preferably with comparable volumes and origination types, who have been using services requested in this RFP. If you do not have Florida customers, you may provide information from County or City government customers in other states.

18. Please discuss any additional attributes that the City should consider in evaluating your institution's ability to provide the services requested herein. Propose any new financial service plans or practices not otherwise addressed in this proposal but deemed to be in the best interest of the City and include cost information as applicable (i.e. e-payables, purchase cards).

FORM C

Part I. Interest Bearing Accounts Plan

For the accounts identified, please indicate the interest rate that would have been given to that account by your institution in March 2017. In determining account rates, please indicate the basis for the rate minus proposed basis points, percent of Federal Funds rate, percent of Prime, percent of T–Bill, etc. Identify how your institution would otherwise

invest these amounts.

CASH TRANSACTIONS & BALANCES (in millions) over the prior twelve months												
	APR	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**
Revenue (Credits)	1.317	1.422	0.924	1.597	1.028	1.278	0.911	3.307	3.481	2.569	1.042	1.487
Expense (Debits)	1.532	1.147	1.348	1.434	1.547	1.961	2.622	2.567	2.2	1.195	3.148	1.487
Amount Needed	-0.215		-0.424		-0.519	-0.683	-1.711				-2.106	
Month End Balance	5.043	5.318	4.893	5.057	4.538	3.855	2.144	2.884	4.165	5.539	3.433	3.433

The **Disbursement account** transactions are indicated in the above chart. The above chart illustrates that the account can be self-supporting with the exception of several months. As a result, please take into consideration that the account balance would be used to address the cash needs for those months.

The **State Revolving Loan account** holds a current balance of $17,132.38. Per the State Revolving Loan agreement, the City transfers one sixth of the semi-annual loan payment amount, $5,708.25 monthly to this account from the Disbursement Account. The City makes semi-annual loan payments to the State of Florida in June and December.

Part II. Account Maintenance

Please complete the attached **"Service Charge Cost"** form, if a service requirement cannot be met or is not included in the proposal, "No Proposal" should be entered as opposed to leaving the space blank.

Any other charges, which the Proposer wants to be included, are to be addressed and indicated as "Exceptions" on this Form in Part IV.

Part III. Compensating Balance

Please derive and provide the compensating balance.

Part IV. Exceptions

Any exceptions to any part, which the Proposer wants to include, are to be addressed here in the "Exceptions" area of this Form.

EVALLUATION CRITERIA

Evaluation. Evaluation will be based on the following factors:

FACTOR	**POINT RANGE**
Scope of Services (approach to services and ability to meet or exceed requested services)	**0 – 30 points**
Banking Experience/Financial Stability/Experience of the Team	**0 – 15 points**
Pricing/Fees	**0 – 25 points**
Business Operations/Technology/Reporting	**0 – 20 points**

References **.....0 – 10 points**

Proposal Form. In order to equitably evaluate each Institution's ability to meet the banking services needs of the City, the attached Proposal Forms are required to be completed in their entirety and to be submitted along with the required attachments.

Services to be evaluated. The basic required service proposal will be evaluated separately from any optional service proposal. It is imperative that exceptions be separate so that each can be evaluated on its individual completeness and cost criteria. Failure to do so may result in the disqualification of the proposal.

Qualified Depository. The banking institution must be designated by the State of Florida as a qualified depository for public funds pursuant to Florida Statutes 280. **A copy of the certificate of qualified depository must be submitted as a part of the proposal.**

Disaster Recovery. Proposers must provide details of the procedures established for disaster recovery in the event of a systems failure or other disaster at the institution's primary processing site.

Required Financial Information. Each proposal shall contain the **most recent reports requested in Institution Qualification, Form B.**

Evaluation Committee. The City of Treasure Island Banking RFP committee will be formed to evaluate the proposals and prepare recommendations for the City Commission. This committee will consist of the, Finance Director and Assistant Finance Director, Assistant Recreation Director and any other persons designated by the City Manager.

SECTION V
PROPOSAL FORMS

FORM A

PART I. LOCATION OF BRANCHES

NAME OF BRANCH	ADDRESS

PART II. CONTACT(S) for All Services

NAME OF PERSON	TITLE	SERVICE	TELEPHONE

PART III. IMPLEMENTATION PLAN DATES

SERVICE	DATES

FORM B

INSTITUTION QUALIFICATION

Provide a description for items 1 –18 addressed in the instructions.

FORM C

Part I. INTEREST BEARING ACCOUNT PLAN

Please complete the following proposal for the interest bearing accounts as follows:

ACCOUNT	TYPE	Average Balance	March Rate	Basis for Determining Rate
Controlled Disbursement	Checking	4.19 M		
State Loan Revolving	Checking			

Part II. ACCOUNT MAINTENANCE

We compute service charges as follows:

SERVICES	Estimated Annual Volume	Bid Charge per Item	Estimated Annual Cost
ACCOUNT MAINTENANCE	4		
BANKING CENTER DEPOSIT	324		
ZBA MASTER ACCOUNT MAINT	1		
ZBA SUBSIDIARY ACCOUNT MAINT	2		
ZBA PER TRANSACTION	324		
CKS DEP UN-ENCODED ITEMS	3732		
DEBITS POSTED-ELECTRONIC	732		
CREDITS POSTED-ELECTRONIC	1440		
ON LINE ACCOUNT TRANSFER	12		
CURR/COIN DEPOSIT /$100	5316		
COIN DEPOSIT-NON STD BAG-VLT	396		
DEPOSIT CORRECTION-CASH	3		
ACH RETURN ITEM	2		
ACH MONTHLY MAINTENANCE	6		
ACH INPUT-ECHANNEL	120		
ACH INPUT-FILE	60		
ACH NOTIFICATION OF CHANGE	1		
ACH CREDITS	13392		
ACH DEBITS	60		
ELEC WIRE OUT-DOMESTIC	3		
POSITIVE PAY-SAME DAY	2280		
POSITIVE PAY EXCEPTIONS	12		
TELLER POSITIVE PAY ISSUE NOT FOUND	12		
IMAGING MONTHLY MAINTENANCE	12		
IMAGING PER ITEM FEE	2200		
CD ROM MAINTENANCE	12		
CD ROM PER IMAGE	2200		
CD ROM DISK	12		
		TOTAL ANNUAL AMOUNT	$ -
		AVERAGE MONTHLY AMOUNT	$ -

If a service requirement cannot be met, the term "No Proposal" should be entered on the Proposal Form for that specific requirement.

Part III. Compensating Balance

Balance required to support $1 of services: $_____

Show formula:

Required monthly compensating balance: $_____

Show formula:

Part IV. Exceptions and or Additional Information

Please separate additional information into one area and any exception information into another area.

COMPANY _____

The undersigned, as Proposer, does declare that no other persons other than the Proposer herein named has any interest in this Proposal or in the contract to be executed, and that it is made without any connection with any other person or persons making a Proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one Proposal received for the same work from an individual, firm, partnership, corporation or joint venture under the same name nor different names will not be considered. Reasonable grounds for believing that any Proposer, has interest in more than one Proposal for the same work will cause the rejection of all Proposals that the Proposer is interested. If there are reasonable grounds for believing collusion exists among Proposers, the Proposals of participants will not be considered

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. The Proposer, by signing below, accepts all of the terms and conditions of the Proposal and makes all representations required by the General Conditions.

The Proposer agrees if this Proposal is accepted to contract with the City of Treasure Island, Florida, in the form of contract specified, to furnish all material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to provide the work in the Proposal.

Signature_____

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE BIDS: Pursuant to Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed in the event that none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the work place, the company's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statutes, Chapter 893, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.

5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.

6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

_____

Signature

_____

Printed Name

SECTION VI
GENERAL CONDITIONS

To ensure acceptance, all contractors submitting Proposals to the City of Treasure Island shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and the Proposals not complying with these conditions will be subject to rejection.

1. Interpretations. All questions concerning the specifications or conditions shall be directed by e-mail to Hal Bruce, Purchasing Coordinator at hbruce@mytreasureisland.com as instructed on the Request for Proposal page 1. Interpretations will be posted on the City's website and on Vendor Registry. The Community Improvement Director shall not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

2. Proposer Representations. It is the responsibility of each Proposer before submitting a Proposal to:

i. examine and carefully study the Proposal Documents, and any data and reference items identified in the Proposal Documents;

ii. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

iii. agree that at the time of submitting its Proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Proposal for performance of the Work at the price proposal and within the times required, and in accordance with the other terms and conditions of the Proposal Documents;

iv. promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the Proposal Documents and confirm that the written resolution thereof by the City is acceptable to Proposer;

v. determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

vi. agree that the submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the Proposal Documents, that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the Proposal Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Work.

3. Sealed Proposals. The specifications and all executed Proposal forms must be submitted in a sealed envelope. An authorized representative of the Proposer must sign all Proposals. The face of the Proposal envelope shall be plainly marked identifying the item(s) and the date of the Proposal opening. No Proposals will be accepted after closing time for receipt of Proposals, nor will any offers by telephone, fax or internet E-mail be accepted.

4. **Intent of Specifications.** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Treasure Island including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

5. **Exceptions to Specifications.** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that due consideration be given in evaluating Proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The City Manager is the final authority in determining the acceptability of any exceptions to specifications.

6. **Approved Equivalents or Equals.** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only, and are not intended to limit competition. The Proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the Proposal is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the Proposal. The Proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Treasure Island reserves the right to determine acceptance of proposed equivalent of equal items.

7. **Delivery.** Proposal quotations shall include all freight costs to Treasure Island, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss shall be passed to the City of Treasure Island until after receipt of delivery has been acknowledged by authorized representative of the City of Treasure Island.

8. **Mistakes.** Proposers are expected to examine the conditions, scope of work, Proposal prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the Proposer's risk. The actual unit prices of Proposal will govern an award.

9. **Proposal Withdrawals.** A Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals. Upon receipt of such notice, the unopened Proposal will be returned to the Proposer. If a Proposer wishes to modify its Proposal prior to Proposal opening, Proposer must withdraw its initial Proposal and submit a new Proposal prior to the date and time for the opening of Proposals. Withdraw of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal submission deadline date and time. After expiration of the period for receiving Proposals, no Proposal may be modified or withdrawn

10. **Selection of Proposal.** Prior to contract award, any Proposer may be required to show that the company has the necessary facilities, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The

City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Proposal and any proposed subcontractors, suppliers and individuals, or entities to perform the Work in accordance with the Contract Documents. In evaluating whether a Proposer is responsible, the City will consider the qualifications of the Proposer and may consider the qualifications and experience suppliers proposed for those portions of the Work for which the identify suppliers must be submitted as provided in the Proposal Documents. The City will also consider whether the Proposer is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City, at its sole discretion, may select the Proposer that it believes is appropriately qualified, responsible, and responsive.

11. **Proposal Results.** The Proposal price on the original sublimated Proposal form shall be the price used for ranking the Proposals in the bid opening.

12. **Award of Bids.** Recommendation for award of Proposal are made to the City Commission based on the lowest, responsive, and most responsible Proposer meeting all conditions and requirements of the specifications. The contract awarded shall be legally binding on both parties at the time of award by the City Commission.

13. **Rejection of Proposals.** The City reserves the right to accept or reject any or all Proposals.

14. **Identical Tie Bids.** In the event that two or more proposals are identical in price, preference shall be given to business with Drug-Free Work Place Programs. A Drug-Free Work Place Certificate is enclosed.

15. **Protests.** Proposers who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the contracting department head. Such notice shall be given to the Purchasing Coordinator, Hal Bruce, within five (5) working days after notice of award or of the date the petitioner could reasonably be expected to have known of the City's recommendation. The protest shall state the grounds for the protest and the action requested. Bids or proposals not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The petitioner shall be furnished a copy of the written determination and recommendation.

16. **Lobbying.** Lobbying shall be prohibited in all City of Treasure Island competitive selection processes and contract awards including but not limited to, requests for qualifications, bids, or proposals or the aware of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a Proposal protest being resolved, or the competitive selection process being otherwise concluded. The prospective Proposer may contact the City's main office as specified on page 1 of this Request for Proposal, to address situations such as clarifications relating to the procurement process or Proposer protest.

Lobbying of evaluation committee members, city government employees, or elected officials regarding request for proposals, request for qualifications, bids, purchasing contracts, or bid protests, by the Proposer/protestor any member of the Proposer's protestor's staff, any agent or representative

of the Proposer/protestor, or any person employed by any legal entity affiliated with or representing a Proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the City Commission, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a Proposer/protestor shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract, and may lead to debarment of the Proposer or Proposer/protestor.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, city government employee or elected official who has been lobbied shall immediately report the lobbying activity to the City Manager.

17. Proposals From Related Parties or Multiple Bids Received From One Vendor. Where two (2) or more related parties each submit a Proposal or multiple bids are received from one (1) vendor, for any contract, such Proposals shall be judged non-responsive. Related parties mean Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof of one (1) Proposer have a direct or indirect ownership interest in another Proposer for the same contract.

18. Assignment/Subcontracting/Corporate Acquisition and/or Mergers. The Contractor shall perform this Contract. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the Proposal. No assignment or subcontracting shall be allowed without prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not ne limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a bid to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Contract.

19. Additional Requirements. The City reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the City as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

20. Required Disclosure. With its Proposal submission the Proposer shall disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) Proposer, (ii) any business entity related to or affiliated with Proposer, or (iii) any present or former executive employee,

officer, director, stockholder, partner or owner of Proposer or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent or less of the outstanding shares of a Proposer whose stock is publicly owned and traded.

At its sole discretion the City may reject any Proposal the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required herein. By submitting a Proposal, Proposer recognizes and accepts that the City may reject the Proposal based upon the exercise of its sole discretion and Proposer waives any claim it might have for damages or other relief resulting from the rejection of its Proposal based on these grounds.

21. Public Entity Crimes. By submitting a Proposal, each Proposer is confirming that the company has not been placed in the convicted vendors list or the discriminatory vendor list as described in Sections 287.133 and 287.134, Florida Statutes.

a. A person or affiliate who has been placed on the discriminatory vender list, may not submit a bid or proposal on a contract to provide goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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 discriminatory vendor list.

b. A person or affiliate who has been placed on the convicted vender list, following a conviction for a public entity crime, may not submit a bid or proposal on a contract to provide goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals 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 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 a period of 36 months from the date of being placed on the convicted offender list.

22. Tax. The City exempt from all State and local sales tax.

23. Payment of Invoices. The City issues checks for payment of invoices on the 1st, and 3rd Friday of every month. The signed purchase order and a correct invoice must have been received before payment can be made. All purchases are subject to availability of funds in the City's budget (see paragraph 24.).

24. Appropriations Clause. By submitting a Proposal, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in

which this contract is executed and entered into and for which this contract shall remain in effect. The City shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

25. **Legal Requirements.** All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all Proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a Proposal and the City of Treasure Island, by and through its officers, employees and authorized representatives. A lack of knowledge by the Proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The Proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

26. **Licenses, Registration and Certificates.** Each Proposer shall possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Treasure Island. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

27. **Permits and Taxes.** The Proposer shall procure all permits (no cost), pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

28. **Public Records.** By submitting a Proposal, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the Public Records Act and, in accordance with section 119.0701 of the Florida Statutes the Consultant may be subject to the Public Records Act. Any claim of confidentiality is waved upon submission, effective after opening pursuant to Florida Statute, § 119.07. Any subsequent contract entered into between the City and Contractor related to the scope of services outlined in this RFP shall be conditioned on the Contractor's compliance with the Public Records Act as provided in section 119.0701 of the Florida Statutes

29. **Unauthorized Aliens.** The City of Treasure Island shall consider the employment by the Proposer of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

30. **Termination.** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause, whenever the City shall determine, in its sole discretion that such termination is in the best interests of the City. A Notice of Termination shall be effective if delivered to the Proposer at least five (5) calendar days prior to the termination date contained in the Notice. The Notice of Termination shall specify the extent to which performance shall be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

31. **Conflict of Interest**. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict any manner with the performance or services required hereunder. The Proposer further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions.

The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of wok that the Proposer may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Proposer.

32. **Insurance Requirements.**

A. Workers' Compensation Insurance

Provide Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure benefits of the Florida Workers' Compensation Law for all employees. If subletting any of the work, ensure that the employees of the subcontractors are covered by similar insurance.

B. Successful Proposer Public Liability and Property Damage Liability Insurance

Furnish evidence to the City that, with respect to the operations performed, regular Contractors' Public Liability Insurance providing for a limit of not less than $1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of $2,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and, regular Contractors' Property Damage Liability Insurance providing for a limit of not less than $50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of $100,000 for all damages arising out of injury to, or destruction of, property during the policy period is carried.

Cause the City to be an additional insured party on the Contractors' Public Liability and Property Damage Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.

C. Submission and Approval of Policies; Termination

Furnish two copies of each required policy to the City. Provide all insurance policies in such form and with insurers that are acceptable to the City. Keep insurance in force until the City accepts that the Contractor has satisfactorily completed all work required under the Contract.

D. Contractors Commercial Automobile Liability Insurance

Contractors shall provide evidence of Commercial Automobile Liability coverage, with a minimum combined single limit of $1,000,000. Contractors shall provide general liability with a minimum single limit of $1,000,000. Coverage shall include owned, non-owned, hired, and rented vehicles.

E. Insurance on Contractors, Subcontractors, and Licensees

If, in connection with the Contract, the contractor, subcontractor, or licensee is to perform work by or on behalf of the Contractor, the Contractor shall require any such contractor, subcontractor, or licensee to provide insurance in the same manner as required by the Contractor.

F. Contractor's Insurance Primary

The insurance provided by the Contractor and its contractors or subcontractors, including that provided to the City as an insured, shall apply on a primary basis. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by the Contractor and its contractors, or subcontractors. Deductible or self-insurance retention will be permitted in accordance with industry standards, provided that the Contractor has the financial wherewithal to cover the deductible or self-insured retention amounts.

G Insurance is Additional Remedy

Compliance with these insurance requirements shall not limit the liability of the Contractor or its contractors or subcontractors. Any remedy provided to the City by the insurance provided by the Contractor and its contractors or subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the City under contract or otherwise.

H. No Waiver

Neither approval nor failure to disapprove insurance furnished by the Contractor or its contractors or subcontractors shall relieve the Contractor, contractor or subcontractor from responsibility to prove insurance as require

I. Indemnification Requirements

The Contractor will be required to agree to a provision requiring that it indemnify, defend, and hold harmless the City, any federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Contractor, its agents, or employees during the performance of the Contract.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM AGREES TO COMPLY WITH AND ACCEPTS THE GENERAL CONDITIONS.

_____ _____

Signature **Printed Name**

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND _____
PERTAINING TO
BANKING SERVICES

CONTRACT NUMBER CP-1617-18

This CONTRACT is made and entered into on the ___ day of _____, 2017 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 – 108th Avenue, Treasure Island, Florida, 33706 (**"CITY"**), and_____, FEIN _____, whose address is _____("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive proposal for **BANKING SERVICES,** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **BANKING SERVICES** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

Section 1. SCOPE OF WORK.

The Scope of Work/Service is specifically identified in the City's Section II of the City's RFP # 1617-18, and is incorporated herein by reference.

SECTION 2. TERM.

The term of this Contract shall become effective on the date of execution and continue through three (3) years with two (2) one (1) year extensions.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services,

a. of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the CITY in accordance herewith.

c. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

d. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Services and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

FORM C
Part I. INTEREST BEARING ACCOUNT PLAN

Please complete the following proposal for the interest bearing accounts as follows:

ACCOUNT	TYPE	Average Balance	March Rate	Basis for Determining Rate
Controlled Disbursement	Checking	4.19 M		
State Loan Revolving	Checking			

Part II. ACCOUNT MAINTENANCE

We compute that the service charges will be as follows:

SERVICES	Estimated Annual Volume	Bid Charge per Item	Estimated Annual Cost
ACCOUNT MAINTENANCE	4		
BANKING CENTER DEPOSIT	324		
ZBA MASTER ACCOUNT MAINT	1		
ZBA SUBSIDIARY ACCOUNT MAINT	2		
ZBA PER TRANSACTION	324		
CKS DEP UN-ENCODED ITEMS	3732		
DEBITS POSTED-ELECTRONIC	732		
CREDITS POSTED-ELECTRONIC	1440		
ON LINE ACCOUNT TRANSFER	12		
CURR/COIN DEPOSIT /$100	5316		
COIN DEPOSIT-NON STD BAG-VLT	396		
DEPOSIT CORRECTION-CASH	3		
ACH RETURN ITEM	2		
ACH MONTHLY MAINTENANCE	6		
ACH INPUT-ECHANNEL	120		
ACH INPUT-FILE	60		
ACH NOTIFICATION OF CHANGE	1		
ACH CREDITS	13392		
ACH DEBITS	60		
ELEC WIRE OUT-DOMESTIC	3		
POSITIVE PAY-SAME DAY	2280		
POSITIVE PAY EXCEPTIONS	12		
TELLER POSITIVE PAY ISSUE NOT FOUND	12		
IMAGING MONTHLY MAINTENANCE	12		
IMAGING PER ITEM FEE	2200		
CD ROM MAINTENANCE	12		
CD ROM PER IMAGE	2200		
CD ROM DISK	12		
		TOTAL ANNUAL AMOUNT	$ -
		AVERAGE MONTHLY AMOUNT	$ -

Part III. Compensating Balance

Balance required to support $1 of services: $_____
Show formula:

Required monthly compensating balance: $_____
Show formula:

b. Services to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

The City may terminate this Agreement with or without cause, given thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

In the event of termination of this Contract due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR 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 shall be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in **Paragraph 32 of Section VI – General Condition of RFP 1617-18** (Insurance Requirements) 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 CONTRACT. Certificates of such insurance shall be provided to the CITY prior to the CITY issuing the Notice to Proceed to the CONTRACTOR and shall also be subject to its approval for adequacy of protection. The CITY shall be named as an additional insured under all policies.

SECTION 9. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposal Documents for No. RFP-1617-18.
2. Proposal submitted by CONTRACTOR on _____.

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. Specific direction from the City Manager (or designee).

B. This Contract dated _____and any attachments.

C. Request for Proposal Document, No. RFP-1617-18.

D. Proposal submitted to the City of Treasure Island by CONTRACTOR on _____.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall lie in Pinellas County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Contract, which may be brought by either of the parties hereto.

SECTION 12. INDEPENDENT CONTRACTOR.

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor 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 CONTRACTOR will retain sole and absolute discretion in the judgement of the manner and means of carrying out the CONTRACTOR'S activities and responsibilities hereunder.

SECTION 13. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

SECTION 14. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of his Contract.

SECTION 15. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omission of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder. This provision shall survive termination of the CONTRACT.

SECTION 16. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 17. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR'S operations of the premises, the CITY may terminate this Contract immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 18. BINDING EFFECT.

This Contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 19. ASSIGNMENT.

This Contract shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 20. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Contract. It is understood by the parties hereto that if any part, term, or provision of this Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties

shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

SECTION 21. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this Contract, or to exercise any right or option herein contained shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 22. MODIFICATION.

The covenants, terms, and provisions of this Contract may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Contract and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 23. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 24. ADMINISTRATIVE PROVISIONS.

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Contract and shall have no force or effect thereon.

SECTION 25. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Contract immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 26. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Contract is or will be funded using state of federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the Contract; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 27. JOINT AUTHORSHIP.

This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the parties hereto.

SECTION 28. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it

utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 29. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this Contract, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the CITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Contract, or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Contract based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 30. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT within ten (10) days from the date set forth in the "Notice to Proceed" (NTP) issued by the CITY, to comply with all time schedules, and to fully complete the work

SECTION 31. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the contract itself; emails/correspondence between the CITY and the CONTRACTOR related to the contract; emails or correspondence from all other entities related to the contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related

documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

b. 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;

c. 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

d. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be a material breach of the Contract and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext.229,cityclerk@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR

ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.

SECTION 32. NOTICE.

All notices required to be given to the CITY or CONTRACTOR hereunder shall be sent by (a) registered or certified mail, whereupon notice shall 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, whereupon notice shall 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 shall 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 shall be made to the CITY at:

City of Treasure Island
Attention: Hal Bruce, Purchasing Coordinator
120 – 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
hbruce@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 CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR hereunder shall be sent to CONTRACTOR at:

Company:
Attention:
Address:
Phone:

Fax:

Email:

or to such address or facsimile number as the CONTRACTOR 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.

SECTION 33. MISCELLANEOUS.

1. CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with it in all respects prior to and will comply with it in all respects during the term of this Contract.

2. CONTRACTOR and any Subcontractors understand and will comply with Section 22.055(2) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

3. The Parties represent and warrant that they have entered into this Contract 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 Contract without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Contract. 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 Contract's contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not herein expressed has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital. This Contract shall be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Contract shall be construed more strictly against any Party.

4. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract unless stated otherwise. The captions and

headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.

5. Each of the Parties hereto covenants to the other party hereto that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner hereinafter set forth.

6. This Contract shall be executed by the respective dully authorized officials, and shall take effect as of the day and year first above written:

IN WITNESS WHEREOF, the City and Contractor have signed this Contract.

As To
City of Treasure Island

Attest: _____ By: _____

City Clerk City Manager

Witnesses: As To Contractor

_____ By: _____

Name Signed

_____ By: _____

Name Printed

Title: _____

Approved as to form:

By: _____

City Attorney

AGENDA ITEM NO. I.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 6, 2022

SUBMITTED BY: Mike Helfrich, Finance

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Signed Piggyback Agreement with Exhibit A and Work Authorization

BACKGROUND: The adopted FY18 budget initiated a 5-year plan to increase the stormwater rates 10% annually to increase available funding for long-term capital projects. While these rate increases have led to the Stormwater Fund being able to support more significant stormwater projects, the underlying rate structure has not been updated for over twenty years. A study to modernize the stormwater fee to reflect incentives as well as equitable distribution of costs to the different types of properties is being recommended due the time passed since the fee schedule was first established. Additionally, the Equivalent Dwelling Unit (EDU) calculation used to initially set these rates is in need of an update due to the number of dwellings that have been rebuilt and/or modified in size over the years, thereby changing the average size of dwellings throughout the City.

This study was originally budgeted in FY20 at $50,000. As staff began exploring options to award the project to a qualified vendor, we discovered that not only was the budget insufficient but that there were very few companies qualified to perform this study completely in-house. For example, some consultants may only be able to perform the financial rate study portion of the analysis while others can do the land use and permeable property research required for this type of study. This could create a situation of deferred responsibility between two vendors that could leave the city with a less than ideal final report.

However, in our research one firm—Raftelis Financial Consultants—emerged as a vendor capable of performing both of these complex and divergent subprojects as part of the greater rate study. When researching similar rate studies awarded in the prior few years, Raftelis emerged as the near-universal vendor selected. With the assumption that Raftelis would likely be a respondent if not the eventual awardee, staff focused our energy on finding a favorable contract that we could piggyback onto. After coordinating with the vendor and performing all due diligence, staff has produced a workable piggyback agreement based off a current contract with the City of Daytona Beach.

POLICY/PURPOSE:

Per Ord. 2-276(b) of the City's Code of Ordinances, the Commission is required to approve purchases in excess of $25,000.

STRATEGIC PLAN RELEVANCE:

This rate study is one of the listed Bold Actions under Goal 1 (Protect City assets to sustain the future of Treasure Island) of the Infrastructure Road Map section of the Strategic Plan.

ANALYSIS/DISCUSSION:

The City currently bills for stormwater service on a bi-monthly basis. The City has increased the stormwater fee over the past several years to support the funding of significant capital improvements. The City's objectives include ensuring a strong link between the fee charged and property characteristics that receive stormwater benefits from the City-wide stormwater system. A nexus between the fee charged and benefits received is required and can be demonstrated through conducting rate studies and updating the basis of the fee which is referred to as the Equivalent Dwelling Unit (EDU) from time to time. The City also also desires to incentivize properties to minimize their impervious area. To support a modern stormwater fee structure that is equitably distributed through all properties that benefit from the stormwater system, the City desires to calculate an updated impervious area level of service, review its customer class relationships, and enhance its overall stormwater data and stormwater management.

The project or work authorization will be delivered in eight tasks, with an optional ninth task as reflected in attachement B. Most of the tasks are expected to occur concurrently and can begin as soon as authroized.

Proposed Work Authorization:

Task 1: Initial Data Gathering – Collect the current tax parcel, land use data, aerial imagery, and zoning data as available, along with existing documentation of prior analyses to support

execution of other tasks.

Task 2: Rate Structure Assessment and Alternatives Evaluation - The assessment will help to inform the rate structure alternatives considered and will allow for a robust discussion of advantages and disadvantages of various alternatives. Raftelis will focus on industry standard, fair, and equitable rate structure alternatives that fit the City's specific cost drivers, development patterns, and needs for revenue sufficiency and predictability.

Task 3: Equivalent Residential Unit (ERU) Development – The billing unit for impervious area is a community-specific equivalent residential unit (ERU). An accurate ERU value is foundational to establishing equity between rate classes. The City has an established ERU, but it was calculated long ago and should be updated as part of the overall data update and rate structure assessment.

Task 4: Impervious Area Data Development – Raftelis will develop the necessary data to support the rate structure, billable from a parcel index.

Task 5: Stormwater Utility Rate Model – Based on the selected rate structure alternatives, Raftelis will build an open-source Microsoft Excel-based financial model to model rates under different rate structure alternatives. The model will include a tabular accounting method using revenue requirements provided by the City and units of service data developed as part of this project.

Task 6: Credit Program Development – Raftelis will work with City staff to understand the ongoing discussion about and drivers for a potential credit program, which could reward customers for or incentivize customers to manage stormwater on-site and reduce demand on the City's infrastructure.

Task 7: Rate Setting – The final rate structure will be incorporated into the financial model and monthly fees will be calculated based on revenue requirements and the selected rate structure.

Task 8: Reports and Presentation – Raftelis will develop a written report to document the analyses performed.

Raftelis will provide the City with all final work products such as the digitized impervious surface layer, rate model, report, and presentation materials.

FUNDING: The funding is included in the FY 23 Budget, in the professional

services account within the Stormwater Fund (450-5380-31200) for $97,000.

MOTION: I move to approve and authorize the City Manager to execute agreement 23-004-PB with Raftelis Financial Consultants and the Work Authorization as described in Exhibit B - Scope of Work for a Stormwater Rate Structure Assessment and Alternatives Evaluation study not to exceed the amount of $72,695 plus a $2,305 contingency amount for a total not to exceed amount of $75,000.

ATTACHMENTS:
Signed Piggyback Agreement with Exhibit A and Work Authorization
Exhibit B - Consultant Proposal.pdf

CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND Raftelis Financial Consultants, Inc.

PERTAINING TO

Stormwater Rate Study

CONTRACT NUMBER 23-004 - PB

This Contract is made and entered into on the _____ day of _____, 20_____ ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and corporate and organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 (**"CITY"**), and Raftelis Financial Consultants, Inc., whose address is 341 N. Maitland Ave. Ste. #300 Maitland, FL 32751 ("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive proposal to City of Daytona Beach for Stormwater Rate Study in response to RFP 19632 and subsequently entered into a contract dated 03/04/2020 with City of Daytona Beach, as set forth in Exhibit A, the attached Contract Documents;

WHEREAS, the CONTRACTOR agreed to make available to the CITY the prices submitted should the CITY desire to buy under the terms and conditions of the City of Daytona Beach Contract;

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for Rate, Financial, and Mgmt. Consulting Services in the City of Treasure Island and the City Commission desires to procure those services under the City of Daytona Beach Contract; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants are set forth, which the parties hereto agree as follows:

1. RECITALS. The Recitals are true and correct and are incorporated herein.

2. SCOPE OF WORK. The Scope of Work is identified in the City of Daytona Beach Contract, and the CONTRACTOR's scope of work with the CITY more specifically defined in Exhibit B attached hereto and incorporated herein.

3. CONTRACT TERMS.

   a. The Contract will consist of and include all of the agreement terms and conditions and component documents comprising the City of Daytona Beach Contract. With exception of references to public entity City of Daytona Beach, manuals, procedures, policies or departments, when the "City of Daytona Beach" is mentioned in the City of Daytona Beach Contract, per this Contract "City of Daytona Beach" should be replaced with "CITY."

   b. CONTRACTOR agrees to furnish all labor, equipment, machine and the skill necessary for the entire work effort as set forth in the City of Daytona Beach Contract to the satisfaction of the CITY or its duly authorized representative.

   c. The CITY agrees to pay the CONTRACTOR for services rendered in accordance with the primary structure set forth in the City of Daytona Beach Contract and more particularly described in Exhibit B.

   d. Pursuant to Section 4. Billing; Manner of Payment of the City of Daytona Beach Contract, invoices for City Work will be submitted to:

      The City of Treasure Island
      Attention: Accounts Payable
      120 108th Avenue
      Treasure Island, Florida 33706
      Phone: (727)-547-4575
      Fax: (727)-547-4582
      mevans@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 CONTRACTOR as provided above. All notices required to be given to CONTRACTOR under this Contract will be sent to CONTRACTOR at the address first listed in this Contract or such other address as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above.

4. The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONTRACTOR agrees, to the extent

required by law, to keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

a. 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;
b. 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
c. meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR 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 CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTOR's response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records will be a material breach of the Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, cityclerk@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

5. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with section 448.095(2), Florida Statutes, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned

to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit state that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If the City has a good faith belief that the Contractor or subcontractor has knowingly violated section 448.09, Florida Statutes, it must terminate the Contract.

6. Miscellaneous

a. Entire Agreement. This Contract represents the entire agreement. No prior discussions or negotiations will be enforceable, unless included in this Contract.

b. Assignment; Amendment or Modification. This Contract is not assignable. Any modification to this Contract must be made in writing, executed by both Parties.

c. Governing Law; Effective Date. This Contract will be governed and construed in accordance with the laws of 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 identified venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Contract.

d. Nothing in this Contract 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, Florida Statutes, or any other statutes, and the CITY expressly reserves these rights to the full extent allowed by law. This provision will survive completion or termination of this Contract.

e. It is understood and agreed by the Parties that if any part, term or provision of this Contract 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 Contract did not contain the particular part, term or provision held to be invalid.

f. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability. The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Contract will be deemed and treated as drafted jointly by all the

Parties. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any Party to the Contract, 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 Contract has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital.

g. All words used in this Contract 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 Contract are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.

h. Each of the Parties to this Contract covenants to the other Party to this Contract that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner set forth below.

i. This Contract must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written and remain in effect as provided in the City of Daytona Beach Contract.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have signed this Contract.

AS TO CONTRACTOR:

Raftelis Financial Consultants, Inc.

Company Name

Henrietta Locklear

Printed Name

Vice President

Title

Henrietta Locklear

Digitally signed by Henrietta Locklear
DN: cn=Henrietta Locklear gn=Henrietta Locklear c=US United States l=US United States e=hlocklear@raftelis.com
Reason: I am approving this document
Location:
Date: 2022-11-23 17:25:05:00

Signature

ATTEST:

_____

City Clerk

CITY OF TREASURE ISLAND, FLORIDA:

_____

City Manager

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

CONTRACT RENEWAL
RATE, FINANCIAL, AND MANAGEMENT CONSULTING SERVICES-RFP 19632

The subject Contract is hereby changed as follows:

Raftelis Financial Consultants, Inc, is currently providing rate, financial, and management consulting services to the City of Daytona Beach under an agreement entered into by the two parties. Section 8 of the contract allows the City the option to renew for up to 3 additional one-year terms by providing the Contractor written notice at least 60 days before the end of the current term.
The City of Daytona Beach desires to exercise the second of three renewal options to have this service continued by Raftelis Financial Consultants for the period effective March 3, 2023 through March 2, 2024 under the same terms and conditions.

All other terms, conditions and prices remain unchanged.

THE CITY OF DAYTONA BEACH

Deric C. Feacher, City Manager

11-9-22
Date

C: Shannon Ponitz Director of Utilities
Eric Smith, Deputy Director of Utilities

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

RENEWAL OF CONTRACT

October 19, 2021

EMAIL
rsmith@raftelis.com
rori@raftelis.com

Raftelis Financial Consultants, Inc
Ryan Smith, Manager
341 North Maitland Avenue, Suite 300
Maitland, FL 32751
Ph: 407-628-2600

Re: Renewal of Utilities Rate, Financial, and Management Consulting Services

Dear Ryan:

Raftelis Financial Consultants, Inc is currently providing Utilities rate, financial, and management consulting services to the City of Daytona Beach under an agreement entered into by the two parties by the above referenced bid. Section 8 of the contract allows the City the option to renew for up to 3 additional one year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The City of Daytona Beach desires to exercise the first of three renewal options to have this service continued by Raftelis Financial Consultants, Inc. for the period effective 3/4/2021 through 3/3/2022 under the same terms and conditions.

THE CITY OF DAYTONA BEACH

Deric C. Feacher, City Manager

10-20-21
Date

423/13

GENERAL SERVICES CONTRACT
CONTRACT NO. 19632

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Raftelis Financial Consultants, Inc., a Foreign for Profit Corporation registered with the State of Florida with its principal office located in Charlotte, NC (the "Consultant").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services.

Consultant will provide rate, financial, and management consulting services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract (the "scope of services").

Section 2. Work Authorization.

The project specific scope of services to be performed by the Consultant will be established by individual or separate work authorizations as approved by the City that delineates, among other things, the services to be performed by the Consultant, the cost to be invoiced by the Consultant for such services, and the schedule for completion of the scope of services. The work authorizations will be subject to scope definition and determination of the level of effort on a task-by-task basis.

During the term of this Contract, the City may, at its sole discretion, obtain said services from third parties in accordance with applicable law. In such an event, it is understood that the relationship between the Consultant and the City under this Contract shall be considered as neither barring Consultant from, nor granting special consideration to, the Consultant in the selection process for a consultant to provide such additional services.

Each task to be performed under this Contract shall be assigned to the Consultant by the City for accomplishment by a separate work authorization. For each task, the City shall request the Consultant to develop a scope of services and an estimate of cost, for review, revision and/or approval of the City. The format of the proposal from the consultant will refer to the contract number, the work authorization number, and state that acceptance of the proposal will be by issuance of a city purchase order. Upon mutual agreement of the scope of services, schedule for completion, and cost and basis of billing (lump sum or fixed fee or not-to-exceed price), the City shall issue a Purchase Order for each assigned work authorization.

Section 3. Fee(s).

(a) For the services provided by Consultant pursuant to this Contract, the City will pay Consultant a i) lump sum or fixed fee basis with payments made on a percent of completion basis; or ii) a not-to-exceed price which shall be based on the Direct Labor Rate and Standard Reimbursable Expense Schedule attached hereto as Exhibit B.

Except for any reimbursable expenses as specifically delineated on Exhibit B, Consultant will be solely responsible for all of costs Consultant incurs in meeting its obligations herein.

(b) At renewal, the direct labor hourly rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after renewal until project completion or termination of the Agreement between the parties.

Section 4. Billing; Manner of Payment.

In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are based upon completion of specific tasks or a portion of the Scope of Services on a percent completion basis if a fixed or lump sum contract basis, or where payments are based on the Direct Labor Rate and Standard Reimbursable Expense Schedule delineated on Exhibit B. In addition, for the payment of reimbursable expenses associated with the performance of the scope of services as contained in the assigned work authorization, the invoice for such expenses will not be valid unless sufficient documentation is provided to the City by Consultant to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Consultant is not valid, within 30 days after receipt the City will provide notice to the Consultant identifying the deficiencies.

Section 5. Standard of Performance.

Consultant's services will at a minimum meet the level care and skill ordinarily used by members of Consultant's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties.

This Contract does not create an employee-employer relationship between the City and Consultant. Consultant is an independent Consultant of the City and will be in control of the means and the method in which the requested work is performed. As an independent Consultant, Consultant will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Consultant agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The

City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All data, reports, estimates, and other materials furnished, prepared or executed by Consultant during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular work authorization for which such materials were prepared, executed, or otherwise required. This provision will not apply to Consultant proprietary computer software relied upon or developed by the Consultant to perform the scope of services as delineated in a work authorization unless specifically documented and provided for in the work authorization as agreed to by the parties.

(b) Public Records

(1) To the extent applicable, Consultant will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

A) Keeping and maintaining public records that the City requires for performance of the service provided herein.

B) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records; or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

C) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if Consultant fails to transfer such records to the City.

D) Upon completion of this Contract, keep and maintain public records required by the City to perform the service. Consultant will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

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 CONTRACT, CONSULTANT MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

Phone: 386 671-8023
Email: clerk@codb.us
Address: 301 S. Ridgewood Avenue
Daytona Beach, FL 32114

(2) Nothing herein will be deemed to waive Consultant's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 8. Effective Date and Term.

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is two (2) years, commencing on the Effective Date. The City will have the option to renew this Contract for up to three (3) additional terms of one (1) year each, by providing Consultant written notice at least sixty (60) days before the end of the current Term.

If this Contract specifically provides that some or all of Consultant's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Consultant's material breach after notifying Consultant to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Consultant terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Consultant to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Consultant at least thirty (30) day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Consultant's material breach of its contractual obligations, City must provide Consultant prior written notice, specifying the breach and demanding Consultant remedy the breach within ten (10) business days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within ten (10) business days of notice. This Contract will terminate automatically and without need for further notice if Consultant fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Consultant will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, estimates, reports, , and any and all such other information and materials of whatever type or nature as may have been accumulated by Consultant in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Consultant will be paid compensation for authorized services performed to the date of termination. If termination is due solely to Consultant's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Consultant will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Consultant's failure to fulfill contractual obligations it is judicially determined by a court of law that the Consultant had not so failed, the termination will be conclusively deemed to have been affected for the City's convenience. In such event, adjustment in payment to Consultant will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services.

If the notice of material breach issued by the City pursuant to the preceding Section so directs, Consultant will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 11. Indemnification.

The Consultant hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the services performed provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. Insurance.

Consultant will provide and maintain at Consultant's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(Remainder of page intentionally left blank)

(a) Coverage and Amounts.

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Consultant, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than $500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability Insurance**, including (i) **Commercial General Liability** coverage for operations, independent Consultants, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Consultant and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than $1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than $2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) Professional Liability Insurance, insuring CONSULTANT and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than $1,000,000.

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a two-year reporting tail beyond the annual expiration date of the policy).

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) **Proof of Insurance.** Consultant will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Consultant will not commence work until all proof of such insurance has been filed with and approved by the City. Consultant will furnish evidence of all required insurance in the form of certificates

of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, Consultant will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) **Cancellation; Replacement Required.** Consultant will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Consultant's prior knowledge Consultant will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right or replace the canceled policy at Consultant's expense if Consultant fails to do so.

(d) **Termination of Insurance.** Consultant may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Consultant has received written notification from the Risk Management Division of the City that Consultant may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Consultant if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** Consultant's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Consultant's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Consultant's failure to obtain insurance coverage.

Consultant will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Consultant that does not meet the requirements of this Contract.

(f) **Loss Deductible Clause**: The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant or sub-contractor providing such insurance.

Section 13. Notice.

Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:

James V. Chisholm, City Manager
City of Daytona Beach
301 S. Ridgewood Ave.
Daytona Beach, FL 32115
Fax: 386-671-8010
Email: ChisholmJames@CODB.us

To the Consultant:

Robert J. Ori, Executive Vice President
Raftelis Financial Consultants, Inc.
341 N. Maitland Ave., Suite 300
Maitland, FL 32751
Fax: 407-628-2610
Email: ROri@Raftelis.com

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel.

Consultant will not replace the Project Director or the Project Manager included in the Consultant's response to the request for proposals without the City's prior written approval. Consultant represents that Consultant has or will secure at Consultant's own expense all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities.

The City agrees to make available for review and use by the Consultant, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Consultant to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers.

Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Consultant will be construed to operate as a waiver of the City's rights under this Contract. Consultant will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Consultant's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(Remainder of page intentionally left blank)

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within fourteen (14) calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within thirty (30) days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the City's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those

now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Consultant.

(d) **Truth in Negotiations Certificate.** Consultant hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of Consultant's services under this Contract.

(f) **Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Consultant will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Consultant agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Consultant agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure**. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind Consultant.** The undersigned representative of Consultant represents and warrants the he or she is fully authorized to bind Consultant to the terms and conditions of this Contract.

(n) **Incorporation of RFP and Proposal.** The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

(o) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY OF DAYTONA BEACH, FLORIDA

By: _____
Derrick L. Henry, Mayor

Date: 2/4/20

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____
Printed Name: Robert J. Ori
Title: Executive Vice President
Date: February 17, 2020

Attest: _____
Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

EXHIBIT A
SCOPE OF SERVICES

1.0 PURPOSE

The purpose of this General Services Contract is for the Consultant to provide a rate, financial, and management services for the utility and other divisions and municipal activities of the City as deemed necessary from time to time by the City.

The City desires to conduct a detailed cost of service and rate evaluation and other financial analyses and evaluations on behalf of the water, wastewater, reuse, stormwater, and solid waste enterprise funds or business activities (collectively, the "Enterprise Funds"). Additionally, the City desires to evaluate the rates, fees and charges, including impact fees, for its municipal services, which include but are not limited to, parks, recreation and cultural, public safety including police, fire and emergency medical services, planning, zoning and building services, public works, fleet maintenance, general governmental and other related services (the "Municipal Services"). As a result of increased development, aging infrastructure, system expansion, changes in customer demographics, and changes in the cost of providing municipal and utility services; the City is requesting the Consultant to assist in preparing comprehensive financial, rate, cost of service, and management evaluations for the Enterprise Funds and other Municipal Services to provide for the recovery of its costs to provide service to its stakeholders and to promote a strong financial position over the long-run.

2.0 SCOPE

The Consultant shall provide assistance in budgeting and forecasting, ratemaking, management accounting assistance, financing activities assistance, organizational and other financial analysis of the Enterprise Funds and Municipal Services. Tasks that would be encompassed in the scope of services may include, but not be limited to, the following services:

1. Review and redesign the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, and fees in support of the Municipal Services as considered necessary based on cost of services and recovery principals.

2. Compile statistics and prepare projections of the Enterprise Funds and other municipal programs in support of the tasks provided, including number of customers served or requiring the services provided by the City, usage and generation rates, service utilization statistics, and other information necessary to provide planning and rate evaluation services.

3. Separately project annual revenue requirements for the Enterprise Funds and Municipal Services for planning and rate evaluation services.

4. Design rates and fees for service from the Enterprise Funds and for the Municipal Services to fund the identified revenue requirements or needs of the programs being evaluated.

5. Review and design appropriate fees for other miscellaneous services as provided by the Enterprise Funds or in support of the Municipal Services as considered necessary.

6. Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.

7. Assist in the redesign of the four billing cycles used by the Enterprise Funds.

8. Review operations of the Enterprise Funds and of the Municipal Services to determine if additional services, charges and revenue enhancements are appropriate.

9. Perform financial sensitivity analyses on Enterprise Fund operations taking into account such factors as capital program implementation, regulatory changes; and other such issues that may cause a need to review financial operations.

10. Review the prevailing capital facilities (impact and development) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity in the facilities under consideration. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.

11. Review operations, management and organizational structure, and performance by the City's Enterprise Funds and for Municipal Services.

12. Perform financial due diligence and transaction-related activities and services related to the acquisition of or the extension of utility service for water, wastewater, and reuse utility, solid waste systems or franchises, and stormwater utility management programs.

13. Provide assistance to the City in the development of Enterprise Funds and Municipal Services contracts, including but not limited to, rate ordinances and resolutions, wholesale and large user service agreements, solid waste disposal and collection service agreements, acquisition contracts, extension and development agreements, reuse or reclaimed water usage agreements, and inter-local agreements between the City and other public agencies. Services may involve drafting agreements, review of documents,

negotiations among affected parties and performance of financial or economic analyses required for evaluation.

14. Provide assistance in strategic planning activities for Enterprise Funds and Municipal Services.

15. Preparation of financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operations programs, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.

16. Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, banks, and other lending agencies.

17. Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.

18. Provide assistance to the City in providing privatization and managed competition activities and cost evaluations.

19. Provide assistance to the City in support or determination of service affordability programs.

20. Provide information and technology and customer data base services in support of implementation and/or enhancement of Enterprise Fund and Municipal Services billing and customer accounting programs.

21. Provide management consulting services which could include but are not limited to evaluations, analyses, and production of operational, customer, human resources, management, and risk related processes, procedures, application, and methodology employed or considered by the City.

(Remainder of page intentionally left blank)

EXHIBIT B

DIRECT LABOR RATE AND STANDARD REIMBURSABLE EXPENSE SCHEDULE

RAFTELIS FINANCIAL CONSULTANTS, INC.

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Principal	$250.00
Associate	$210.00
Managing Consultant	$195.00
Principal Consultant	$175.00
Supervising Consultant	$155.00
Senior Consultant	$135.00
Rate Consultant	$125.00
Consultant	$115.00
Senior Rate Analyst	$105.00
Rate Analyst	$ 90.00
Analyst	$ 75.00
Assistant Analyst	$ 60.00
Administrative	$ 70.00

STANDARD COST RATES

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	$0.05 per Page
Reproduction (Color) (In-House)	$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals – per Employee	Standard per diem rates as established by Florida Statutes 112.061 for Class C travel for breakfast, lunch and dinner
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

(Remainder of page intentionally left blank)

EXHIBIT C

CITY OF DAYTONA BEACH
REQUEST FOR PROPOSALS 19632
WITH
CONSULTANT'S RESPONSIVE PROPOSAL

The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference and will remain on file in the Office of the City Clerk.

(Remainder of page intentionally left blank)

RAFTELIS

November 28, 2022

Michael Munger
Purchasing Coordinator
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

Subject: **Stormwater Rate Structure Assessment and Alternatives Evaluation**

Dear Mr. Munger:

Raftelis is pleased to serve as a trusted advisor for the City of Treasure Island in financial planning and management endeavors. This letter contains information about how we propose to assist you in evaluating and recommending updates, if appropriate, to the stormwater fee rate structure. This letter outlines our proposed approach, deliverables, fee, and schedule based on discussions between the City and our project team in March 2021. The rates and terms of this proposal are based on the current contract numbered #19632 with the City of Daytona Beach, FL.

Project Understanding

The City currently bills for stormwater service on a bi-monthly basis. The City has increased the stormwater fee over the past several years to support the funding of significant capital improvements. The City's objectives include ensuring a strong link between the fee charged and property characteristics that require system wide stormwater infrastructure improvements. The City also desires to incentivize properties to minimize their impervious area. To support higher fee levels, the City desires to calculate an updated impervious area level of service, review its customer class relationships, and enhance its overall stormwater data and stormwater management.

Approach

The project will be delivered in eight tasks, with an optional ninth task. As shown in the schedule below, most tasks are expected to occur concurrently, beginning as soon as possible.

Task 1: Initial Data Gathering - Raftelis will work with the City to collect the current tax parcel, land use data, aerial imagery, and zoning data as available, along with existing documentation of prior analyses to support execution of other tasks.

Task 2: Rate Structure Assessment and Alternatives Evaluation - Raftelis will evaluate the City's current stormwater fee rate structure using a cost of service allocation of costs to functions and cost components. The assessment will help to inform the rate structure alternatives considered, and will allow for a robust discussion of advantages and disadvantages of various alternatives. Raftelis will review the existing program cost data to determine what cost drivers exist that need to be taken into consideration in rate structure alternatives. We will work with City staff to identify one or more rate structures for consideration alongside the current one, including an impervious area fee, parcel land and impervious area fees, a fixed charge, or other components. We may also consider tax funding to entirely or partially support the stormwater program.

Raftelis will focus on industry standard, fair, and equitable rate structure alternatives that fit the City's specific cost drivers, development patterns, and needs for revenue sufficiency and predictability. During

discussion of rate structure alternatives, we will also present administrative considerations for each rate structure, which may include ease of implementation, data maintenance, customer service, and customer perception. For example, a fee with an impervious area component would be more complex to administer than one based solely on parcel land area, but it may still be the preferred approach because it represents improved equity across the customer base. Discussion of rate structure alternatives will be incorporated into the financial model development and rate setting tasks (Task 4 and Task 5).

Given the large number of multifamily properties within the City, we will give special consideration to how they fit within and are impacted by the rate structures.

Task 3: Equivalent Residential Unit (ERU) Development - The industry standard basis for a stormwater fee is a property's impervious area. Often, the billing unit for impervious area is a community-specific equivalent residential unit (ERU). An accurate ERU value is foundational to establishing equity between rate classes. The City has an established ERU, but it was calculated long ago and should be updated as part of the overall data update and rate structure assessment. To determine the ERU, Raftelis will measure the impervious area in ArcMap for a random sample of approximately 400 residential properties. We will ensure that the sample is representative geographically, across single family residential housing types, and across developments of different ages. Raftelis will determine an appropriate ERU based on our analysis. Raftelis will provide the City with any final work products such as digitized impervious surface layers or associated tabular data and analysis.



Task 4: Impervious Area Data Development – Assuming that based on Task 2, an impervious area fee is under consideration, Raftelis will develop the necessary data to support the rate structure, billable from a parcel index. We will review current parcel data against a backdrop of the City's most recent imagery, and we will carefully measure the impervious surface area on each non-single family residential property in the City's service area. Our expert GIS technicians are highly skilled in this process, and an example of their work is shown on the right, where measured impervious surfaces are shown in translucent blue. From our call with the City, we learned that the City has 1,800 parcels identified as single family residential parcels, 165 duplexes, 100 multi-family (non duplexes), 120 hotel/motel, and an 278 other commercial. Parcels other than single family and duplex will be digitized and vacant parcels will be reviewed to ensure that these parcels do not contain impervious surfaces. From the City's totals, about 500 parcels would require digitization. In case additional parcels have been developed that are not in the City's counts, we have added an allowance of an additional 25 parcels. *Digitization for 525 parcels is priced in this estimate. If more than 525 require digitization, Raftelis will request additional funding for the additional parcels.*

Task 5: Stormwater Utility Rate Model - Based on the selected rate structure alternatives, Raftelis will build an open-source Microsoft Excel-based financial model to model rates under different rate structure

alternatives. The model will include a tabular accounting method using revenue requirements provided by the City and units of service data developed as part of this project. The model will include rate calculation under one or more rate structures and a pro forma cash flow. Raftelis will work with City staff to select a preferred rate structure from among the alternatives. The City will be able to use the model to update revenue requirements and cash flow projections as the program evolves. Users of this tool will be able to edit inputs and assumptions, in addition to revenue requirements, to impact rates and downstream analyses. The model will be delivered to City staff for their own use moving forward.

Task 6: Credit Program Development – Raftelis will work with City staff to understand the ongoing discussion about and drivers for a potential credit program, which could reward customers for or incentivize customers to manage stormwater on-site and reduce demand on the City's infrastructure.

Task 7: Rate Setting - Working with City Staff, the rate structure will be finalized for the stormwater fee. The final rate structure will be incorporated into the financial model and monthly fees will be calculated based on revenue requirements and the selected rate structure.

Task 8: Reports and Presentation – Raftelis will develop a written report to document the analyses performed. We anticipate providing at least one draft report and a final version that incorporates feedback from City staff. Raftelis will also support City staff in presenting results and recommendations to elected officials.

Optional Task 9: Implementation Assistance - If the City wishes to move forward with a new type of stormwater fee rate structure based on Raftelis' recommendation, we propose an optional task to assist with the tasks related to implementing a new rate structure. These could include customer outreach, creation and refinement of billing data, or customer service tool development, among other tasks. *50 hours of implementation assistance is priced in this estimate.*

Deliverables

Raftelis will provide the City with all final work products such as the digitized impervious surface layer, rate model, report, and presentation materials.

Fees

All told, the proposed fee for the project is not to exceed $72,695 including optional implementation assistance, and $62,935 without implementation assistance. As noted, Raftelis would request additional funding if the number of parcels requiring digitization exceed the number expected.

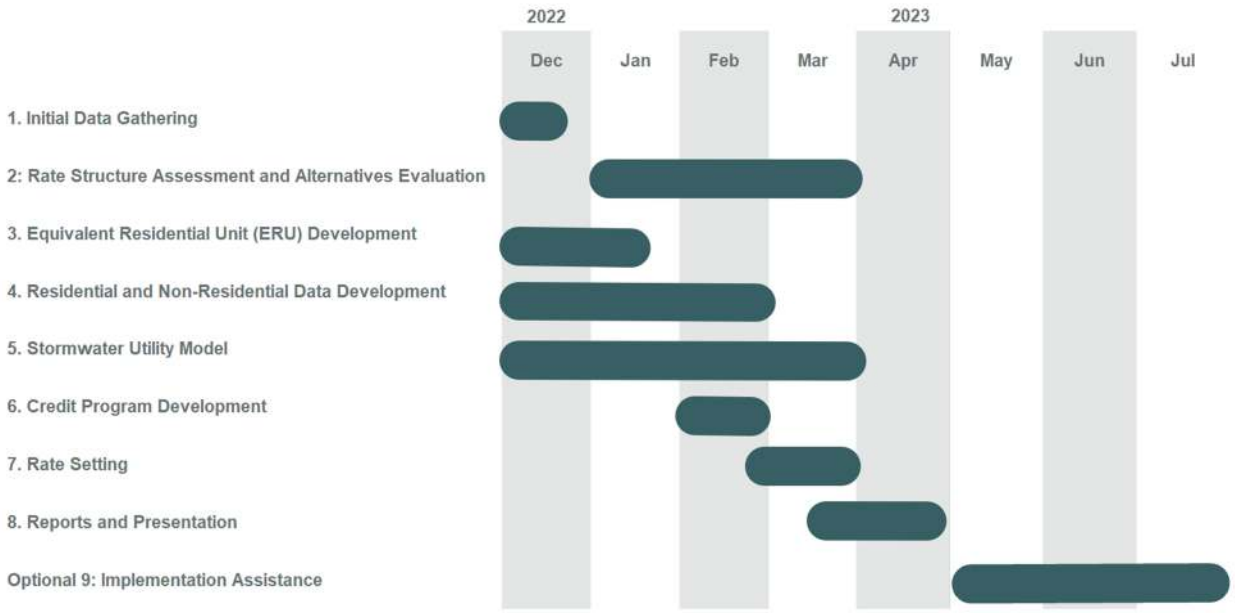
Purchase Order

The ultimate acceptance of this proposal will be the issuance of a purchase order by the city and issued to Raftelis.

Mr. Michael Munger
City of Treasure Island
November 28, 2022

Project Schedule

We propose to complete these services between December 2022 and April 2023. The estimated schedule is as shown here:



We welcome the opportunity to work with the City on this stormwater utility effort. We thank you again for your time and consideration and hope to hear from you soon.

Very truly yours,
RAFTELIS FINANCIAL CONSULTANTS, INC.

Tony Hairston
Vice President

AGENDA ITEM NO. I.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 6, 2022

SUBMITTED BY: Mike Munger, Finance

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Spending Authority for FY23 As-Needed "Handyman Services"

BACKGROUND: Over the years, City staff realized that smaller maintenance projects can be performed by public works staff and large projects are best addressed by outsourcing through issueing Invitations to Bid and Requests for Proposal. However, this left many medium-sized projects unaddressed and languishing. The awarded as-needed agreements were executed to address these medium sized projects.

In FY22 the City Commission approved three, multi-year agreements with general contractor firms for as-needed "handyman" services at city facilities to contractors: Davis Nelson Construction, Razorback Construction and C&T Contracting.

POLICY/PURPOSE: Per Ord. 2-276(b) of the City's Code of Ordinances, the Commission is required to approve purchases in excess of $25,000.

STRATEGIC PLAN RELEVANCE: This item will serve Goal 1 of the Infrastructure Road Map by protecting the City's assets to sustain the future of Treasure Island.

ANALYSIS/DISCUSSION: Staff believes there a number of existing and new projects adopted in the FY23 budget that would be best addressed by these existing contracts. The following list is an expected but not exhaustive list of those projects:

- Community Center Paint & Façade - $60,000 (001-5721-

62000)
- Clock Tower Painting - $89,500 (001-5410-63000)
- Isle of Palms playground fence - $20,000 (001-5723-52900)
- Treasure Bay fence repairs (storm damage) - $20,000 (TBD, FEMA or insurance proceeds), and
- Treasure Bay Maintenance Building roof repair (storm damage) - $23,830 (TBD, FEMA or insurance proceeds)

FUNDING: The funding sources for the projects included in this spending authority request are detailed in the Analysis section below. The total spending authority request of $170,000 in identified projects included in the FY23 budget and an additional amount that will be funded through the limited contigency funds in the non-departmental program to cover repairs caused by Hurricane Ian if needed. If the City does get reimbursed by FEMA, the payment will likely not come within the current fiscal year.

MOTION: I move to approve City Manager Purchase Authority up to $235,000 for as-needed general contracting services in FY23 to any of the three approved contractors.

ATTACHMENTS:

AGENDA ITEM NO. I.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 6, 2022
SUBMITTED BY:	Mike Munger, Administration
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Approve extending Contract # CP-17-18-02, to Suskey Consulting, now a.k.a. Schumaker for State Lobbying Services.
BACKGROUND:	A Request for Proposal (RFP) was advertised September 14 th due October 12, 2018. The City Commission approved the current contract with Suskey Consulting (now Schumaker) for State Lobbying Services on November 20, 2018. The contract was for a one-year term with an option to renew for another 4 one-year terms based on mutual agreement between the City and Contractor. This amendment represents the final extension of the contract and maintaining services for the same cost as last year, at $45,000.
POLICY/PURPOSE:	The purpose of this item is to extend the contract with Schumaker Consulting for state lobbying services for another year and authorize spending in the not to exceed amount of $45,000.
STRATEGIC PLAN RELEVANCE:	Financial and Economic Development Road Map: Goal 2, Maximize the utilization of the City's resources Infrastructure Road Map: Goal 1, Protect the City's assets to sustain the future of Treasure Island.
ANALYSIS/DISCUSSION:	Staff credits Suskey Consulting (Schumaker) being a major contributor to the success in getting the $1.2M East Causeway funding re-appropriated; and securing $900,000 for roadway improvements, $376,000 for Lift Station Rehabilitation, and most recently $1.5 million for the Master Lift Station rehabilitation, and another $1.05 million for the continuation of the sewer later inspection and re-lining project.

Lastly, with recurrent annual proposed legislation continuing to introduce changes that erode home rule, we feel it is important to continue to have a presence at the state level to articulate the City's position.

FUNDING: Funding is available in the adopted FY 2022 budget within the General Fund, Non-Departmental Program (001-5191-31200) for $45,000.

MOTION: I move to approve and authorize extending Contract No. CP-17-18-02 to Schumaker for State Lobbying Services in the amount of $45,000 for an additional and final one-year period.

ATTACHMENTS:
SKM_C450i22112916210.pdf
State Lobbying Services.pdf

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND
STATE LOBBYING SERVICES
CONTRACT NUMBER CP-17-18-02
AMENDMENT 4

This AMENDMENT is made and entered into on the 20th day of November, 2022 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 – 108th Avenue, Treasure Island, Florida, 33706 ("CITY"), and Schumaker Advisors LLC (formerly known as Suskey Consulting LLC, FEIN 47-2371701), whose address is 101 E. Kennedy Boulevard, Suite 2800, Tampa, Florida 33602 ("**CONTRACTOR**"), collectively (the "Parties") for and in consideration of the mutual covenants herein contained and other good and valuable consideration, amend the Contract Between the City of Treasure Island and State Lobbying Services (Contract Number CP-17-18-02) as amended by Amendment One, Amendment Two, and Amendment 3 (hereinafter, "Contract") and state as follows:

1. **CONSIDERATION.** Each of the Parties represented that as a result of economic conditions, mutual covenants, the benefit to both Parties, and other good and valuable consideration, this Amendment shall govern the Parties' responsibilities regarding Sections 2 (Term) and 5 (Compensation), of the Contract.
2. **SCOPE.** This Amendment is being entered into for the purpose of amending, modifying and superseding Section 2 (Term) and Section 5 (Compensation) of the Contract. Except to the extent herein amended, all other provisions set

forth in the Contract shall remain in full force and effect and binding upon Parties.

3. **AMENDMENT.** The Parties agree to amend, modify, and supersede Section 2 (Term) and Section 5 (Compensation) of the Contract as follows:

2. TERM.

The term of the initial Contract will become effective on the date of execution and will continue for one year with an option to renew for another 4 one-year terms based on mutual agreement between the City and Contractor. The Contract was renewed in in November 2019, November 2020, and November 2021. Effective November 20, 2022, this Contract is renewed for a fourth and final one-year term.

5. COMPENSATION.

a. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Proposal submittal. The CONTRACTOR agrees, for the consideration in this Contract, to a not to exceed amount of $41,000/year, invoiced monthly in advance of the contract month, to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Proposal. The CITY will have, at all times, a full opportunity to inspect the materials to be furnished and/or the Work to be performed under this Contract.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

c. Services to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services/Work listed in this Contract. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

4. **CONFLICT.** In the event of a conflict regarding the provisions set forth in Section 2 (Term) and Section 5 (Compensation) of the Contract, excepted as assigned, and the provisions contained in this Amendment, the provisions set forth in this Amendment shall prevail. In the event of a conflict between any other paragraphs within this Amendment and the Contract, the Contract shall prevail.

5. **AUTHORITY TO EXECUTE.** Each of the Parties covenants to the other party that it has lawful authority to enter into this Amendment, that the governing or managing body of each of the Parties has approved this Amendment and that the governing or managing body of each of the Parties has authorized the execution of this Amendment in the manner hereinafter set forth.

The Remainder of this Page is Left Blank Intentionally.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have signed this Contract Amendment.

As To City of Treasure Island

Attest: _____ By: _____

City Clerk City Manager

Approved as to form:

By:_____
City Attorney

As To Contractor


Witness #1 Signature

Gino Casanova
Witness #1 Printed Name

By:

Name: Ron Christaldi


Witness #2 Signature

Teresa Pearson
Witness #2 Printed Name

Title: President/CEO

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND
STATE LOBBYING SERVICES
CONTRACT NUMBER CP-17-18-02

This CONTRACT is made and entered into on the 20th day of November, 2018 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 – 108th Avenue, Treasure Island, Florida, 33706 ("CITY"), and Suskey Consulting LLC, FEIN 47-2371701 whose address is 113 East College Avenue, Tallahassee, Florida 32301 ("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for State Lobbying Services in the City of Treasure Island and desires to competitively select those services in accordance with the Request for Proposal as set forth in the attached CONTRACT documents ("RFP"); and

WHEREAS, the CONTRACTOR has submitted a competitive proposal in response to the RFP for STATE LOBBYING SERVICES as set forth in the attached CONTRACT documents ("Proposal"); and

WHEREAS, the City Commission has determined that CONTRACTOR'S Proposal is in the best interest of the City; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the Parties agree as follows:

SECTION 1. SCOPE OF WORK.

The Scope of Work/Services is specially identified in RFP 17-18-02.

SECTION 2. TERM.

The term of the initial contract will become effective on the date of execution and will continue for one-year with an option to renew for another 4 one-year terms based on mutual agreement between the City and Contractor.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR include, but are not limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the

degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Proposal submittal. The CONTRACTOR agrees, for the consideration in this CONTRACT, a not to exceed amount of $ 25,000/year, invoiced monthly in advance of the contract month, to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Proposal. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

c. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE.

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed from service at any time with or without cause by a majority vote of the City Commission present and voting. The CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes,

accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR 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.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipality, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this CONTRACT or are adopted at any time following the execution of this CONTRACT.

SECTION 11. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT within ten (10) days from the date set forth in the CONTRACT issued by the CITY, to comply with all reporting schedules, and to provide responsive communication to the CITY. The CONTRACTOR agrees to provide a minimum level of updates on a monthly basis, but more importantly provide up to the minute information as it occurs and to provide a minimum of weekly updates during the legislative session.

SECTION 12. INDEPENDENT CONTRACTOR.

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor 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 CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 20 to this Contract.

SECTION 14. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 202 below.

SECTION 15. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 16. INSURANCE.

The CONTRACTOR shall maintain such insurance 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 CONTRACT. Certificates of such insurance must be provided to the CITY prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all policies.

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, or volunteers, arising out of the services associated with this CONTRACT. This indemnification, defense, and hold harmless actions will not be limited by any insurance amounts required in this CONTRACT. This provision will survive termination of this CONTRACT.

SECTION 18. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this CONTRACT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;

b. 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;

c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and

d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that

are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 EXT. 229, rnickerson@mytreasureisland.org, AND CITY HALL, 120 108th AVE., TREASURE ISLAND, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 20. NOTICE.

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT 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: Amy Davis, Finance Director
120 – 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
adavis@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 CONTRACTOR as provided above.
All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company: Suskey Consulting
Attention: Alan Suskey
Address: 113 East College Ave., Tallahassee, FL 32301
Phone: (850) 510-8314
Email: as@suskeyconsulting.com

or to such address or facsimile number as the CONTRACTOR 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.

SECTION 21. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposal Documents for RFP NO. 17-18-02
2. Proposal submitted by CONTRACTOR on 10/10/2018

SECTION 22. MISCELLANEOUS.

1. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**
2. CONTRACTOR has been made aware of Sections 287.133, 287.134, and 287.135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with those provisions in all respects prior to and will comply with those provisions in all respects during the term of this CONTRACT.
3. CONTRACTOR and any subcontractors 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 said section.
4. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.
5. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.
6. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.
8. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s), the provisions of the latest executed instrument will take precedence.

9. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, 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 CONTRACT did not contain the particular part, term, or provision held to be invalid.
10. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and most not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.
11. The Parties represent and warrant that they have entered into this CONTRACT 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 CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. 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 CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.
12. All words used in this CONTRACT 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.
13. Each of the Parties covenants to the other party to this CONTRACT that it has lawful authority to enter into this CONTRACT, that the governing or managing body of each of the Parties has approved this CONTRACT, and that the governing or managing

body of each of the Parties has authorized the execution of this CONTRACT in the manner set forth below.

14. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have signed this CONTRACT.

As To City of Treasure Island

Attest: _____ By: _____

City Clerk City Manager

Approved as to form:

By: _____

City Attorney

As To Contractor

By: _____

Witness #1 Signature

Name: _____

Witness #1 Printed Name

Witness #2 Signature

Title: _____

Witness #2 Printed Name

AGENDA ITEM NO. I.9

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 6, 2022

SUBMITTED BY: Celine Kidwell, Administration

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Establish 2023 City Commission Meeting Schedule

BACKGROUND: Each year the commission approves a meeting schedule for the upcoming calendar year. Staff has prepared the proposed 2023 City Commission Meeting Schedule. The schedule includes proposed dates for Regular Meetings, Regular Workshops, Budget Workshops and Budget Hearings.

In consideration of summer school schedule and holidays, it is proposed to cancel the Regular Meeting and Workshop for January 3, 2023, and July 4, 2023, if there is no pending business. Also, proposed for the month of August 2023, move the Regular Meeting and Workshop to to Tuesday, August 8, 2023 and Wednesday, August 23, 2023.

Pinellas County Supervisor of Elections Office informed us that the November 7, 2022 General Municipal Election only includes the City of Seminole. The City of Seminole is considering to move their election, so there is also a possibility that there will not be an election in November 2023. The City Commission November 7, 2023 will resume on this date.

POLICY/PURPOSE: **City Charter, Article III. Section 3.07. Procedure. (a) Meetings** provides that the commission shall meet regularly at least once every month at such times and places as the commission may prescribe by rule. Special meetings may be held on the call of the mayor, vice-mayor, in the absence of the mayor, or of a majority of the members and whenever practicable, upon no less than twelve (12) hours' notice to each member and the public and all meetings shall be public.

City Commission Rules of Procedure, 3.3 Day, Time and Place of Meetings. A. City Commission Meetings provides that the City Commission shall conduct its regular and workshop meetings on the first and third Tuesday of every month and may be cancelled or rescheduled by motion. When the day fixed for any meeting of the Commission falls upon a date designed by law as a legal or national holiday or shall fall upon some commemorative day designed locally or upon a day of local emergency, such meeting shall be canceled or held at a date and time agreed upon by the City Commission. Regular, workshop and special meetings shall be held in the City Auditorium, 120 108th Avenue, or in some other duly designated place.

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION: The TRIM calendar has not yet been issued by the State to be able to tentatively schedule the September meetings to accommodate the budget hearings within the require TRIM schedule, this schedule is usually published in January/February each year. Additionally, the City cannot hold the budget hearings on the same days as the County or the School Board and these meetings are usually scheduled within the first several months of the new year.

Once the TRIM schedule is published in January, staff will evaluate the meeting dates in September to tentatively schedule the Budget hearings and will again evaluate the meeting dates when the County and School Board have published the dates of their Budget Hearings.

FUNDING: None.

MOTION: I move to approve the 2023 City Commission Meeting Schedule.

ATTACHMENTS:
Proposed_2023_City_Commission_Meeting_Schedule v2.docx

2023 City Commission Meeting Schedule

(Dates subject to change)

January 17, 2023

February 7, 2023

February 21, 2023

March 7, 2023

March 21, 2023

April 4, 2023

April 18, 2023

May 2, 2023

May 16, 2023

June 6, 2023

June 20, 2023

July 18, 2023

August 8, 2023

August 9, 2023 - Proposed Budget Workshop

August 23, 2023

September 5, 2023- Tentative Budget Hearing

September 19, 2023 – Tentative Budget Hearing

October 3, 2023

October 17. 2023

November 7, 2023

December 5, 2023

December 19, 2023

2023 Election Dates (Subject to change.)	
March 14, 2023	Municipal Elections
August 29, 2023	St. Petersburg Primary Elections (tentative)
November 7, 2023	Municipal General Elections
2023 City Observed Holidays (City Hall Closed)	
January 1, 2023	New Year's Day
January 16, 2023	Martin Luther King, Jr. Day
May 29, 2023	Memorial Day
July 4, 2023	Independence Day
September 4, 2023	Labor Day
November 11, 2023	Veterans' Day
November 23 & 24, 2023	Thanksgiving Holiday
December 25, 2023	Christmas Day
2022-2023 Pinellas County School District Student Calendar	
Dec. 24, 2022 -Jan. 8, 2023	Winter holidays - No school for students
January 9, 2023	All PreK-12 and postsecondary schools' classes resume
January 16, 2023	Dr. Martin Luther King, Jr. Day - No school for students
February 20, 2023	Presidents' Day
Mar. 11, 2023 – Mar.19, 2023	Spring holidays – No school for students.
March. 20, 2023	No school for students.
April 7, 2023	No school for students.
May 25, 2023	End of fourth quarter. Last day for all students.