BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, JANUARY 21, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Recognition of Employees of the Year 2024

D.2 Employee Recognition: Celebrating Officer Darn Chiaputti's 25 Years of Dedication

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. COMMISSIONER REPORTS

Commissioner Toth
Commissioner Crabill
Commissioner Minning
Commissioner Dickey
Mayor Doctor

G. CONSENT AGENDA

G.1 Update the terms and enrollment requirements of the 401a retirement plan.

G.2 Approval of the Tampa Bay Corporate SportsFest 2025
Proposed 2025 Site Layout 09 05 2024.pdf
TBBJ_Corporate SportsFest_Full Page_2025_FINAL (4).pdf
Tampa Bay Corporate Sportfest 2025 Contract and General Conditions (02788124-6).pdf

G.3 Pinellas County Combined Mutual Aid Agreement

Pinellas County Combined Mutual Aid Agreement Feb 2025.pdf
Pinellas County Combined Mutual Aid Agr 2021 to 2025 - Addendum - Signed by PCSO.pdf

H. APPROVAL OF MINUTES

H.1 Approval of Minutes: Commission's Meeting Minutes
12-17-24 Regular meeting minutes.docx

I. ITEMS OF BUSINESS

I.1 Ordinances 2024-11 to 2024-18 implementing The Terrain Modification Program were scheduled for 1st Reading on January 7, 2025 and Public Hearing on January 21, 2025. At the meeting of January 7, 2025, the City Commission pulled the item from the agenda and directed staff to bring this to a workshop on January 21, 2025.

I.2 Second Reading and Public Hearing for Ordinance 2024-27 amending Chapter 68.
Ordinance 2024-27 (amending chapter 68 hurricane relief) Revised BMO (02780875-3).pdf
2024 1217 COTI - Business Impact Estimate Ord 2024-27.pdf
LPA RES 2024-09.pdf
Affidavit ORD2024-27.pdf

I.3 Appointment of Interim City Clerk

I.4 Federal Emergency Management Agency (FEMA)/Florida Department of Emergency Management (FDEM) After Action Review
City TI Commission Summary Memo.pdf
FEMA Memo Treausre Island.pdf
NFIP Sanction Sheet.pdf

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 10451 Gulf Blvd, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. D.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 21, 2025

SUBMITTED BY: Jessica Zamora, Human Resources

ITEM TYPE: Recognitions

AGENDA SECTION: PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

SUBJECT: Recognition of Employees of the Year 2024

BACKGROUND:

Field: William "Ryan" Patton, Facility Maintenance I in the Public Works Department was nominated by his peers for being an exceptional team player. Ryan started with the City in January 2022 and is viewed by his co-workers as always friendly and cheerful. He is ready to lend a hand to other departments. Ryan is an all around good worker and a pleasure to work with.

Office: Jackie Gabriel, Senior Code Compliance Inspector in the Community Development Department is recognized by her peers for her cross-departmental assistance and having great ideas. Most recently, Jackie willingly took on the additional duties of acting as the County liaison at the EOC during hurricane recovery efforts which required learning the aspects of the role and creating relationships quickly. Her co-workers describe her as demonstrating hard work, passion, and integrity every day and she always finds a way to get an answer.

Public Safety: Firefighter/Paramedic Adam Drooger is respected and looked upon for guidance and knowledge by all members of in the Fire Department. This year, FF Drooger took the initiative to build a dryer for their turnout gear that would normally cost up to $10,000. By finding DIY plans online and retrofitting those plans, FF Drooger built the apparatus for less than $1000. This is one example of his continuous dedication to the Fire Department and the City.

POLICY/PURPOSE:	To recognize the Employees of the Year for 2024.
STRATEGIC PLAN RELEVANCE:	Administration Road Map: Goal 1 - Develop, support, and retain a diverse workforce to serve the needs of the community: Objective 3: Improve recruitment and retention of City employees; Bold Action 5: Create employee appreciation activities and programs.
ANALYSIS/DISCUSSION:	Employees of the Year are nominated by their peers and supervisors in recognition of their contributions to the organization. Each nomination is reviewed by the Safety Committee, which includes members from various departments. Nominations are read aloud, and voting is anonymous. The Employees of the Year are publicly recognized for their contributions to the City, and the award is documented in their personnel file.
FUNDING:	.
MOTION:	This item provides information to the members and doesn't require a decision or vote.

ATTACHMENTS:

AGENDA ITEM NO. D.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 21, 2025
SUBMITTED BY:	Jessica Zamora, Police
ITEM TYPE:	Recognitions
AGENDA SECTION:	PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION
SUBJECT:	Employee Recognition: Celebrating Officer Darn Chiaputti's 25 Years of Dedication
BACKGROUND:	We would like to recognize Officer Chiaputti on his 25 years of service to the City of Treasure Island. Officer Chiaputti began his career with us on December 26, 1999.
POLICY/PURPOSE:	In acknowledgment of Officer Chiaputti's remarkable 25 years of service with the City of Treasure Island, we extend our heartfelt appreciation for his dedication and contributions to the community.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	Officer Chiaputti has been an integral part of The City of Treasure Island Police Department for 25 years and we would like to recognize his continued dedication to the City and his department.
FUNDING:	.
MOTION:	Presentation only

ATTACHMENTS:

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 21, 2025

SUBMITTED BY: Jessica Zamora, Human Resources

ITEM TYPE: Request to Commission

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Update the terms and enrollment requirements of the 401a retirement plan.

BACKGROUND: Our current contract has not been updated in over 20 years. The proposed changes offer more flexibility for our employees to decide how they want to invest in their retirement, are in line with other municipalities, and would allow for one more tool to recruit and retain employees.

POLICY/PURPOSE: The purpose of this item is to update the existing contract with Mission Square who administers our 401a retirement plan for all employees not covered under FRS.

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION: The proposed changes offer more flexibility for our employees to decide how they want to invest in their retirement, are in line with other municipalities, and would allow for one more tool to recruit and retain employees.

Current 401a plan:

- 8% employer contribution
- 5% employee contribution within first 60 days of employment; if the 60-day window is missed, the employee cannot enroll into the program
- 5-year vesting beginning at year 2
- Option to enroll into a 457

Proposed 401a plan:

- 8% employer contribution – any employee not currently enrolled has the option to enroll with the new contract
- 5-year vesting at 20% each year beginning year 1
- No mandatory employee contribution for new employees – current employees already enrolled cannot be unenrolled
- Option for all employees to enroll in a Roth or traditional 457

FUNDING: There is no change in the budget for FY25.

MOTION: I move the City Commission approve the proposed 401a retirement plan.

ATTACHMENTS:

AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 21, 2025

SUBMITTED BY: Mike Baker, Parks & Recreation

ITEM TYPE: Request to Commission

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Approval of the Tampa Bay Corporate SportsFest 2025

BACKGROUND:

The Florida Corporate SportFest, Inc. held the first Tampa Bay Corporate SportsFest in Clearwater Beach and has been coordinating the annual team building event over the past forty (40) years in Pinellas County. The annual Tampa Bay Corporate SportsFest has been held in the City of Treasure Island on the public beach since April 2022.

Upwards of 4,000 attendees and 200 employee teams from Tampa Bay Companies and Organizations participate in the annual Tampa Bay Corporate SportsFest.

The event is produced by Florida Corporate SportsFest, Inc. Founder/Executive Director Dave Baughman and Director of Operations Parker Rabow.

The Florida Corporate SportsFest organization is an established, well-organized operation that has worked closely with the Parks and Recreation Department to ensure the event is carried out in a professional manner.

POLICY/PURPOSE:

Commission approval is requested to host the 41st Annual

Tampa Bay Corporate SportsFest in Treasure Island

STRATEGIC PLAN RELEVANCE:

Community Road Map: Goal 1, Objective 3, Expand programming opportunities and unique community events

Financial and Economic Development Road Map: Goal 1, Foster a vibrant business community

ANALYSIS/DISCUSSION:

The 41st Annual Tampa Bay Corporate SportsFest will be held on Saturday, April 26, 2025 on the public beach from 104th to 107th Avenue. Opening Ceremonies begin at 9:00am with the competition from 9:30 am to 4:00 pm. Competitions will include volleyball, tug-of-war, corn toss, dodgeball, and surf & turf relays. Other activities will include a DJ, bar and food trucks. The Tampa Bay Corporate SportsFest has invited the Mayor and Commissioners to participate in the Opening Ceremonies.

Tampa Bay Corporate SportsFest will promote the City of Treasure Island as the host city through a regional promotional campaign. The City's logo will be added to all promotional material including social media, website, publications, etc....

Event setup and breakdown will be held as follows:

- Setup of the event will start on Saturday, April 19th through Saturday, April 25th from 9:00 am to 5:00 pm
- Event will be held on Saturday, April 26th from 9:00 am to 4:00 pm
- Breakdown will occur at the conclusion of the competition and will be completed by 9:00 pm on Saturday, April 26, 2024. All commercial equipment including tents, staging, tables and chairs will be secured for safety and removed from the beach on Monday, April 28, 2025, by 5pm.

The event organizer has provided the attached site plan. Tampa Bay Corporate SportsFest is required to maintain adequate walking lanes and pathways for beachgoers, emergency and service vehicles to access the beach.

Non-Motorized Trailers

- SportsFest utilize four (4) 18-foot enclosed trailers to store event equipment will be brought to the beach on Saturday, April 19th and then parked as designated on the site plan through Sunday, April 27, 2025.
- SportsFest is requesting a designated utility trailer staging area for vendor trailers directly behind Gulf Front Park from Saturday, April 26th through Sunday, April 27, 2025.

Motorized Vehicles

- No vehicles will be permitted to park overnight or drive on the public beach other than for the approved hours for setup and breakdown.
- Food trucks will be allowed on the beach on the day of the event only. Food trucks can setup no earlier than 7:00am and be removed from the beach no later than 6:00pm on Saturday, April 26, 2025.
- Two (2) 4 wheel drive pickup trucks will be permitted for setup and breakdown from April 19 through April 28, 2025 between the hours of 9:00 am to 5:00 pm. No vehicles other than utility vehicles and food trucks will be permitted on the beach on the day of the event.
- Up to six (6) utility vehicles will be permitted on the beach to be used for setup, breakdown and on the day of the event from 9:00 am to 5:00 pm from April 19 through April 28, 2025.
- Commercial equipment vendors trucks will be permitted to drive on the beach for setup and breakdown of equipment only.
- Vehicles are prohibited to drive over the mobility mat.

The event coordinator must obtain a permit from the Florida Department of Environmental Protection (FDEP) and the Florida Fish Wildlife Commission (FWC) to hold the event on the public beach. Additionally, written approval from the Division of State Lands under the existing Memorandum of Understanding is required.

Tampa Bay Corporate SportsFest has provided the following Safety Plan:

- Treasure Island Fire Department will provide for a two-person dedicated EMS unit at the First Aid Tent on standby during the event.
- The Treasure Island Police Department will assign two dedicated Officers to the event.
- Tampa Bay Corporate SportsFest will provide a certified lifeguard for the Surf & Turf Relay. As this competition

extends from the event area west to the shoreline. Tampa Bay Corporate SportsFest will need to coordinate with Taylor Beach Services to relocate or move cabanas during the event.

- Tampa Bay Corporate SportsFest will provide two (2) security guards overnight Friday, April 25 to oversee the event area.

Tampa Bay Corporate SportsFest shall adhere to City Ordinances prohibiting animals, glass, grills or open flames, and smoking on the beach. The event organizer should also adhere to the Leave No Trace and signage ordinance. Tampa Bay Corporate SportsFest organizers shall notify all participating teams and sponsors of the above ordinances prior to the day of the event.

Attendees will utilize the restroom facilities at Gulf Front Park. Additionally, the event organizer will provide no less than eight

(8) portable toilets to be stationed at Gulf Front Park and as determined by the Parks and Recreation Department.

Tampa Bay Corporate SportsFest staff and volunteers will distribute trash bags to all teams, distribute trash cans throughout the event area, bag trash and place in a designated location in the event area. Parks and Recreation Department staff will dispose of the trash from the designated location. Tampa Bay Corporate SportsFest will coordinate with Keep Pinellas Beautiful/TI Adopt-A-Beach to clean the beach after the event and restore the beach to pre-event condition.

All About Food Trucks will be providing the food concessions during the event and will obtain the necessary licenses, permits and insurance for the sale of food on the public beach. Copies of the licenses and Certificates of Insurance shall be provided to the Parks and Recreation Department a minimum of one week prior to the event date.

Florida Corporate SportsFest is required to provide the CITY with a Certificate of Liability Insurance naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000), Auto liability no less than One Million

Dollars ($1,000,000), Workers Comp (Statutory), Employee Liability/Accident of One Hundred Thousand Dollars ($100,000), Umbrella Liability of Two Million ($2,000,000) aggregate with One Million ($1,000,000) per occurrence.

Each SportsFest sponsor is provided a 10x10 tented booth on the day of the event. There will also be up to six (6) non-food vendors utilizing 10x10 tents. Tents larger than 10x10 will require a permit from Community Development Department.

The event organizer will utilize up to fifteen (15) 20x20 tents for various competitions and concessions. The FDEP and the City of Treasure Island Community Development Department will need to approve tents larger than 10x10. The event organizer will be responsible for the costs associated with permits for the applicable 20x20 tents, which is to be obtained through the Community Development Department.

St Petersburg College is a Tampa Bay Corporate SportsFest sponsor. Parking at the Gibbs Campus is the designated offsite parking and shuttle location for participants. Between 12-15 shuttle buses will operate between the hours of 7:00 am and 6:00 pm to transport participants and guests to and from the event area. The Treasure Island Community Center is the designated drop off and pick up location. Tampa Bay SportsFest donates $2,000 to the Student Retention Program at St Petersburg College Gibbs Campus. Other event participants will park in public and private metered parking lots at the applicable rate.

SportsFest is requesting to rent thirty (30) spaces reserved for VIP and staff parking at the City Hall south parking lot on the day of the event. The event organizer will coordinate with the Finance Department to reserve the parking spaces and pay the applicable fee. The event organizer will be required to cone off and man the parking area on the day of the event.

The term of the contract is to include the 41st annual Tampa Bay Corporate SportsFest on Saturday, April 26, 2025, with a renewal term of three additional one-year terms for the annual event. Each subsequent year's dates will need to be scheduled and approved through the Parks and Recreation Department. Any significant requests for changes to the contract for the

annual race will need to be approved by the City Commission.

FUNDING:

The Adopted Fee Schedule states that all events on public property or the public beach which are open to the public for fee or not, or for profit or not, require City Commission approval, Other fees for use of public beach or public property: costs for City services (trash pickup and disposal, police special detail, etc.) to be reimbursed to the City upon approval of the event by the City Manager or City Commission

If the event is approved, an additional special event fee will be assessed based on impact as determined by staff and approved by City Commission. Such impacts could include pre-event permitting and planning, attendance, number of total event days, traffic and parking impacts, parking, road closures, use of commercial equipment, event coordination and administration, etc.

1. Low Impact - $1,000
2. Medium Impact - $2,500
3. High Impact - $5,000

Tampa Bay Corporate SportsFest will be responsible for paying the High Impact Special Event Fee and reimburse the City of Treasure Island for all staff costs associated with the event as published in the annual Adopted Fee Schedule.

The Treasure Island Fire Department will provide for a two-person dedicated EMS unit on standby during the event.

The Treasure Island Police Department will assign two dedicated Officers to the event.

The Parks and Recreation Department will provide two staff members for trash disposal.

MOTION: I move to approve and to authorize the City Manager to enter into a contract with Florida Corporate SportsFest to host the 41st Annual Tampa Bay Corporate SportsFest on Treasure Island public beach from 104th to 107th Avenue, contingent upon approval from the Florida Department of Environmental Protection.

ATTACHMENTS:
Proposed 2025 Site Layout 09 05 2024.pdf
TBBJ_Corporate SportsFest_Full Page_2025_FINAL (4).pdf
Tampa Bay Corporate Sportfest 2025 Contract and General Conditions (02788124-6).pdf

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CITY OF TREASURE ISLAND

CONTRACT AND GENERAL CONDITIONS FOR OPERATION OF TAMPA BAY CORPORATE SPORTSFEST

This **CONTRACT** ("CONTRACT"), entered into on this ____ day of _____, 2025 "Effective Date"), by and between the **CITY OF TREASURE ISLAND, FLORIDA**, a Florida municipal corporation with its principal address at 10451 Gulf Blvd, Treasure Island, FL 33706 ("CITY") and **FLORIDA CORPORATE SPORTSFEST, INC.**, a Florida for-profit corporation with its principal place of business at 8536 Alessandria Court, Naples, FL 34114 ("CONTRACTOR") (collectively, the "Parties"), who, in consideration of the mutual promises and agreements set forth herein, agree as follows:

ARTICLE 1 – SCOPE OF CONTRACT

Tampa Bay Corporate SportsFest

The CITY has been authorized by the City Commission of the City of Treasure Island ("Commission") to contract with CONTRACTOR for the general conditions for operation of the 39th Annual Tampa Bay Corporate SportsFest (hereinafter the "EVENT") to be held in the CITY during the dates and times as provided herein.

ARTICLE 2 – TERM AND DATES OF APPLICABILITY

1. The EVENT shall be held on April 26, 2025, with setup on April 19, 2025 through April 25, 2025 and breakdown from the end of the EVENT on April 26, 2025 through April 28, 2025 (hereinafter, all dates on which the EVENT is scheduled shall be referred to as the "EVENT DATE").

2. On April 26, 2025, the EVENT shall start at 9:00 am and finish by 4:00 pm. Setup will occur daily from April 19, 2025 through April 25, 2025, between 9:00 am to 5:00pm.

Breakdown and clean-up will begin immediately after the EVENT on April 26, 2025, at 4:30 pm and continue until 9:00 pm. Breakdown of commercial stage and tents may continue on April 28, 2025, from 9:00 am to 5:00 pm. All breakdown and EVENT cleanup shall be completed by April 28, 2025, at 5:00pm.

3. This CONTRACT shall commence and be effective on the Effective Date until EVENT breakdown on April 28, 2025, at 5:00 pm, unless terminated sooner as provided herein. This Contract may be renewed upon mutual written agreement of the Parties for up to three additional one-year terms for the annual event. Any significant requests for changes to the contract for the annual event will need to be approved by the City Commission. This CONTRACT shall govern CONTRACTOR's rights and obligations in connection with the EVENT from the commencement of the EVENT setup to the conclusion of all EVENT activities, including breakdown. CONTRACTOR agrees to provide to the CITY, by no later than two (2) weeks prior to the first EVENT DATE, a detailed site plan and schedule of the EVENT, which shall include the agreed upon set-up date/times through breakdown of the EVENT to the Parks and Recreation Director. Any changes or additions to the event activities or extension of event times will require additional Commission approval and an amendment to this CONTRACT.

4. The EVENT area shall be limited to the public beach from the public beach access at 104th Ave to 107th Ave, Treasure Island, FL 33706. The beach shall remain open to the public during the EVENT. This CONTRACT does not provide CONTRACTOR any exclusive rights to CITY owned property.

ARTICLE 3 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by Either Party
Either party may terminate this CONTRACT, with or without cause and without penalty or expense to the terminating party, upon twenty-four (24) hours' written notice to the other party. Upon expiration of such time period, this CONTRACT shall be deemed terminated, and all obligations under this CONTRACT shall cease. Upon expiration of such time period, this CONTRACT shall be deemed terminated, all obligations under this CONTRACT shall cease, and a final invoice shall be submitted for all work performed up to and through the date of termination. If the EVENT is rescheduled, this CONTRACT is not applicable to dates other than those specified in Article 2, unless expressly agreed to in writing by the CITY.

2. Termination by CITY
The CITY may terminate this CONTRACT with cause at any time immediately upon written notice to CONTRACTOR, if: (a) CONTRACTOR fails to fulfill or abide by any of the terms or conditions specified in this CONTRACT; (b) CONTRACTOR fails to perform in the manner called for in this CONTRACT; or (c) if necessitated by an emergency, as determined by the CITY. In its sole discretion, the CITY may allow CONTRACTOR an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the CITY's written notice of termination

to CONTRACTOR shall state the time period, if any, in which cure is permitted and other appropriate conditions, if applicable.

ARTICLE 4 - OBLIGATIONS OF THE CITY

The CITY shall allow CONTRACTOR to leave its competition related equipment on the beach overnight from April 19, 2025 through April 27, 2025, subject to the requirements provided in Article 5.

ARTICLE 5 – OBLIGATIONS OF CONTRACTOR

1. CONTRACTOR is required to provide the CITY with a Certificate of Liability Insurance naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000), to be submitted to the CITY Parks and Recreation Department no later than five (5) days prior to the first day of the EVENT. The Certificate of Liability Insurance shall cover the entire day/times encompassed by the EVENT and Effective Date of this CONTRACT, beginning at set up time no earlier than 9:00 am on April 19, 2025, through the final breakdown of the EVENT, no later than 5:00 pm on April 28, 2025. See Article 8 for more information regarding insurance.
2. CONTRACTOR is required to get all necessary approval from the Florida Department of Environmental Protection ("FDEP") and the Florida Fish and Wildlife Conservation Commission ("FWC") prior to the EVENT set up and provide the CITY with any and all approval documentation. The FDEP permit must be posted conspicuously on site from 9:00 am on April 19, 2025, through 5:00 pm on April 28, 2025.
3. CONTRACTOR is responsible to provide staff or volunteers for the cleanup, trash pickup, and trash disposal generated by the EVENT. Throughout the EVENT and at the conclusion of the EVENT, the EVENT area must be cleaned, free from trash and debris, and returned to the condition in which it was originally found. CONTRACTOR shall be responsible for keeping the EVENT area clean and free from trash. CONTRACTOR and its staff or volunteers will be responsible for emptying trash receptacles and coordinating with Parks and Recreation staff to dispose of trash bags. If the CITY has to perform additional clean up to return the EVENT area to its original condition, the CONTRACTOR shall reimburse the CITY for such additional clean up at the rates defined in the CITY's fee schedule.
4. If the CONTRACTOR sells alcohol and food on the beach in conjunction with the EVENT, the CITY must receive a Certificate of Insurance for liquor and food. See Article 8 for more information regarding insurance. Food trucks will be required to be on the beach by no later than 9am the morning of the EVENT and must be off the beach each day by no later than 9pm. Food trucks may only be located in the areas marked on the site map for such use attached as Exhibit A.
5. CONTRACTOR is responsible for obtaining the necessary permits from the CITY's Community Improvement Department for the installation of tents larger than 10 feet x 10 feet, and/or for the use of commercial equipment, including but not limited to staging, as applicable and consistent with the CITY's Code of Ordinances and City Resolutions.

6. CONTRACTOR is permitted to leave equipment on the beach overnight from April 19, 2025 through April 27, 2025, so long as CONTRACTOR has received approval from FDEP and FWC. Areas should be marked on the site plan and not block hotel guest views. On Friday Afternoon, April 25th, several vendors and suppliers will deliver their equipment onto the beach in preparation of Saturday's event. Vendors will be escorted by CONTRACTOR from beach access to site location and back to Gulf Front Park for safety. These include sound equipment, towable generator, corn toss equipment trailer and BOTE equipment trailer. Only the trailers identified in Exhibit A will be allowed to remain on the beach in the EVENT area overnight. Vendors and suppliers may return after 4pm on Saturday, April 26th, during breakdown to pick up their equipment and trailers during the designated breakdown hours. CONTRACTOR will escort vendors to Gulf Front Park entry area.

7. Any electric installation, whether temporary or permanent, shall be permitted and installed by a licensed electrical contractor, and inspected by the City of Treasure Island Building Division prior to use. CONTRACTOR agrees to pay an electrical fee charge of one hundred dollars ($100) to use the electricity on the public beach.

8. CONTRACTOR shall provide a minimum of eight (8) portable toilets to be stationed by the Gulf Front Park bathroom facility. The required number of portable toilets will be at the discretion of the CITY for the EVENT. Portable toilets must be depicted on a detailed site plan, as required by Article II of this CONTRACT.

9. CONTRACTOR, vendors, performers, and EVENT participants must adhere to and comply with all applicable Federal, State, and local laws, regulations, and ordinances. CONTRACTOR shall be responsible for ensuring the provisions of this CONTRACT are complied with and not violated by EVENT organizers, vendors, performers, and EVENT participants.

10. All activities associated with the EVENT shall follow the following schedule and shall begin and conclude at the hour indicated below:

April 19 through April 25	Setup	(9:00am-5:00pm)
April 26	Competition	(9:00am-4:00pm)
	Breakdown	(4:30pm-9:00pm)
April 28	Breakdown (Commercial Equipment)	(9:00am-5:00pm)

11. The EVENT will be held on the public beach between 104th Avenue to 107th Avenue, Treasure Island, FL 33706.

12. The CITY shall not waive parking meter fees for the EVENT. The CONTRACTOR will pre pay for 30 parking spaces in the South City Hall parking lot at the normal parking rates for VIP's, vendors, and event directors.

13. No parking of motorized vehicles shall be allowed on the beach.

14. Except as specifically provided in this CONTRACT, the CITY prohibits the use of all vehicles on the Public Beach in connection with the activities authorized under this CONTRACT. However, in the interest of public safety, the CONTRACTOR is permitted to use six (6) utility vehicles for the setup and tear down of the EVENT. Additionally, the CONTRACTOR and its employees will be permitted to drive the utility vehicles for transporting supplies/trash during the Event. The CONTRACTOR must adhere to the use of the specified beach accesses located at Treasure Island Gulf Front Park located at 10400 Gulf Boulevard, Treasure Island, FL 33706.

    However, nothing in this CONTRACT authorizes CONTRACTOR to violate state law. Specifically, "Vehicular traffic" across the Public Beach is strictly prohibited pursuant to section 161.58, Florida Statutes, as cited in the Modified Final Summary Judgment-Declaratory Relief and Permanent Injunction entered in *Tahitian Treasure Island, LLC, et al. vs City of Treasure Island*, Pinellas County Case No. 13-011287-CI (hereinafter the "Injunction"). CONTRACTOR is prohibited from taking any action in violation of the Injunction or Section 161.58, Florida Statutes.

15. The CONTRACTOR will use two (2), 4-wheel drive trucks during set-up and breakdown to tow and place heavier trailers and move equipment on and off the beach.

16. The CONTRACTOR is authorized to park non-motorized trailers for equipment storage on the beach from 9:00 am on April 19, 2025, through 5:00 pm on April 28.

17. The CONTRACTOR shall abide by all City Ordinances.

18. The CONTRACTOR will supply a Beach Entrance Attendant: On Saturday morning of the event, beginning at 7 am, Sportsfest will assign a staff member to monitor the entrance to the beach, only allowing a list of designated vehicles and drivers to access the beach as indicated on Exhibit A. No vehicles are allowed to park on the beach on during the EVENT. The vehicles are allowed to deliver supplies in the morning and then are required to leave the beach and park in a city parking lot. Trailers not used for events are to be parked on other side of mobility mat as marked on Exhibit A.

19. The CONTRACTOR will cone off the mobility mat to prevent setup and breakdown vehicles from driving over it.

20. The CONTRACTOR shall hire private security guards for the EVENT

ARTICLE 6 – INJURY OR DAMAGE TO PERSONS OR PROPERTY

If any party to the CONTRACT suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding twenty-one (21) days from the date the injury or damage is discovered or should have been reasonably discovered. This notice shall provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 7 – COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

CONTRACTOR shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this CONTRACT and that, in any manner, could bear on the work performed under this CONTRACT including, but not limited to all rules and regulations related to safety and compliance therewith. The CITY shall have no authority to direct, oversee, or instruct CONTRACTOR's employees, volunteers, or any other individuals performing this CONTRACT. Omission of any applicable laws, ordinances, rules, regulations, standards or orders from this CONTRACT shall not relieve CONTRACTOR of its obligations to comply with all laws fully and completely. Upon request, CONTRACTOR shall furnish to the CITY certificates of compliance with all such laws, orders and regulations., including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Section 119.0701, Florida Statutes, maintenance of public records as applicable.
- Section 161.58, Florida Statutes
- All CITY ordinances

ARTICLE 8 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

The Parties recognize that CONTRACTOR is an independent contractor. CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance or nonperformance of the duties of the CONTRACTOR regarding the EVENT or in the performance of or non-performance of its obligations under this CONTRACT, whether or not due to or caused by the negligence of the CITY, its commissioners, mayor, officers, employees, agents and attorneys. CONTRACTOR's liability hereunder shall include all attorneys' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of CONTRACTOR against the CITY, and CONTRACTOR hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this CONTRACT, and specifically this provision requiring CONTRACTOR to indemnify the CITY, is intended to nor shall it be

construed as an additional waiver of sovereign immunity by the CITY beyond the CITY's expressed written contractual obligations contained within this CONTRACT, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this CONTRACT, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this CONTRACTOR.

Subject to the limitations set forth in this Article 8, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the CITY for which CONTRACTOR is obligated to indemnify, defend, and hold harmless the CITY and, in connection of such defense, shall appoint lead counsel in each case at CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If CONTRACTOR assumes control of the defense of any third-party claim in accordance with this Article 8, CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the CITY, be detrimental in any material respect to the CITY's reputation; (b) the third party claim seeks an injunction or equitable relief against the CITY; or (c) CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

2. Certificate of Insurance

CONTRACTOR is required to provide the CITY with a Certificate of Liability Insurance naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000), to be submitted to the CITY Parks and Recreation Department no later than five (5) days prior to the first day of the EVENT. The Certificate of Liability Insurance shall cover the entire day/times encompassed by the EVENT and Effective Date of this CONTRACT, beginning at set up time no earlier than 9:00 am on April 19, 2025, through the final breakdown of the EVENT, no later than 5:00 pm on April 28, 2025. CONTRACTOR shall furnish The CITY with proof of insurance coverage, at least five (5) days prior to the first day of the EVENT as follows:

- A policy naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000) of General Liability Insurance;
- A policy naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000) of Auto Liability Insurance;
- A policy naming the CITY as an additional insured entity for Workers' Compensation insurance at the required Florida statutory limits;

- A policy naming the CITY as an additional insured entity at a level no less than One Hundred Thousand Dollars ($100,000) of Employee Liability/Accident Insurance;
- The name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY at least five (5) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- The Certificate of Insurance shall be in the form as approved by the CITY and such Certificate shall clearly state all the coverage's required in this CONTRACT; and
- If the CONTRACTOR sells alcoholic beverages or food at the EVENT, a Certificate of Insurance with a liquor and food policy must also be provided to the CITY at least five (5) days prior to the EVENT.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

1. Governing Law and Venue

This CONTRACT shall be governed by the laws of the State of Florida. Venue for the purposes of any suit, action, or other preceding arising out of, or relating to, this CONTRACT shall be solely within the Sixth Judicial Circuit, in and for Pinellas County, Florida for state actions and solely in the United States District Court of the Middle District of Florida, Tampa Division for federal actions.

2. Attorneys' Fees and Costs

In the event of legal action or other proceeding arising under this CONTRACT, the CITY shall be entitled to recover from CONTRACTOR all its reasonable attorneys' fees and costs incurred by the CITY in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The CITY also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the CITY. The reasonable costs to which the CITY will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statue, rule or guideline.

3. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this CONTRACT shall be in accordance with and be governed by the laws of the State of Florida. If any provision or part of this CONTRACT is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this CONTRACT shall be treated as though the invalidated portion(s) had never been a part

hereof. The Parties agree that this CONTRACT shall be reformed to replace the invalidated portion(s) thereof with a valid and enforceable provision(s) that most closely reflects the original intent of the invalidated provision(s).

4. Assignment and Construction of Contract

The terms and provisions of this CONTRACT shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the forgoing, CONTRACTOR's rights and obligations under this CONTRACT may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the CITY's prior written consent. The CITY may assign its rights and obligations under this CONTRACT to any successor to the rights and functions of the CITY or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent the CITY deems necessary or advisable under the circumstances. The Parties agree that in any event of litigation concerning the construction of this CONTRACT or interpretation of any language used in this CONTRACT, that this CONTRACT and any of its provisions shall not be construed against the CITY by virtue of this CONTRACT having been drafted by the CITY.

5. Permits

CONTRACTOR is responsible for obtaining any and all permits necessary to perform the requirements of this CONTRACT, at its own expense and prior to such performance.

6. Entire Agreement

This CONTRACT embodies the entire CONTRACT of the CITY and CONTRACTOR. There are no promises, terms, conditions, or allegations other than those contained herein, and this document shall supersede all previous communications, representations, and/or agreements whether within or verbal between the parties hereto.

7. Liability

CONTRACTOR is liable for all obligations under this CONTRACT.

8. No Third-Party Beneficiaries

This CONTRACT is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the CITY, nor shall it be construed as enforceable by any third parties.

9. Termination

This CONTRACT is subject to, and CONTRACTOR acknowledges that this CONTRACT is revocable at will by the CITY, that it is subject to being withdrawn and terminated by the CITY at any time, for any reason, upon five (5) calendar days' written notice provided by the CITY to CONTRACTOR as provided for herein. The CITY, in its sole discretion, shall have the authority to determine whether to terminate this CONTRACT, and CONTRACTOR agrees that the CITY's discretion in any termination of this CONTRACT shall not be subject to judicial review or challenge, but shall be final.

10. Non-Reliance

CONTRACTOR understands and agrees that it has not and will not rely upon any grant or promise of grant of this CONTRACT in any manner whatsoever, including but not limited to, the expenditure or investment of funds.

11. Waiver

Failure to insist upon strict compliance with any terms, covenants or conditions of the CONTRACT shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration, or modification of any of the provisions of the CONTRACT, or cancellation or replacement of this CONTRACT, shall not be valid unless in writing and signed by the parties.

12. Notices

All notices required or made pursuant to this CONTRACT shall be made in writing and sent by certified U.S. mail, return receipt requested addressed to the following:

If to the CITY:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to CONTRACTOR:
Florida Corporate Sportsfest, Inc.
8536 Alessandria Court
Naples, FL 34114

With required copy to:
Jennifer R. Cowan, City Attorney
Bryant Miller Olive P.A.
400 N Tampa St., Suite 1600
Tampa, Florida 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

13. Headings and Section References

The headings and section references in this CONTRACT are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

14. E-Verify

CONTRACTOR shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the CONTRACT. CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of CONTRACTOR. CONTRACTOR may not enter into a contract with a subcontractor to perform work under this CONTRACT unless and until the subcontractor registers with and uses the E-Verify system. If CONTRACTOR enters into a contract with a

subcontractor to perform work under this CONTRACT, CONTRACTOR must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR must maintain copies of all such affidavits for the duration of this CONTRACT. The CITY may terminate this CONTRACT for cause if the CITY determines that CONTRACTOR or CONTRACTOR's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. The CITY will terminate this CONTRACT for cause if the CITY has a good faith belief that CONTRACTOR has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the CITY has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but CITY determines that CONTRACTOR otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the CITY will notify CONTRACTOR as such, and CONTRACTOR must immediately terminate CONTRACTOR'S contract with said subcontractor. If this CONTRACT is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this CONTRACT and may not be considered as such; (b) CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which the CONTRACT is terminated; and (c) CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of the CONTRACT.

15. Force Majeure

Neither party shall be liable for its non-performance, or delayed performance, in whole or in part, if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party, whether foreseeable or not.

16. Amendments

This CONTRACT may not be amended or modified except in writing, executed by the Parties.

17. Authority

The Parties represent and warrant that each is authorized to enter into this CONTRACT without the consent and joinder of any other party and that the individuals executing this CONTRACT have full power and authority to bind their respective party to the terms hereof.

18. Counterparts

This CONTRACT may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

19. Public Records

CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701, 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. 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; and

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; and

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 with 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 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: City Clerk, City of Treasure Island, 10451 Gulf Blvd. Treasure Island, FL 33706, Tel: (727) 547-4575, Fax: (727) 547-4582, cityclerk@mytreasureisland.org

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF the Parties have executed the CONTRACT as of the Effective Date.

CITY: The City of Treasure Island

_____

Charles Anderson, City Manager

ATTEST:

_____

Celine Kidwell, City Clerk

CONTRACTOR: FLORIDA CORPORATE SPORTSFEST, INC.

_____

Dave Baughman, Director

WITNESS:

_____

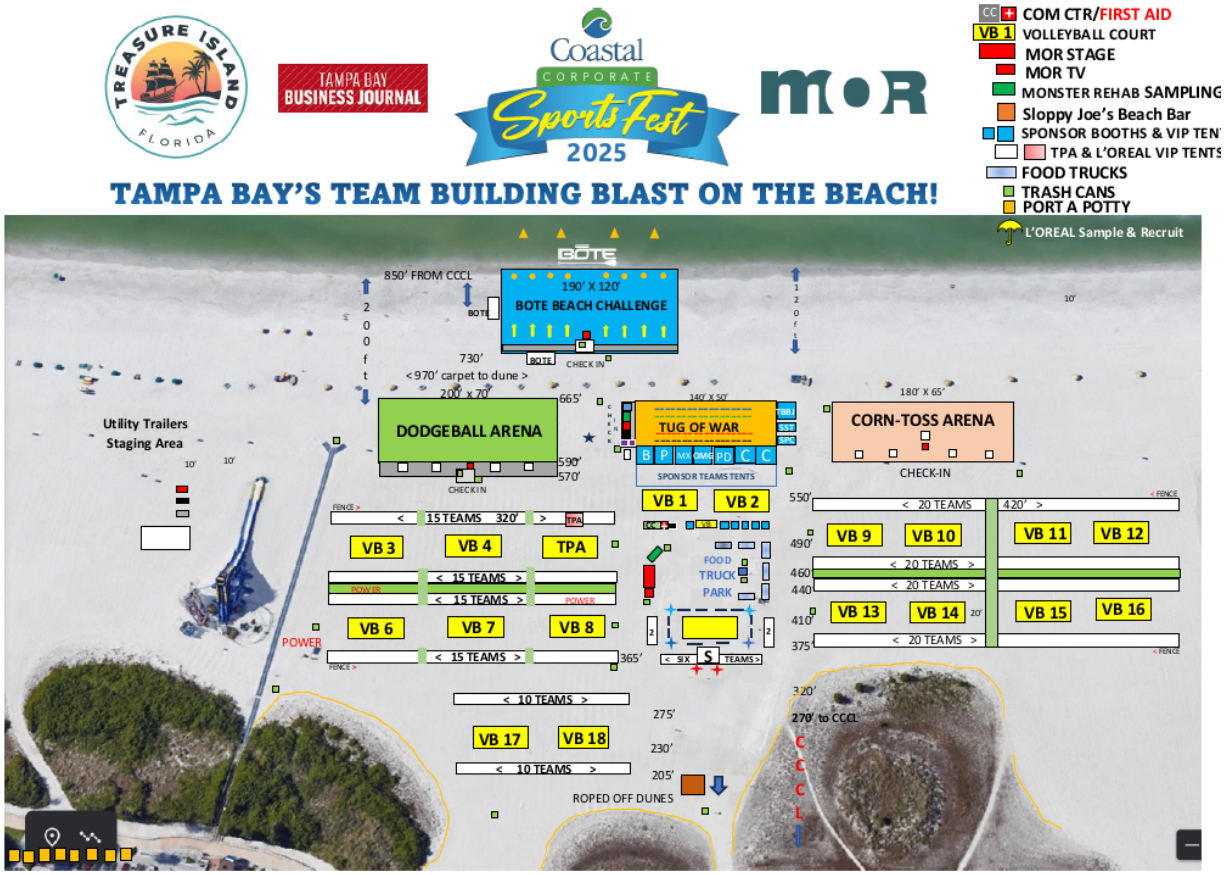
Name: Ann Tomlinson

WITNESS:

_____

Name: Marcia Lang

Exhibit A
Site Map



AGENDA ITEM NO. G.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 21, 2025
SUBMITTED BY:	John Barkley, Police
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Pinellas County Combined Mutual Aid Agreement
BACKGROUND:	In January of 2017, a mutual aid agreement was executed between all the law enforcement agencies in Pinellas County, Florida, the Sheriff of Pinellas County, Florida and the Pinellas County School Board, to address voluntary cooperation, emergency operational assistance, and traffic enforcement or crash investigation on contiguous roadways. The current agreement is set to expire on January 31, 2025.
POLICY/PURPOSE:	Part I, Chapter 23 of the Florida Statutes, the "Florida Mutual Aid Act", authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines by and between such agencies, to such unlawful activities and to enter an operational assistance agreement whereby each agency may request and render law enforcement assistance to the other law enforcement agencies during emergencies under s. 252.34, Florida Statutes.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	Each of the cooperating agencies may request law enforcement assistance from, and provide law enforcement assistance to, the other agencies during a law enforcement emergency or in other situations as needed. This agreement is particularly valuable to an agency the size of the Treasure Island Police Department, as it allows access to numerous resources when needed.

FUNDING: N/A

MOTION: I move to approve and authorize the City Manager to execute the Pinellas County Combined Mutual Aid Agreement, as written.

ATTACHMENTS:
Pinellas County Combined Mutual Aid Agreement Feb 2025.pdf
Pinellas County Combined Mutual Aid Agr 2021 to 2025 - Addendum - Signed by PCSO.pdf

PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned law enforcement agencies in Pinellas County, Florida (hereinafter referred to as "agency") and the Sheriff of Pinellas County, Florida (hereinafter referred to as "Sheriff") (hereinafter also referred to individually as a "cooperating agency"), and the Pinellas County School Board (hereinafter referred to as "Board").

WITNESSETH:

WHEREAS, Part I, Chapter 23 of the Florida Statutes, the "Florida Mutual Aid Act", authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines by and between such agencies to such unlawful activities and to enter into an operational assistance agreement whereby each agency may request and render law enforcement assistance to the other law enforcement agencies during natural or manmade disasters, emergencies under s. 252.34, Florida Statutes, or other major law enforcement problems; and

WHEREAS, the undersigned law enforcement agencies and Sheriff recognize that an increasing number of criminals are operating across jurisdictional lines and that there is a need for a continuing multi-jurisdictional response to such unlawful activities; and

WHEREAS, the undersigned law enforcement agencies, Board, and Sheriff desire to secure the benefits of such mutual aid for their respective jurisdictions; and

WHEREAS, the undersigned law enforcement agencies and Sheriff recognize that there is a need for a continuing multi-jurisdictional response to persons who are involved in traffic accidents on or who are operating vehicles in violation of traffic laws on streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between municipalities or between a municipality and an unincorporated portion of Pinellas County; and

WHEREAS, the undersigned law enforcement agencies, Board, and Sheriff recognize there is a need for enforcement of all traffic-related offenses involving illegal activities at a school bus stop, on school buses, and traffic laws as it relates to traffic violations involving school buses throughout Pinellas County; and

WHEREAS, the undersigned law enforcement agencies, Board, and Sheriff determine that it is in the best interest of the health, safety, and welfare of the citizens of the municipalities and of the citizens of Pinellas County to enter into this Agreement; and

WHEREAS, §1006.12(2)(d), Florida Statutes, authorizes a district school board to enter into mutual aid agreements with one or more law enforcement agencies as provided in Chapter 23, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. Provisions for Voluntary Cooperation

Each of the undersigned law enforcement agencies, Board, and Sheriff hereby approve and enter into this Agreement authorizing each of the cooperating agencies to request law enforcement assistance from and to render law enforcement assistance to the other in dealing with any violations of Florida Statutes, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes and backup services during patrol activities, and inter-agency task forces and/or joint investigations.

II. Routine Law Enforcement Matters

Any party to this Agreement may request the voluntary assistance and cooperation of any other party to this agreement relating to routine law enforcement matters involving more than one jurisdiction.

III. In-Progress Crime Assistance

A. Whenever a law enforcement officer from one jurisdiction views a felony or a misdemeanor involving a breach of the peace occurring in the jurisdiction of another cooperating agency, the law enforcement officer may physically arrest the perpetrator and preserve the crime scene. The officer shall immediately notify the cooperating agency of the primary jurisdiction in which the incident occurred. Unless the law enforcement officer taking action has concurrent jurisdiction, control of both the persons apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurred. If that jurisdiction advises that they decline to dispatch an officer to the scene, the officer on the scene shall complete the investigation, issue any and all necessary citations or notices to appear or effect an arrest, collect and preserve evidence, take custody of any contraband article as defined in Section 932.701(2), Florida Statutes, and/or take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate

to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the investigation, notify the jurisdiction in which the incident occurred of the law enforcement action taken. Whenever remaining at the scene exposes either the officer or the subject to imminent physical danger, the subject and any physical evidence or contraband article may be transported or otherwise relocated in accordance with normal procedure.

B. All fines shall accrue to the municipality or unincorporated area where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal law enforcement officers shall indicate the name of the city in which the infraction occurred or, if the incident occurred in the unincorporated area of the county, the ticket should note that clearly on the face thereof.

The proceeds of any forfeiture action arising out of any law enforcement described in above shall be shared equally between the agency taking the law enforcement action and the agency having original jurisdiction.

IV. Voluntary Investigation

On-duty officers from one jurisdiction may conduct investigations into criminal activity that occurs in their jurisdiction and make arrests related to those investigations in any of the undersigned jurisdictions. If enforcement action is anticipated, the location and nature of the investigation will be reported to the agency's on-duty communication liaison person of the primary jurisdiction where the suspect is located.

If the investigation that originates inside a jurisdiction is a felony or if the continued investigation is to comply with the provisions of § 316.1932 Fla. Stat. regarding breath or blood tests, the police officer retains the power outside his/her jurisdiction to continue the investigation within the territorial limits of this Agreement.

V. Traffic Control Assistance

Whenever a traffic accident involving suspected injuries of a serious nature is reported to the jurisdiction in which the accident occurred and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, a cooperating agency may be contacted for assistance. The cooperative effort shall be restricted to necessary first aid and traffic direction, except in those situations specified in Section VII of this Agreement.

VI. Hazardous Traffic Conditions Assistance

Where an automated traffic control device located in the jurisdiction of a cooperating agency has malfunctioned, and such malfunction poses a hazard to vehicular or pedestrian traffic, an on-duty, uniformed officer of another cooperating agency may immediately commence to divert or direct traffic or take such other action as is reasonably necessary to reduce the hazard to the traveling public. Such law enforcement officer shall immediately notify the agency in whose jurisdiction the device is located of the malfunction and the action being taken. Upon arrival of an officer from the agency with original jurisdiction, the cooperating officer shall relinquish control of the area.

VII. Traffic Accident Investigations and Enforcement of Traffic Laws on Contiguous Ways

A. When a traffic accident occurs on a contiguous way, a uniformed, on-duty law enforcement officer from the adjacent municipality may commence necessary first aid and traffic control. The officer on the scene shall contact the jurisdiction in which the accident occurred. If that jurisdiction declines to dispatch an officer to the scene, the officer on the scene shall proceed to work the accident, to issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the event, notify the jurisdiction in which the event occurred of the law enforcement action taken.

B. When a uniformed, on-duty law enforcement officer of a participating agency observes a traffic infraction occurring on a contiguous way, such officer may take appropriate action to enforce the traffic laws of the state and issue any and all necessary citations, notices to appear or effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. Such officer shall promptly notify the jurisdiction in which the violation occurred of the incident and the action taken.

C. On-duty law enforcement officers of participating agencies enforcing traffic laws and conducting traffic accident investigations pursuant to this section shall be under the direction and authority of the commanding officers of their employing agency.

D. All fines shall accrue to the municipality or unincorporated area where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred, or, if the incident occurred in the unincorporated area of the county, the ticket should note that clearly on the face thereof.

E. The proceeds of any forfeiture action arising out of any law enforcement action described in Paragraphs A and B above shall be shared equally between the agency taking the law enforcement action and the agency having original jurisdiction.

F. "Contiguous way" in this section means those streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between municipalities or between a municipality and an unincorporated portion of Pinellas County.

G. The terms set out in this section shall constitute the procedures for requesting and for authorizing assistance. No formal request or authorization, except as set forth in this section, shall be necessary to implement the traffic accident investigations and enforcement of traffic laws on contiguous ways.

VIII. Inter-Agency Joint Task Forces

A. Law enforcement officers assigned to joint task force operations pursuant to this Agreement may enforce all state laws while engaged in the joint task force operation and shall take enforcement action in accordance with taking custody of any offender, evidence, or contraband article as defined in Section 932.701(2), Florida Statutes, and completing appropriate documentation.

B. Law enforcement officers assigned to joint task force operations pursuant to this Agreement shall be under the supervision of those individuals specified in the joint task force operational plan approved by the cooperating agencies participating in the joint task force.

IX. Traffic Infractions or Offenses Involving a School Bus or School Bus Stop

Any on-duty law enforcement officer who observes a traffic infraction involving a school bus (e.g. passing a school bus that is stopped with its stop sign and flashers activated) may take appropriate action to enforce the traffic laws of the state, including but not limited to the issuance of a citation.

Any on-duty law enforcement officer may take law enforcement action for any offense occurring at a school bus stop or any offense that occurs on a school bus. If enforcement action is anticipated, the location and nature of the offense will be reported to the agency's on-duty communication liaison person of the jurisdiction where the offense occurred.

X. School Resource Officers

Any participating jurisdiction that has a contract with the Board to provide School Resource Officers (hereinafter referred to as "SRO") to schools within such jurisdiction may permit its SRO to accompany a school group, organization, or team to an authorized extracurricular function event or activity held at another Pinellas school campus or leased venue, at the request of the Board or the principal of the school assigned to the SRO. While so engaged, the SRO will have the same law enforcement authority as though on his or her home campus. Notwithstanding any other provisions in this Agreement, compensation for these services will be as outlined in the contract between the Board and the participating jurisdiction.

XI. Marine Violations

Municipal law enforcement officers of cooperating agencies may enforce all state boating and marine fishery laws and county boating ordinances on the waterways of another cooperating agency as long as such violations occur on waterways contiguous to and in view of the jurisdiction of the officer's employing agency. In the case of a felony or a misdemeanor involving a breach of peace, control of the person(s) apprehended, and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurs. Cases involving only a minor violation may be concluded at the scene by the issuance of a Boating Citation or Notice to Appear.

XII. Law Enforcement Emergencies

A. Each of the cooperating agencies may request law enforcement assistance from and render law enforcement assistance to the other

cooperating agencies in a law enforcement emergency, including but not limited to:

1. Civil affray and disobedience, disturbances, riots, large protest demonstrations, or controversial trials.

2. Any natural or man-made disaster.

3. Incidents that require rescue operations and crowd and traffic control measures, such as activities related to large-scale evacuations, aircraft and ship disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical and hazardous waste spills, major electrical power failures.

4. Terrorist activities, including acts of sabotage.

5. Escapes from and disturbances within any local or state detention facilities.

6. Hostage and barricaded subject situations.

7. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, ordnance disposal, crisis management, and emergency response teams.

B. A law enforcement emergency is any situation that exceeds the capability of the local agency to counteract effectively.

C. Upon request for assistance to the chief of police or his/her designee or the Sheriff or his/her designee, the law enforcement personnel and equipment of the cooperating law enforcement agency shall be dispatched to the location within the specified request.

D. A request for assistance made under this Section shall specify the number of personnel and type and amount of equipment needed, the location to which the personnel and equipment are to respond, and the official to whom they are to report. Nevertheless, the number of personnel and amount and type of equipment that are actually furnished shall be determined by the law enforcement agency to whom the request is made. Nothing contained in this agreement is intended to or does supersede provisions in the parties' Active Assailant Response Agreement.

E. If requested, law enforcement officers rendering assistance shall assist in the transportation and processing of prisoners in situations involving mass arrests and, if necessary, in the operation of temporary detention facilities.

F. The cooperating agency's personnel and equipment shall be released by the requesting party when assistance is no longer needed or when such personnel and equipment are needed in the jurisdiction in which they normally furnish police protection. Should the need arise, the cooperating agency may, at any time, recall personnel and equipment to the jurisdiction in which they are normally employed.

G. Resources that may be available under this Section shall include but are not limited to personnel, marked or unmarked vehicles, 4-wheel drive vehicles, police patrol boats, K-9 units, aircraft, and national/state/county/city computer networks.

H. Law enforcement officers rendering assistance shall complete written reports as if they were performing their duties in the jurisdiction in which they are normally employed. Copies of these reports shall be furnished to the agency requesting assistance within a reasonable time. Additionally, officers rendering assistance shall prepare such reports as the agency requesting assistance may reasonably require.

XIII. Terms and Procedures

A. A cooperating agency will answer a specific request for voluntary cooperation or operational assistance only to the extent that the available personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or the commander's designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available to respond.

B. A specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be made by the commander of the agency or the commander's designee.

C. Voluntary cooperation can also be initiated, within the limitations as more fully stated above, by an officer who views an in-progress crime or a need for traffic control in another cooperating agency, or who views a traffic violation or traffic accident scene, or marine violation on a contiguous way. The supervising authority of that officer shall

be notified immediately to enable a supervisor from the officer's agency to authorize and direct actions taken by the officer. An officer taking voluntary action should notify the communication liaison person in the assisted agency as soon as possible.

D. Whenever the employees of any law enforcement agency are rendering aid outside its jurisdiction and pursuant to the authority contained in this Agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.

E. Law enforcement officers or employees responding to a specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be under the direction and authority of the commanding officers of the agency to which they are called; otherwise, the officers shall be under the direction and authority of the commanding officers of their own agency. However, no officer rendering assistance shall be required to perform any act that would violate standard operating procedures or supervisory guidelines in the jurisdiction in which they are normally employed.

F. All pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activities of officers, agents, and employees performing duties in the jurisdiction in which they are normally employed shall apply in the same manner, degree, and extent while such officers, agents and employees are rendering assistance under this Agreement. Notwithstanding the above, nothing contained herein is intended to limit either party's right to reimbursement for eligible costs as permitted by law.

G. Each agency shall be responsible for its own operational costs and expenses in providing assistance under this Agreement and bearing its own costs associated with any loss or damage incurred to such jurisdiction's property, equipment, or resources as a result of the use of such property during a voluntary cooperation or operational assistance situation. No financial charges shall be made by either party for assistance provided under this Agreement.

H. Each party shall provide and carry liability insurance, workers' compensation insurance, self-insurance, and other insurance necessary to assure that each party shall be protected and indemnified from any and all liabilities which may result by reason of activities which are the subject of this Agreement. Liability insurance

shall be maintained in an amount not less than $200,000 per person and $300,000 per occurrence. Each party shall furnish satisfactory proof of insurance to the other party. "Insurance" may be procured either privately or pursuant to an approval self-insurance risk-financing program. Should any insurance policy or self-insurance program expire, be cancelled or undergo material change, the insured party shall, 30 days before such expiration, cancellation, or change, mail notice of the same to the other parties.

I. Nothing herein shall be deemed to transfer any legal or equitable ownership of any equipment utilized pursuant to this Agreement from one cooperating agency to the other. Further, nothing herein shall be deemed to confer any agency or employer/employee relationship or status upon the personnel of the cooperating agency while providing assistance to the cooperating agency under this Agreement.

J. A cooperating agency shall not be required to respond to a request for assistance if, in the opinion of the cooperating agency, providing the assistance would interfere with or jeopardize the police protection and safety of the citizens or property within the jurisdiction normally served by that cooperating agency, or if the requested assistance is otherwise unavailable.

K. Nothing in this Agreement is intended to be, nor shall it be construed to be, a relinquishment or transfer, expressly or by implication, of any of the powers or functions of the cooperating agency.

L. In no event shall this Agreement confer upon any person, corporation, or entity, whether private or government, the right to damages against the cooperating agency for any acts, omissions, or conduct, except as expressly provided in this Agreement.

M. Each party to this Agreement shall bear all court costs, defense costs, and liability for its own law enforcement officers, agents, and/or employees for acts undertaken pursuant to this Agreement unless such act was ordered by the commanding officer of the assisted agency; but if such act was not ordered by the commanding officer of the assisted agency, each agrees, to the extent permitted by law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions, and conduct of its own officers, agents and/or employees. In the event that an act or acts undertaken pursuant to this Agreement are ordered by the commanding officer directing the

voluntary cooperation or operational assistance situation, any defense or court costs and liability that might arise shall be the responsibility of the agency employing the commanding officer. However, nothing contained herein shall be construed to waive or modify the provisions of F.S. 768.28 or the doctrine of sovereign immunity as to any party hereto.

N. This Agreement shall be binding upon the parties from the date of execution by a party hereto and shall continue in full force and effect until terminated as provided herein below.

O. This Agreement shall be binding upon the parties from the date of execution and shall continue in full force and effect until January 31, 2029. However, any party hereto may withdraw or cancel such party's participation pursuant to this Agreement without liability to any other parties hereto by providing written notice of such withdrawal no less than ten (10) days prior thereto. However, the withdrawal from or cancellation of this Agreement shall be effective only as to that party and this Agreement shall remain in full force and effect as to those remaining parties hereto who have provided no written notice or cancellation or withdrawal.

P. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing signed by all of the parties hereto.

XIV. Severability

If any provision of this Agreement shall be declared invalid for any reason, such invalidity shall not affect any of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause their signatures to be affixed:

REMAINING PAGE BLANK

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, as authorized by _____, we hereby set our hand and seal.

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM

_____
City Attorney

CITY OF TREASURE ISLAND

By_____
Mayor

By_____
City Manager

By_____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20___, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Treasure Island, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Treasure Island, and the same is the act and deed of that City.

_____
Signature

Notary Public
Title

_____
Type, Stamp, Print Name

_____
Commission No.

ADDENDUM - PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT

This is an addendum to the Pinellas County Combined Mutual Aid Agreement, effective from date of signing until January, 2025. This addendum is by and between the Pinellas County Sheriff's Office and any/all municipalities who have signed this addendum. This Addendum is effective upon signing.

Section II. is amended to include the following:

> **Extraterritorial Powers by municipalities**: If a municipal officer from one jurisdiction (city) is conducting an investigation regarding any felony or to comply with the provision of § 316.1932 regarding breath, urine, and/or blood tests, for an offense that occurred within the officer's jurisdiction, the officer and all other officers from the same agency, retain jurisdiction and may at any time related to the investigation perform any investigative function, including the collection of evidence and suspect interviews, and exercise all police powers related to the investigation outside of their jurisdiction anywhere in Pinellas County.

All remaining terms remain in full force and effect.

Remainder of page left blank

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

PINELLAS COUNTY SHERIFF'S OFFICE

BOB GUALTIERI, Sheriff

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this 21st day of June, 2024, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared BOB GUALTIERI, Sheriff of Pinellas County, Florida, who is personally known to me and who acknowledged he executed the foregoing Agreement.

Signature

LIOUDMILA S. MOODY
Commission # HH 459260
Expires December 16, 2027

Lioudmila S. Moody
Type, Stamp, Print Name

Notary Public
Title

My commission expires: 12/16/27

HH 459260
Serial No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM

_____
City Attorney

TOWN OF BELLEAIR

By_____
Mayor

By_____
City Manager

By_____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20___, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the Town of Belleair, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the Town of Belleair, and the same is the act and deed of that City.

_____
Signature

Notary Public
Title

_____
Type, Stamp, Print Name

_____
Commission No.

My commission expires:

PINELLAS COUNTY COMBINED

MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

CITY OF CLEARWATER

_____
CITY CLERK

By_____
Mayor

APPROVED AS TO FORM

By_____
City Manager

_____
City Attorney

By_____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20___, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Clearwater, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Clearwater, and the same is the act and deed of that City.

_____
Signature

Notary Public
Title

_____
Type, Stamp, Print Name

_____
Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

CITY OF GULFPORT

_____
CITY CLERK

By_____
City Manager

APPROVED AS TO FORM

_____
City Attorney

By_____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20___, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Gulfport, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Gulfport, and the same is the act and deed of that City.

_____
Signature

Notary Public
Title

_____
Type, Stamp, Print Name

_____
Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/21
PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST: TOWN OF INDIAN SHORES

_____ By_____
TOWN CLERK Mayor

APPROVED AS TO FORM By_____
Town Administrator

_____ By_____
Town Attorney Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20___, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the Town of Indian Shores, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the Town of Indian Shores, and the same is the act and deed of that City.

_____ Notary Public_____
Signature Title

_____ _____
Type, Stamp, Print Name Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/21
PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

TOWN OF KENNETH CITY

_____
CITY CLERK

By_____
Mayor

APPROVED AS TO FORM

By_____
City Manager

_____
City Attorney

By_____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20___, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the Town of Kenneth City, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the Town of Kenneth City, and the same is the act and deed of that City.

_____
Signature

Notary Public
Title

_____
Type, Stamp, Print Name

_____
Commission No.

My commission expires:

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

CITY OF LARGO

_____
CITY CLERK

By_____
Mayor

APPROVED AS TO FORM

By_____
City Manager

_____
City Attorney

By_____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20___, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Largo, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Largo, and the same is the act and deed of that City.

_____
Signature

Notary Public
Title

_____
Type, Stamp, Print Name

_____
Commission No.

My commission expires:

PINELLAS COUNTY COMBINED

MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM

_____
City Attorney

CITY OF PINELLAS PARK

By_____
Mayor

By_____
City Manager

By_____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20___, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Pinellas Park, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Pinellas Park, and the same is the act and deed of that City.

_____
Signature

Notary Public_____
Title

_____
Type, Stamp, Print Name

_____
Commission No.

My commission expires:

PINELLAS COUNTY COMBINED

MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM

_____
City Attorney

CITY OF ST. PETERSBURG

By_____
Mayor

By_____
City Manager

By_____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20___, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of St. Petersburg, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of St. Petersburg, and the same is the act and deed of that City.

_____
Signature

_____
Type, Stamp, Print Name

Notary Public_____
Title

_____
Commission No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM

_____
City Attorney

CITY OF TARPON SPRINGS

By_____
Mayor

By_____
City Manager

By_____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20___, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Tarpon Springs, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Tarpon Springs, and the same is the act and deed of that City.

_____
Signature

_____
Type, Stamp, Print Name

Notary Public
Title

_____
Commission No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

CITY OF TREASURE ISLAND

_____
CITY CLERK

By_____
Mayor

APPROVED AS TO FORM

By_____
City Manager

_____
City Attorney

By_____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20___, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Treasure Island, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Treasure Island, and the same is the act and deed of that City.

_____
Signature

Notary Public_____
Title

_____
Type, Stamp, Print Name

_____
Commission No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES

_____
USF President
Pursuant to Section 23.1225(1)(b)
Florida Statutes

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, this ____ day of _____ 20___, personally appeared _____ _____, President of the of the University of South Florida, who is personally known to me and who acknowledged he/she executed the foregoing Agreement.

_____
Signature

_____
Sign, Print, Stamp Name

Notary Public _____
Title

_____
Serial No.

My commission expires:

UNIVERSITY OF SOUTH FLORIDA
ST. PETERSBURG

_____
Chief
University of South Florida St.
Petersburg Campus Police Department
Pursuant to Section 23.1225(1)(b)
Florida Statutes

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____ 20___, personally appeared _____, Chief of Police, University of South Florida St. Petersburg Campus, who is personally known to me and who acknowledged he/she executed the foregoing Agreement.

_____
Signature

_____
Sign, Print, Stamp Name

Notary Public _____
Title

_____
Serial No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

_____
Ex-Officio Secretary

By_____
Chairperson

APPROVED AS TO FORM

By_____
Law Enforcement Agency Head

_____
School Board Attorney

By_____

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20___, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the School Board of Pinellas County, Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the School Board of Pinellas County, and the same is the act and deed of that Board.

_____
Signature

Notary Public
Title

_____
Type, Stamp, Print Name

_____
Commission No.

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 21, 2025
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of Minutes: Commission's Meeting Minutes
BACKGROUND:	Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.
POLICY/PURPOSE:	To seek approval for the minutes of the Commission Meeting(s).
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	I move to approve the following minutes of the Commission's Regular Meeting and Workshop Minutes.

ATTACHMENTS:
12-17-24 Regular meeting minutes.docx

CITY OF TREASURE ISLAND
BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, DECEMBER 17, 2024 – 6:00 PM
CITY HALL COMMISSION CHAMBERS
10451 GULF BLVD TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 6 PM and lead the pledge of allegiance.

B. ROLL CALL

Present – 4	Mayor John Doctor
	Vice Mayor Arden Dickey
	Commissioner Diana Crabill
	Commissioner Bob Minning
Absent – 1	Commissioner Deb Toth

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Mayor Doctor added Item I.4 Permitting subsequent to the hurricanes.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

There were no proclamations, recognitions or certificates of appreciation.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

- Correy Evans expressed frustration over permitting and receiving documents
- Brandy Long expressed frustration over transparency and voice not being heard due to Town hall taking questions early.
- Mark Hohe asked questions about the data for substantial damage assessments, expressed concerns about the data being flawed
- West Evans expressed concern with the permitting process and frustrations with city commission
- Carrie Auerbach spoke on fireworks not being allowed on the beach, and beach clean up events.
- Chris Clark spoke on the fill dirt ordinance possibly being more expensive and expressed concerns about people wanting to lift

F. COMMISSIONER REPORTS

- Commissioner Crabill read a statement regarding mandating fill for lifting the houses, which may be causing stress and excessive cost for residents.
- Commissioner Minning addressed comments made during public comment regarding the commission not listening to the citizens.
- Vice Mayor Dickey addressed the comments regarding the city is trying to push people out of their homes and asked if we can grandfather in homes damaged and wanting to lift. Provision that allows current residents to choose if they wanted to use fill dirt or not. Utilities Bill are expensive and not in their homes, wants to look at it on what the city can do to help.
- Mayor Doctor asked if there was an update regarding the conversation with Kimberly Horn and addressed.

G. APPROVAL OF MINUTES

There are no minutes to be approved.

H. CONSENT AGENDA

H.1 Ratification of Expenses to TLC Diversified, LLC for emergency repair of a ruptured wastewater force main located at 111- 108th Ave in the Total Amount of $121,924.09

Mayor Doctor announced the item.
There were no questions or comments from the Commission.

Motion: Vice Mayor Dickey moved to ratify the emergency expenditure to TLC Diversified, Inc for the emergency repair of 4 a ruptured wastewater force main located at 111 - 108th Ave in the Total Amount of $121,924.09

Moved by Vice Mayor Dickey; seconded by Commissioner Minning to approve.
Motion Passed: 4 - 0
Voting For: John Doctor, Bob Minning, Arden Dickey, Diana Crabill
Voting Against: None

H.2 Consideration of resolution 2024-12, Authorization to enter into a Special Magistrate agreement with Nasan, Yeager, Gerson, Harris and Fumero P.A.

Mayor Doctor announced the item.
There were no questions or comments from the Commission.

Motion: Vice Mayor Dickey moved to authorize the City Manager to enter into a three-year contract with Nasan, Yeager, Gerson, Harris and Fumero P.A. for Special Magistrate services.

Moved by Vice Mayor Dickey; seconded by Commissioner Minning to approve.

Motion Passed: 4 - 0
Voting For: John Doctor, Bob Minning, Arden Dickey, Diana Crabill
Voting Against: None

I. ITEMS OF BUSSINESS

I.1 Second Reading and Final Public Hearing of Ordinance 2024-26, Amending Chapter 50 “Traffic and Vehicles” of the Code of Ordinances

Mayor Doctor announced the item.
City Attorney Jennifer Cowan read Ordinance 2024-26 by title only.
The proposed revisions make Back-in-Parking a violation in preparation for the City’s parking tracking system, and revised fines to align with Florida Statutes.

Vice Mayor Dickey is concerned that the no Back-In-Parking would cause an increase in tickets.

Motion: Vice Mayor Dickey moved to approve Ordinance 2024-26, amending Chapter 50 "Traffic and Vehicles" of the City of Treasure Island Code of Ordinances, as presented at the second and final public hearing.

Moved by Vice Mayor Dickey; seconded by Commissioner Minning to approve.
Motion Passed: 4 – 0
Voting For: John Doctor, Bob Minning, Arden Dickey, Diana Crabill
Voting Against: None

I.2 First Reading of Ordinance 2024-27, Amending Chapter 68

Mayor Doctor announced the item.
City Attorney Cowan read Ordinance 2024-27 by title only.
The proposed changes include renaming Section 68-460 to align mechanical equipment requirements with the local floodplain ordinance and Florida Building Code, allowing greater flexibility in setbacks. Section 68-482 permits temporary retention of accessory uses (e.g., docks, lifts, pools) for up to two years post-Hurricane Milton under specific safety conditions. Section 68-512 clarifies density and square footage rules for structures damaged by disasters, using 1995 conditions or current code, whichever is more favorable. Lastly, Section 68-542 allows necessary encroachments for stairs and meter platforms to meet elevation requirements within setbacks.
Community Development Director Kathryn Younkin presented the item. The second reading and public hearing are scheduled for the first commission meeting in January 2025.

I.3 Establishment of 2025 City Commission Meeting Schedule

Mayor Doctor announced the item.
The Commission did not have any conflicts with the 2025 Meeting Schedule.

Motion: Vice Mayor Dickey moved to approve the adopted 2025 City Commission Meeting Schedule.

Moved by Vice Mayor Dickey; seconded by Commissioner Minning to approve.
Motion Passed: 4 - 0
Voting For: John Doctor, Bob Minning, Arden Dickey, Diana Crabill
Voting Against: None

I.4 Permitting Subsequent to the hurricanes

Mayor Doctor announced the item.
Mayor Doctor clarified during the last meeting, option 2 was not officially brought to a vote. The Mayor would like to have this option 2 formally considered and voted on by the Commission.

Public comment

- Joseph district 2 explained their understanding is option 2 allows permits to be issued without substantial damage determination but will still have it done. Normal processing procedures
- West Evans explained the difference between option 1 and option 2. He expressed frustration with city staff and conveyed that he preferred option 2.
- Chris Clark conveyed that he preferred option 2
- Andrew Vasey conveyed that he preferred option 2,
- Sarah Rennington conveyed that she preferred option 2,
- Mark Hohe expressed concerns with the data produced when doing the substantial damage determinations and conveyed that he preferred option 2.

Motion: Vice Mayor Dickey moved to adopt option 2 for permits and direct staff to follow option 2 and FEMA guidelines.

Moved by Vice Mayor Dickey; seconded by Mayor Doctor to adopt.
Motion Passed: 4 - 0
Voting For: John Doctor, Bob Minning, Arden Dickey, Diana Crabill
Voting Against: None

J. ADJOURNMENT

The meeting was adjourned at 8:03 PM.

AGENDA ITEM NO. I.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 21, 2025
SUBMITTED BY:	Kathryn Younkin, Community Development
ITEM TYPE:	Public Hearings
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Ordinances 2024-11 to 2024-18 implementing The Terrain Modification Program were scheduled for 1st Reading on January 7, 2025 and Public Hearing on January 21, 2025. At the meeting of January 7, 2025, the City Commission pulled the item from the agenda and directed staff to bring this to a workshop on January 21, 2025.
BACKGROUND:	.
POLICY/PURPOSE:	.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	.

ATTACHMENTS:

AGENDA ITEM NO. I.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 21, 2025

SUBMITTED BY: Kathryn Younkin, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second Reading and Public Hearing for Ordinance 2024-27 amending Chapter 68.

BACKGROUND: In response to the extreme damage caused to structures in the city in the wake of three hurricanes in 2024, and two major hurricanes which damaged most structures in the city, staff has recommended the changes outlined below to enhance the ability to reconstruct and elevate structures while providing certainty to the applicants.

On November 21, 2024, this ordinance was reviewed by the Local Planning Agency (LPA). The board voted to approve LPA Resolution 2024-08 recommending Ordinance 2024-12 to the City Commission. Subsequently, the Ordinance number had to be changed. There are no other changes to the Ordinance from the one that the LPA recommended approving. The new resolution recognizing the revised ordinance number (with Ordinance 2024-27) was be heard and approved by the LPA on December 19, 2024.

POLICY/PURPOSE:

To align the Land Development Regulations with the Florida Building Code and City floodplain regulations and to provide relief to property owners in the post storm / reconstruction environment.

STRATEGIC PLAN RELEVANCE: Goal 1: Foster a vibrant business community

Objective 2: Implement the Economic Development Vision

Bold Action 1: Perform a review of local ordinances and Land Development Regulations

Bold Action 2: Update the City's Comprehensive Plan, local ordinances, and Land Development Regulations

ANALYSIS/DISCUSSION:

Staff has brought forward four sections of code for your review. The proposed changes to Chapter 68 include changes specific to the post-storm environment:

Amending 68-460 "Minimum Yard Regulations for Accessory Structures" To Rename It "Minimum Yard Regulations for Accessory Structures and Accessory Equipment" In order to make the requirements for mechanical equipment consistent with the local floodplain ordinance and the Florida Building Code. Under the codes mechanical equipment is now required to be elevated on freestanding or attached stands and that may increase the distance from the building and will increase the height. This amendment allows greater flexibility when installing equipment in confined setbacks.

Amending section 68-482 "accessory uses generally" to allow certain accessory uses to remain for a specific time period under specific conditions. These are docks, lifts, pools and pool equipment which are considered accessory uses. Under our code an accessory use cannot be in place without the principal use. In a time when many buildings are being demolished in advance of having a permit submitted for reconstruction, staff wanted to create a code provision to allow those uses to remain while still protecting the public by fencing them off and requiring power to pool pumps, so that the pools and docks are secured from the public and do not become a nuisance. This provision is limited to a period of two years from the date of Hurricane Milton.

Amending section 68-512 "Regulation" to clarify the language regarding nonconforming residential and hotel/motel density and square footage for structures damaged by natural disaster; to clarify that the number of units and the square footage may be based on the condition existing as of 1995, or the current code, whichever is more favorable.

	Creating section 68-542 “Allowable Encroachments” to allow for the stairs and meter platforms necessary to access an existing structure when it is being elevated to be installed in the setbacks or to allow the meter stair and platform to be installed in the setbacks if the building code requires the elevation of the meter for an existing structure.
FUNDING:	N/A
MOTION:	Motion to approve and adopt Ordinance 2024-27 at this second and final hearing.

ATTACHMENTS:

Ordinance 2024-27 (amending chapter 68 hurricane relief) Revised BMO (02780875-3).pdf
2024 1217 COTI - Business Impact Estimate Ord 2024-27.pdf
LPA RES 2024-09.pdf
Affidavit ORD2024-27.pdf

ORDINANCE 2024-27

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY AMENDING SECTION 68-460 "MINIMUM YARD REGULATIONS FOR ACCESSORY STRUCTURES" TO RENAME THE SECTION "MINIMUM YARD REGULATIONS FOR ACCESSORY STRUCTURES AND ACCESSORY EQUIPMENT" AND BY ADDING LANGUAGE TO RECOGNIZE THE ELEVATION REQUIREMENTS FOR EQUIPMENT IN THE CURRENT FLORIDA BUILDING CODE AND THE CITY'S CHAPTER 66; AMENDING SECTION 68-482 "ACCESSORY USES GENERALLY" TO ADD A TIME LIMITED EXEMPTION TO ALLOW DOCKS, LIFTS, POOLS AND POOL EQUIPMENT TO REMAIN ON SITE WITHOUT A PRINCIPAL USE UNDER SPECIFIC CONDITIONS; AMENDING SECTION 68-512 "REGULATION'' TO CLARIFY THAT WHEN NONCONFORMING RESIDENTIAL OR HOTEL/MOTEL STRUCTURES ARE ALLOWED TO REPAIR OR RECONSTRUCT TO REFLECT THAT EITHER THE NUMBER OF UNITS OR SQUARE FOOTAGE THAT EXISTED AS OF SEPTEMBER 19, 1995 OR THE CURRENT DENSITY OR SQUARE FOOTAGE IS ALLOWED, WHICHEVER IS GREATER; ADDING SECTION 68-542 "ALLOWABLE ENCROACHMENTS" TO PROVIDE FOR RELIEF FROM THE SETBACK REQUIREMENT FOR EXISTING STRUCTURES BEING ELEVATED OR NEW METERS ON EXISTING STRUCTURES TO BE ELEVATED TO MEET THE CODE AND FLORIDA BUILDING CODE AS A MINIMAL ENCROACHMENT INTO THE SETBACKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in August, September and October of 2024 the City of Treasure Island ("City") was been affected by three hurricanes, two of which caused major structure damage throughout the City; and

WHEREAS, the City wished to provide relief from some of the existing City Code of Ordinances and Land Development Regulations ("Code"), in this time of substantial repair, elevation, and reconstruction; and

WHEREAS, the City wishes to encourage rebuilding and elevating construction to meet the floodplain regulations of the Code and Florida Building Code by removing buildings from the floodplain thereby reducing risk of future building flooding; and

WHEREAS, the City evaluated the setback requirements in Sec. 68-460 for allowances for mechanical equipment and wishes to bring the zoning code into compliance with the Code, including its floodplain regulations, and the Florida Building Code; and

WHEREAS, the City noted that obtaining financing, designs, and contractors for reconstruction may add to the timeline for rebuilding in this post-storm recovery period and that the current requirements for accessory uses (specifically docks, lifts, pools with pool equipment) in Sec. 68-482 require a principal use, and therefore, the City desires allow these three specific accessory use items to remain for a two-year during the post-storm period recovery period while having with certain provisions to protect the public; and

WHERESAS, the Code contains specific provisions for residential and hotel/motel structures damaged or destroyed by hurricane that allow them to retain the number of units and square footage that existed as of September 19, 1995, and the City wishes to clarify that this option would also include the ability to use the current number of units or the current square footage, whichever is greater, in order to reduce the non-conformity and encourage reconstruction and elevation of structures to meet current regulations; and

WHEREAS, the Code does not currently have any provisions to allow building elements such as stairs, landings, and meter platforms to encroach into the setbacks and there are a substantial number of existing structures seeking to elevate the structure already constructed at the setback line or encroaching into the setbacks. In order to meet current flood elevations, those elevated existing structures would be required to provide stairs, landings, and meter platforms, and therefore the City desires to provide relief to the setbacks in order to encourage the elevation of structures; and

WHEREAS, the Code does not currently have any provisions to allow new meters and meter platforms to encroach into the setbacks, there are a substantial number of existing structures that need new elevated meters, but the structure is already constructed at the setback line or encroach into the setbacks. In order to meet current flood elevations the City desires to provide relief to the setbacks; and

WHEREAS, the Local Planning Agency met on November 21, 2024, and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interest of the public health, safety and welfare of the City and its residents.

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

SECTION 1. The above recitals are true, correct, and incorporated by reference.

SECTION 2. That Section 68-460 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-460. Minimum yard regulations for accessory structures and accessory equipment.

Accessory structures in residential zoning districts without kitchen or bathroom facilities and accessory equipment may be erected in accordance with the following requirements:

(1) Accessory structures other than those exempted pursuant to section 68-457 shall comply with all setback requirements of the principal structure.

(2) Air conditioning units, pool equipment, water softening units, and propane gas tanks and similar mechanical equipment may be located within a required side or rear yard; provided, however, that such equipment shall be located adjacent to the principal structure and no closer than three feet to any lot line. Such equipment, including mounting pad, shall not exceed 60 inches above finished grade level, unless a greater height is required under chapter 8, chapter 66 or the Florida Building Code. If required to be elevated by chapter 8, chapter 66 or the Florida Building Code this equipment may encroach further into the setback only if required in order to elevate the equipment. This height limitation shall not apply to restrict the installation of air conditioning units to more than 60 inches above existing grade when the installation of such air conditioning unit is required by chapter 66.

(3) Reserved.

SECTION 3. That Section 68-482 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Accessory uses shall be clearly supplementary and incidental to the principal use of the lot and shall be located on the same lot as the principal use to which it is

subordinate. All such incidental services shall be located within the principal building and no part thereof shall have an exclusive entrance to the street or public way.

Accessory uses exemption. In response to the number of structures damaged by Hurricane Helene and Hurricane Milton in September and October of 2024, the specific accessory uses of docks, lifts and pools with pool equipment shall be allowed to remain through October 8, 2026, without a principal use constructed on the property. In order to be retained a separate permit for a safety barrier which meets the requirements of F.S. § 515.29 must be installed and maintained so as to ensure that there is no access to seawater or pool water. If pool equipment or a lift is retained on the property, then a permit to install a temporary power pole is required.

SECTION 4. That Section 68-512 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

No existing building or premises devoted to a nonconforming use shall be enlarged, extended, reconstructed, substituted or structurally altered, except when changed to a conforming use or when required to do so by law and as follows:

(1) *Restoration.* Any nonconforming structure which has been damaged or made unsafe or unusable to an extent less than 50 percent of its fair market value may be restored or reconstructed for its intended use provided the floor area of such use, building or structure shall not exceed the floor area which existed prior to such damage. All repairs shall be substantially completed within one year after damages occur or such use shall not be rebuilt except as a conforming use.

(2) *Repairs.* Normal maintenance, repair, and incidental alteration of a structure containing a nonconforming use is permitted, provided that it does not extend the area or volume of space occupied by the nonconforming use. It is the intent of these regulations to encourage the conservation, maintenance, and rehabilitation of existing residential land uses. Therefore, a building or other structure containing nonconforming residential uses may be altered in any way to improve interior livability; provided that no structural alterations shall be made which would increase the number of dwelling units.

(3) *Site alterations.* Site alterations, including but not limited to off-street parking rearrangement or enlargement of nonbuilding recreational facilities of a nonconforming use are permitted, provided that the proposed alterations do not increase the degree of nonconformity. In order to encourage rehabilitation or redevelopment of an existing nonconforming use, the planning and zoning board may approve a site plan which includes an increase in gross floor area of up to ten percent of the existing gross floor area (not to exceed the maximum allowable under the property's designated zoning district), subject to a finding by the board that the overall degree of nonconformity on the site is significantly reduced and that additional adverse impacts will not be created. In conjunction

with this site plan approval, the board may grant an exemption from variance requirements for any and all remaining nonconformities. These site plan and variance exemption provisions may be applied only once to any specific property.

(4) *Exception.* Restoration, repairs and site alterations can be made to existing single-family dwellings in zoning districts which allow such single-family dwellings, provided that such restorations, repairs or site alterations do not increase the number of dwelling units, increase density, increase the degree of the nonconformity, or result in a different type of nonconformity from that which is already considered to be grandfathered.

(5) *Nonconforming density.* Existing residential dwelling, tourist dwelling, and hotel/motel uses which are nonconforming as to density shall not require a variance to permit the otherwise allowable addition or alteration to the building or site, provided that the density is not increased.

(6) *Repair and reconstruction of existing commercial, residential, and hotel/motel structures and uses.*

a. Residential structures/uses and their permitted accessory uses are grandfathered in the RU-75, RM-15, RFM-30, RFH-50, and CG zoning districts.

b. Hotel/motel structures/uses and their permitted accessory uses are grandfathered in the RFM-30, RFH-50, and CG zoning districts.

c. In the event that any residential or hotel/motel structure is damaged or destroyed by a hurricane, tornado, fire, flood, wind, storm or other natural disaster, it can be repaired or reconstructed in a manner which guarantees that each unit and all permitted accessory uses can be restored to the same square footage which existed as of September 19, 1995. <u>If the F.A.R allowed in the current Code is greater than the September 19, 1995 level, then the square footage or F.A.R. may increase up to the currently allowed maximum so long as the project meets all provisions of the Code</u>. <u>If the number of units allowed in the current Code is greater than the September 19, 1995 level, then the number of units may increase up to the currently allowed maximum so long as the project meets all other provisions of the Code.</u> Repairs and reconstruction shall adhere to all flood management regulations in effect. In the event that such flood regulations require the elevation of a structure, the city shall permit the height of the structure to be increased the minimum necessary to accommodate the required flood elevation. If the repairs or reconstruction cannot be made in accordance with these Code provisions, the city shall grant the owners relief from such Code provisions to permit the grandfathered units and all existing legally permitted accessory uses to be restored without creating a greater nonconformity than existed prior to the disaster.

d. Nothing contained in this section shall relieve the owner/developer of the obligation to restore the damaged structure in compliance with the building

code as adopted in section 64-1 and Life Safety Code as adopted in section 64-1. Except as provided above in subsection c. , n~~N~~othing contained herein shall be construed to permit more dwelling units or an increase in square footage of the structure than existed prior to September 19, 1995. The burden of proof as to what existed prior to September 19, 1995, shall rest with the property owner based upon a site plan on file at city hall. If no site plan is presently on file, each property owner shall provide the city with a site plan, as-built surveys, or architecturally-sealed floor plans. The plans or surveys shall provide enough information to determine the existing legally permitted development on the site. Single-family and two-family structures are exempt from the site plan requirements.

e. Commercial structures/uses and their permitted accessory uses are grandfathered in the RFM-30, RFH-50, and CG zoning districts.

SECTION 5. That Section 68-542 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby added to read as follows:

68-542. - Allowable encroachments.

There are two instances when the city permits encroachments into the required setbacks provided in sections 68-541 and 68-561 to meet the floodplain elevation requirements of the Florida Building Code and Chapter 66 of the Code.

a) Existing structure being elevated. An encroachment to the setbacks provided in sections 68-541 and 68-561 is allowed specifically when existing structures are elevated to meet the floodplain elevation requirements of the Florida Building Code and Chapter 66 of the Code. One set of stairs, which may include the required meter platform and stairs for meter access, is allowed to encroach into the setbacks. In all cases this encroachment must be designed to be the minimum encroachment necessary to allow access to the building and meter. The encroachment for the stairs shall be located as far from adjacent properties as possible. The maximum width for the stairs and landing is 3-feet clear and the maximum for the meter landing portion is 5-foot clear, unless a greater width is mandated by the Florida Building Code.

b) Existing structure is required to install a new elevated meter. An encroachment to the setbacks provided in sections 68-541 and 68-561 is allowed specifically when existing structures must install a new elevated meter and meet the floodplain elevation requirements of the Florida Building Code and Chapter 66 of the Code. One set of the stairs for meter access and the required meter platform is allowed to encroach into the setbacks. In all cases this encroachment must be designed to be the minimum encroachment necessary to allow access to the meter. The encroachment for the stairs shall be located as far from adjacent properties as possible. The maximum width for the stairs is

3-feet clear and the maximum for the meter landing portion is 5-foot clear, unless a greater width is mandated by the Florida Building Code.

SECTION 6. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 7. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 8. CODIFICATION.
Sections 2 - 5 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. 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 9. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 17th day of December, 2024.

SECOND READING and PUBLIC HEARING on the ___ day of _____, 202_.

PUBLISHED in the Tampa Bay Times on the ___ day of _____, 2024

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the __ day of _____, 202_ by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **ORDINANCE 2024-27**

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY AMENDING SECTION 68-460 "MINIMUM YARD REGULATIONS FOR ACCESSORY STRUCTURES" TO RENAME THE SECTION "MINIMUM YARD REGULATIONS FOR ACCESSORY STRUCTURES AND ACCESSORY EQUIPMENT" AND BY ADDING LANGUAGE TO RECOGNIZE THE ELEVATION REQUIREMENTS FOR EQUIPMENT IN THE CURRENT FLORIDA BUILDING CODE AND THE CITY'S CHAPTER 66; AMENDING SECTION 68-482 "ACCESSORY USES GENERALLY" TO ADD A TIME LIMITED EXEMPTION TO ALLOW DOCKS, LIFTS, POOLS AND POOL EQUIPMENT TO REMAIN ON SITE WITHOUT A PRINCIPAL USE UNDER SPECIFIC CONDITIONS; AMENDING SECTION 68-512 "REGULATION" TO CLARIFY THAT WHEN NONCONFORMING RESIDENTIAL OR HOTEL/MOTEL STRUCTURES ARE ALLOWED TO REPAIR OR RECONSTRUCT TO REFLECT THAT EITHER THE NUMBER OF UNITS OR SQUARE FOOTAGE THAT EXISTED AS OF SEPTEMBER 19, 1995 OR THE CURRENT DENSITY OR SQUARE FOOTAGE IS ALLOWED, WHICHEVER IS GREATER; ADDING SECTION 68-542 "ALLOWABLE ENCROACHMENTS" TO PROVIDE FOR RELIEF FROM THE SETBACK REQUIREMENT FOR EXISTING STRUCTURES BEING ELEVATED OR NEW METERS ON EXISTING STRUCTURES TO BE ELEVATED TO MEET THE CODE AND FLORIDA BUILDING CODE AS A MINIMAL ENCROACHMENT INTO THE SETBACKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
    c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

The Ordinance changes to Chapter 68 do not fall under an exception.

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A.

- The purpose of the proposed ordinance Section 68-460 is to add exceptions to the height requirements for accessory equipment locations in order to make the zoning code height allowances consistent with the city code and the Florida Building Code and to allow this equipment when required to be elevated to encroach into the normal setbacks when it would be required to be in a specific location by the Florida Building Code.

- The purpose of proposed ordinance Section 68-482 is to provide a temporary allowance for accessory structures in the wake of the hurricanes allowing them to remain for a two year period when meeting certain conditions as obtaining financing, designs, and contractors for reconstruction may add to the timeline for rebuilding a principal use in this post-storm recovery period and that the current requirements for accessory uses (specifically docks, lifts, pools with pool equipment) in Sec. 68-482 require a principal use.
- The purpose of the proposed ordinance Section 68-512 is to clarify language in the existing code, the code contains specific provisions for residential and hotel/motel structures damaged or destroyed by hurricane that allow them to retain the number of units and square footage that existed as of September 19, 1995, and the City wishes to clarify that this option would also include the ability to use the current number of units or the current square footage, whichever is greater, in order to reduce the non-conformity and encourage reconstruction and elevation of structures to meet current regulations.
- The purpose of the proposed ordinance for new Section 68-542 (a) the current code does not currently have any provisions to allow building elements such as stairs, landings, and meter platforms to encroach into the setbacks and there are a substantial number of existing structures seeking to elevate the structure already constructed at the setback line or encroaching into the setbacks. In order to meet current flood elevations, those elevated existing structures would be required to provide stairs, landings, and meter platforms, and therefore the City desires to provide relief to the setbacks in order to encourage the elevation of structures. Section 68-542 (b) addresses the location of meter platforms and allows these stairs and platforms to encroach into the setbacks when the equipment is required to be elevated by the city code and the Florida Building Code.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; None

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; None

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. None

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): The proposed ordinance would provide a benefit to businesses by avoiding the cost of a zoning variance, avoiding the costs to remove and replace pools and docks, allowing the greatest density and square footage available in the zoning district, and providing for an allowance for elevated access without a variance.

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: All businesses in Treasure Island would be affected if rebuilding.

D. Additional information the governing body deems useful (if any): None

Section 68-460 allows businesses to comply with the current Florida Building Code and avoid the need for a zoning variance when elevating equipment in compliance with the Florida Building Code.
Section 68-482 allows businesses to retain amenities for a certain time while arranging to rebuild, rather than having to remove and rebuild accessory structures such as pools and docks.
Section 68-512 clarifies the allowance for building back grandfathered structures leading to certainty in the development process.
Section 68-542 allows businesses to comply with the current Florida Building Code and avoid the need for a zoning variance when elevating structures or providing access to electrical equipment in compliance with the Florida Building Code and local utility requirements.

LOCAL PLANNING AGENCY
RESOLUTION NO. 2024-09

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 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY AMENDING SECTION 68-460 "MINIMUM YARD REGULATIONS FOR ACCESSORY STRUCTURES" TO RENAME THE SECTION "MINIMUM YARD REGULATIONS FOR ACCESSORY STRUCTURES AND ACCESSORY EQUIPMENT" AND BY ADDING LANGUAGE TO RECOGNIZE THE ELEVATION REQUIREMENTS FOR EQUIPMENT IN THE CURRENT FLORIDA BUILDING CODE AND THE CITY'S CHAPTER 66; AMENDING SECTION 68-482 "ACCESSORY USES GENERALLY" TO ADD A TIME LIMITED EXEMPTION TO ALLOW DOCKS, LIFTS, POOLS AND POOL EQUIPMENT TO REMAIN ON SITE WITHOUT A PRINCIPAL USE UNDER SPECIFIC CONDITIONS; AMENDING SECTION 68-512 "REGULATION" TO CLARIFY THAT WHEN NONCONFORMING RESIDENTIAL OR HOTEL/MOTEL STRUCTURES ARE ALLOWED TO REPAIR OR RECONSTRUCT TO REFLECT THAT EITHER THE NUMBER OF UNITS OR SQUARE FOOTAGE THAT EXISTED AS OF SEPTEMBER 19, 1995 OR THE CURRENT DENSITY OR SQUARE FOOTAGE IS ALLOWED, WHICHEVER IS GREATER; ADDING SECTION 68-542 "ALLOWABLE ENCROACHMENTS" TO PROVIDE FOR RELIEF FROM THE SETBACK REQUIREMENT FOR EXISTING STRUCTURES BEING ELEVATED OR NEW METERS ON EXISTING STRUCTURES TO BE ELEVATED TO MEET THE CODE AND FL BUILDING CODE AS A MINIMAL ENCROACHMENT INTO THE SETBACKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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 comprehensive plan amendments and proposed land development regulation amendments; and

WHEREAS, on November 21, 2024, 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 November 21, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2024-12 amending Chapter 68, Zoning Regulations and has considered the information received at said public hearing; and

WHEREAS, on November 21, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2024-12 to the City Commission; and

WHEREAS, on December 19, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, was presented with the same Ordinance as reviewed on November 21, 2024 which now has corrected Ordinance number 2024-27, and now recommended approval of Ordinance 2024-27 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 2024-27, with the recommendation to approve said amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 19th Day of DECEMBER 2024.

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair
Local Planning Agency

12-19-2024
Date

17420

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORD NO. 2024-27 was published in said newspaper by print in the issues of 01/08/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough 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 nor 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 of Affiant

Sworn to and subscribed before me this **01/08/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

MARGARET ANN LOCKE
MY COMMISSION EXPIRES
MARCH 21, 2025
#HH 080011
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

LEGAL NOTICE

CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2024-27. The public hearing will be held on Tuesday, January 21, 2025, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2024-27

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY AMENDING SECTION 68-460 "MINIMUM YARD REGULATIONS FOR ACCESSORY STRUCTURES" TO RENAME THE SECTION "MINIMUM YARD REGULATIONS FOR ACCESSORY STRUCTURES AND ACCESSORY EQUIPMENT" AND BY ADDING LANGUAGE TO RECOGNIZE THE ELEVATION REQUIREMENTS FOR EQUIPMENT IN THE CURRENT FLORIDA BUILDING CODE AND THE CITY'S CHAPTER 66; AMENDING SECTION 68-482 "ACCESSORY USES GENERALLY" TO ADD A TIME LIMITED EXEMPTION TO ALLOW DOCKS, LIFTS, POOLS AND POOL EQUIPMENT TO REMAIN ON SITE WITHOUT A PRINCIPAL USE UNDER SPECIFIC CONDITIONS; AMENDING SECTION 68-512 "REGULATION" TO CLARIFY THAT WHEN NONCONFORMING RESIDENTIAL OR HOTEL/MOTEL STRUCTURES ARE ALLOWED TO REPAIR OR RECONSTRUCT TO REFLECT THAT EITHER THE NUMBER OF UNITS OR SQUARE FOOTAGE THAT EXISTED AS OF SEPTEMBER 19, 1995 OR THE CURRENT DENSITY OR SQUARE FOOTAGE IS ALLOWED, WHICHEVER IS GREATER; ADDING SECTION 68-542 "ALLOWABLE ENCROACHMENTS" TO PROVIDE FOR RELIEF FROM THE SETBACK REQUIREMENT FOR EXISTING STRUCTURES BEING ELEVATED OR NEW METERS ON EXISTING STRUCTURES TO BE ELEVATED TO MEET THE CODE AND FLORIDA BUILDING CODE AS A MINIMAL ENCROACHMENT INTO THE SETBACKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2024-27 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose 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.

In accordance with Florida Statute 286.26, persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at least three (3) working days in advance of the meeting date and time at (727) 547-4575.

Celine Kidwell, City Clerk
City of Treasure Island, FL

01/08/2025 17420-1

AGENDA ITEM NO. I.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 21, 2025

SUBMITTED BY: Chuck Anderson, Administration

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Appointment of Interim City Clerk

BACKGROUND: The current City Clerk, Celine Kidwell, has resigned, with her last working day being January 24, 2025. This resignation will leave the City Clerk position vacant. The position has already been posted, and the recruitment process for a permanent replacement is underway.

Given the need to maintain continuity of operations during this transition period, it is necessary to appoint an Interim City Clerk. This discussion will focus on the appointment of an Interim City Clerk to fill the vacancy until a permanent City Clerk is hired.

The Commission will also review the process and timeline for selecting the permanent City Clerk, ensuring all actions align with the City Charter's provisions. The funding for the permanent City Clerk position will be determined by the City Commission.

The selection process for the permanent City Clerk typically involves posting the position (already completed), conducting a thorough recruitment process, interviewing top candidates, final selection by the City Commission, and official appointment of the chosen candidate.

POLICY/PURPOSE: To ensure continuity of operations in the City Clerk's Office following the resignation of the current City Clerk and to outline the process for selecting a permanent City Clerk.

STRATEGIC PLAN As the City Clerk is a charter officer, the selection of a

RELEVANCE:	permanent City Clerk must comply with the provisions outlined in the City Charter. Given the need to maintain continuity of operations during this transition period, it is necessary to appoint an Interim City Clerk.
ANALYSIS/DISCUSSION:	This discussion will focus on the appointment of an Interim City Clerk to fill the vacancy until a permanent City Clerk is hired. The Commission will also review the process and timeline for selecting the permanent City Clerk, ensuring all actions align with the City Charter's provisions.
FUNDING:	The funding for the permanent City Clerk position will be determined by the City Commission.
MOTION:	I move to appoint _____ as the Interim City Clerk until a permanent City Clerk is hired.

ATTACHMENTS:

AGENDA ITEM NO. I.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 21, 2025

SUBMITTED BY: Chuck Anderson, Administration

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Federal Emergency Management Agency (FEMA)/Florida Department of Emergency Management (FDEM) After Action Review

BACKGROUND: FDEM and FEMA contacted the City of Treasure Island after media reports relayed that changes were occurring in the City's post-storm permitting and recovery actions. Both entities asked if the City needed any assistance and visited to discuss the city's timeline of events following hurricanes Helene and Milton.

POLICY/PURPOSE:

FEMA and FDEM representatives performed a general technical assistance visit in response to media reports regarding changes in recovery and permitting processes. Some concerns were identified, along with recommended corrective actions to prevent program deficiencies. Staff has provided recommendations for Commission approval to keep in accordance with Treasure Island Floodplain regulations and FEMA requirements.

STRATEGIC PLAN RELEVANCE: Community Road Map
Objective 2: Ensure the Comprehensive Emergency Management Plan prepares the City for any community incident

ANALYSIS/DISCUSSION:

An in-depth discussion was held regarding the 2 paths that are

listed in FEMA publication P-758 the Substantial Improvement/Substantial Damage Desk Reference, commonly referred to as option 1 and option 2. This discussion also included information regarding the substantial damage inspections and assessment data being collected by Tidal Basin.

This meeting also included a discussion about the substantial damage determination letter and permit examples, the determination letter and the permit flow chart, the typical permit application, the internal checklist for floodplain review, the city's floodplain regulations in Chapter 66, and the Florida Building Code and city's building regulations in Chapter 8. This was followed-up with a question and answer forum, based on a list of questions/concerns that have been raised by city staff, the city commissioners, and the citizens.

There are approximately 2400 structures city-wide that had some type of damage from Hurricane Helene and/or Milton, with approximately 1600 structures having had inspections completed by Tidal Basin. Damage from Hurricane Helene was mostly due to flood, with damage from Hurricane Milton being mostly due to wind and most ground level structures had at least 2' depth of flooding. Establishing market values for the condominiums have been challenging - the property appraiser recently added values to the individual structures, with a brief discussion regarding the current Florida building code requires that exterior mechanicals be elevated to the Design Flood Elevation (DFE) which results in a/c units being elevated near the roofline of structures.

FEMA Items of concern – proposed changes to the initial process (aka Option 1) to conduct damage assessment and make substantial damage determinations, prior to issuing permits:

1. Stopped conducting inspections that are used to confirm damages and proposed improvements
2. Stopped sending out existing substantial damage notifications letters
3. Stopped using available data to validate damages and costs to repair the structure to pre-damaged conditions
4. Stopped requiring the hold harm less form for temporary repair permits

Based on the areas of concern listed by FEMA, staff recommends that the Commission provide a policy recommendation to staff to adhere to the FEMA recommendations to keep the listed concerns from elevating to program deficiencies. This policy direction would enable staff to allow/ensure;

- Residents are able to select Option 1 or 2; for either applying for a permit or waiting to receive a SD determination before a permit is filed
- Substantial Damage Determinations are made using all available data (pictures, initial damage inspections performed by the City, substantial damage inspections performed by Tidal Basin, insurance claims, surveyed high water marks, LIDAR data, etc..) and not any simple math method.
- Inspections are allowed an encouraged when needed to confirm/validate the damage listed on a permit
- If a hold harmless form is needed to authorize temporary repairs, the applicant will be asked to complete it as part of the permit process.

FUNDING: Not applicable.

MOTION:

I move to direct City staff to immediately implement the necessary actions to address FEMA's concerns regarding the substantial damage determination process, including;

1. Provide residents the option to choose between Option 1 or Option 2 for applying for a permit or waiting for a substantial damage determination.
2. Make substantial damage determinations using all available data, including photographs, damage inspections, insurance claims, high water marks, and LIDAR data, rather than relying on simplistic mathematical methods.
3. Encourage and allow inspections as needed to confirm or validate damages listed on a permit.
4. Require the completion of a 'hold harmless' form for temporary repairs as part of the permit process when applicable.

ATTACHMENTS:
City TI Commission Summary Memo.pdf
FEMA Memo Treausre Island.pdf
NFIP Sanction Sheet.pdf

General Technical Assistance Visit with FEMA and FDEM – January 10, 2025
Summary Memo for Commission

TREASURE ISLAND FLORIDA

Attendees:
Tammy Hansen – FEMA, Floodplain Management & Insurance Task Force Lead
Hailey Anderson – FDEM, Lead Ordinance Coordinator
Jovanna Garcia – FEMA, External Affair Specialist
Michael Scott – FEMA, Program Manager
Cindy Marks – FEMA, External Affair Specialist
Chuck Anderson – TI City Manager
John Doctor – Mayor of Treasure Island
Kathryn Younkin – TI Community Development Director
Maryellen Edwards – TI Assistant Community Development Director
Jesse Miller – TI Floodplain Administrator
Patrick Wenzel – TI Building Official

Full meeting minutes are being finalized and sent to FEMA for review. The city is also awaiting the post-visit report from FEMA which should be here the week of 1/13/25. Three commissioners and the mayor also met individually with FEMA IGA staff on January 10th.

Staff noted Options 1 and 2 as outlined in the FEMA P-758 Substantial Improvement/Substantial Damage Desk Reference Sect 7-5:

- They can proactively inspect buildings soon after the event and use available information to estimate repair costs and market values; those data can then be used to develop substantial damage determinations in advance of owners submitting applications with more detail; or
- They can notify owners of the requirement to get permits and then wait for property owners to apply for permits and make substantial damage determinations at that time, following their normal permit review procedures.

COMMISSION DIRECTION

Staff explained the timeline of direction that has been received from the Commission.

- **Nov 1, 2024-** The City Commission held a meeting, with a presentation by staff where staff explained that they had been following both options 1 and 2 since opening to the public post Hurricane Milton. The commission then directed staff to:
  "Continue with Option 1 that has been going on for those who wish to follow that that path and for people who have submitted permits to use Option 2 to have a Substantial Damage Determination without an inspection".
- November 2024 the Commission told staff to cease using the hold harmless affidavit.
- **Dec 17, 2024**- The City Commission meeting of December 17, 2024, the Commission voted to: "Adopt Option 2 only for permits and to direct staff to follow Option 2 and FEMA Guidelines".

- **Jan 2, 2025, and January 7, 2025-** The City Commission held a meeting regarding substantial damage letters and voted to allow staff to send substantial damage letters to those who requested them and did not have a permit application. In addition, staff asked to continue to send the determinations based upon the Tidal Basin data, this was not addressed.

EXCERPTS FROM FEMA MEETING DISCUSSION

Staff presented a list of questions, answered by FEMA as follows (answered by FEMA's Task Force Lead Tammy Hansen unless noted otherwise):

Question 1: Staff was directed to make determinations without inspections. Are there concerns with staff only using Option 2 and not inspections?

Answer: An inspection is not required but the community must be able to confirm what damage occurred to the structure in order to ensure that it is returned to pre-storm condition. The best way to do this is through an inspection. The responsibility that all damage is captured rests with the community. Staff asked if the inspection by Tidal Basin is sufficient to meet the inspection and FEMA said yes as long as you are using all available data to validate the estimates and that the scope of work matches the damage.

Question 2: Staff is waiting on direction on sending substantial damage determinations using the Tidal Basin data. The City Code directs staff to notify permit applicants of the determination. In using "Option 2" as directed that means that no determinations are issued to people without permits. Are there any concerns with this process?

Answer: Yes – A substantial damage determination should be made for all structures in the Special Flood Hazard Area (SFHA) and FEMA's advice is to get the inspections done. Having this information allows property owners to make decisions prior to submitting a permit. To have the data and not share it with the residents is not the direction FEMA expects. She also referenced FEMA P-758 - 5.2. Community Responsibilities, including issuing a letter to property owner. If you made a determination through an assessment, then it should be shared with the property owner ASAP. As noted in 7-5 there is a benefit to the property owner of having this determination before making repairs.

Question 3: There has been a direction by Commissioners indicating that staff should use the building value divided by the submitted cost of work as the only information used to make a determination. Are there concerns with this process as staff understands we must use all available information in making this determination.

Answer: Yes. There are concerns. Using the building value divided by the submitted cost of work is not enough. The community must use all available data to determine if the structure is being repaired to pre-storm condition.

Question 4: The public has stated that Tidal Basin data is not based on interior inspections. Staff knows that there have been some interior inspections from the photos in the Pinellas County Dashboard. The public is questioning the data resulting in our determinations. Can you advise if the methodology is sufficient, and should the City use this method for determinations?

Answer: The methodology is not in question from FEMA and is valid to make

determinations. The letter gives them an opportunity to come in for reassessment and reassessment is a valid option. The red flag is not using a consistent and accepted FEMA methodology.

Question 5: What baseline detail is needed. How detailed should the FEMA Cost Breakdown Worksheet contain? For example, number of sheets of drywall, number of screws, tape or just show labor and material totals.

Answer: As long as materials equate to amount of damage or is in relation to the amount of damage done then that is sufficient. Lack of consistency incurred in the review is a red flag. More detail is preferred, as it is another way of verifying damage to the structure.

Question 6: Is there an implication for the city with using "Option 2" only?

Answer: Yes – People who have not applied for a permit will not get a letter and that is a problem.

FEMA also noted advantages of Option 1:

- Every structure has evaluation to determine cost of damage
- Because of that requirement, FEMA advice is getting the assessment done
- Most accurate answer
- The more data the better

The state has provided funding under the FEMA 1206 program to do these inspections.

Question 7: Is the City required to send an SD letter to all property owners? Even those without permits.

Answer: See Question 2 and Question 9 responses.

Question 8: In following the direction of the City Commission listed above are there any other concerns with staff process as discussed above?

Answer: Yes. Sending letters and transparency across the board are important. A validation process for the amount of damage must be in place, making sure that FEMA can trust everything.

Question 9: The city was told that FEMA would want us to be proactive with codes by putting a hold or citation on all buildings without permits, what should we be doing?

Answer: Flag properties somehow and ensure there is some process set up through code enforcement to ensure they come in for permits. Proactively let people know they need permits. Process is handled through the city's existing code enforcement regulations. Every structure in the SFHA needs a letter determining SD and there needs to be a permit to go with that.

QUESTIONS TO COMMISSION IN FOLLOW UP TO MEETING WITH FEMA

FEMA noted red flags and concerns on the process considered by the Commission. Based on the meeting with FEMA and FDEM, staff would recommend that to ensure compliance with FEMA guidance and the city's floodplain regulations the city would follow the guidance provided by FEMA in the January 10th meeting.

Three items of concern were listed by FEMA:

- Not sending the Substantial Damage Determinations
- Not validating a complete scope of work to repair the damage with all available data
- Not conducting inspections

Although FEMA preferred Option 1, to remain consistent with the methodology that was in place in our original process and meet the needs of the community, staff recommends proceeding with both options giving the residents a choice.

STAFF RECOMMENDATION

Based on the three areas of concern noted by FEMA, staff recommends that the Commission provide a policy recommendation to staff to adhere to the FEMA recommendations. This policy direction would enable staff to allow/ensure;

- Residents to select either applying for a permit or waiting to receive a SD determination.
    - Letters using Tidal Basin data to make the required determination to be sent to properties with no permit applications.
    - Property owners have a right to get a Substantial Damage Determination letter before applying for a permit and deciding what they want to do with their property.
    - The city has a responsibility to notify owners, so for those not applying for a permit, that satisfies this city obligation.

- Substantial Damage Determinations need to be made using all available data.
    - This information includes initial damage inspections by the city, substantial damage inspections by FDEM contractor Tidal Basin, insurance claims, surveyed high water marks, LIDAR (ground height) data.

- Inspections allowed when needed to confirm damage listed on a permit. Examples of when it may be needed:
    - Demo permit for the entire structure, the city must make a determination prior to demo, yet there is no repair cost provided, so an inspection may be needed if no prior inspection has been completed.
    - If a building was FEMA compliant when built, the city must ensure that no alterations to the building have subsequently made the building non-compliant. One example would be closing the required flood vents, there is a specific list of items to be checked for compliance which is provided by FEMA.
    - Or stricture does not have an inspection from FDEM inspector Tidal Basin.

Anderson, Chuck

From: Hansen, Tamara <Tamara.Hansen@fema.dhs.gov>
Sent: Thursday, January 16, 2025 6:03 PM
To: Anderson, Chuck; Miller, Jesse; Edwards, Maryellen; Younkin, Kathryn; Doctor, John; pwenzel@mytreasureisland.org; Brennan, Tom
Cc: Hansen, Tamara; Scotten, Michael; Hailey Anderson; Garcia, Jovanna
Subject: Meeting notes and concerns identified during the Treasure Island meeting on 1/10/2025
Attachments: NFIP sanction fact sheet.pdf

This Message Is From an External Sender
This message came from outside your organization.

We want to thank the City of Treasure Island for the hospitality shown to the FDEM and FEMA staff during our meeting on January 10, 2025.

Attendees:

City of Treasure Island - Maryellen Edwards, Kathryn Younkin, Chuck Anderson, Mayor John Doctor, Jaclyn Scholvin, Tom Brennan, Jesse Miller, & Patrick Wenzel
FDEM-OFM – Hailey Anderson
FEMA – Jovanna Garcia, Michael Scotten, & Tammy Hansen

The meeting started with a recap of the Timeline of Events following hurricanes Helene and Milton. Starting on September 24 through the most recent City Commission meeting that occurred on January 7, 2024. This included an in-depth discussion followed regarding the 2 paths that are listed in FEMA publication P-758 the Substantial Improvement/Substantial Damage Desk Reference. Which the public has been calling option 1 and option 2. This discussion also included information regarding the substantial damage inspections and assessment data being collected by Tidal Basin.

This was followed by a discussion about the determination letter and permit examples, the determination letter and the permit flow chart, the typical permit application, the internal checklist for floodplain review, the city's floodplain regulations in Chapter 66, and the Florida Building Code and city's building regulations in Chapter 8. This was followed question and answer forum, based on a list of questions/concerns that have been raised by city staff, the city commissioners, and the citizens.

Items of note:
There were approximately 2400 structures city-wide that had some type of damage from Hurricane Helene and/or Milton, approximately 1600 structures have had inspections completed by tidal basin, damage from Hurricane Helene was mostly due to flood, with damage from Hurricane Milton being mostly due to wind, most ground level structures had at least 2' depth of flooding, establishing market values for the condominiums have been challenging - the property appraiser recently added values to

the individual structures, with a brief discussion regarding the current Florida building code requires that exterior mechanicals be elevated to the Design Flood Elevation (DFE) which results in a/c units being elevated near the roofline of structures.

Items of concern – proposed changes to the initial process (aka Option 1) to conduct damage assessment and make substantial damage determinations, prior to issuing permits:

1. Stop conducting inspections, used to confirm damages and proposed improvements
2. Stop sending out existing substantial damage notifications letters
3. Stop using available data to validate damages and costs to repair the structure to pre-damaged conditions
4. Stop requiring the hold harm less form for temporary repair permits

Concerns in greater detail:

1. **Failure to confirm the extent of damage for each impacted structure**
    - If the city does not know the extent of the damage for the structure, it isn't possible to appropriately review the submitted repair cost estimates to ensure that they include all of the repairs needed to bring the structure back to its pre damaged condition.
    - While inspections are not required, they are a vital component of the validation process. In lieu of inspections the community must have some method(s) in place to ensure that they're able to confirm that submitted repair cost estimates include costs to repair off of the damage that occurred.
    - Inspections also assist in determining if improvements are being planned at the same time as the repair work. Such as: replacing undamaged upper cabinets or replacing all drywall that wasn't damaged.

2. **Failure to provide the existing substantial damage/non-substantial damage letters that were created under "option 1".**
    - One benefit is to provide property owners with information about the requirement to bring buildings into compliance before they get very far along with their plans to repair.
    - Another benefit is that owners that have Federal flood insurance policies will more quickly receive the community's substantial damage determination that they need in order to submit a claim for ICC coverage to their adjuster.
    - The City's floodplain management regulations require the issuance of letter for substantial damage determinations made as part of "Option 2", why wouldn't letters created under "Option 1" to provided. They provide the property owners with the best available information as they are making their recovery decisions. For example - A property owner can benefit from receiving notification confirming their residence isn't substantially damaged, providing them valuable information as the research their recovery options.

3. **Failure to use all available data to confirm that the repair estimate represent the total cost to restore the damaged building to its pre-damage condition.**

- It was suggested the staff has been directed to accept the cost estimate provided by the applicant, without screening to ensure that they include all of the necessary repairs and reasonable costs for material and labor.
- This could also result in missing repairs
- *Failure to validate the cost estimates is a program deficiency.*

4. **The city had been issuing temporary repair permits while requiring an "Hold Harmless" affidavit. The Commission recently directed staff to stop requiring the usage of the hold harmless affidavit.**
    - The concern is once property owners or residents make temporary repairs and start residing in the structure, they might begin making unpermitted repairs to the structure. FEMA has identified past events where substantially damaged structures were fully repaired without going through the proper assessment and/or permitting process. Resulting in non-compliant structures that are difficult to bring into compliance.
    - What authority and code enforcement process will the City rely on to bring such non-compliant structures into compliance?

We mentioned that one of our goals was to identify any program deficiencies so that the community could do a course correction and avoid potential enforcement actions. Details on enforcement action wasn't provided, so I want to take this opportunity to provide them here.

Here are the three enforcement actions that FEMA can take:

1. CRS retrograde – community-wide loss of CRS discounts on the NFIP flood insurance policies

2. Probation Placing the community on probation – community remains in the NFIP
    a. Press release of that the community floodplain management program was found in non-compliance
    b. A $50 surcharge added to every NFIP flood insurance policy community-wide and
    c. Loss of the CRS discount

3. Suspension – a community is removed from the NFIP
    a. No federal flood insurance is available
    b. Limitations place on some of FEMA recovery programs – see the attached NFIP sanction fact sheet for details.

Resources for elected officials:

Training materials for the FPA to provide to their elected officials
https://www.fema.gov/floodplain-management/training/courses/local-elected-executive

Elected Officials' Flood Guide - Flood Science Center

We look forward to supporting the City of Treasure Island as your community moves forward through the recovery process.

Thanks,

Tammy Hansen, CFM
Floodplain Management & Insurance Task Force Lead| DR4828-FL & DR4834-FL
Mobile 404-307-0242
Tamara.Hansen@fema.dhs.gov

Federal Emergency Management Agency
Fema.gov



FEMA

Federal Disaster Program Impacts
on Non-Participating Communities
in the National Flood Insurance Program (NFIP)

SANCTIONED COMMUNITY
FACT SHEET

Legal Requirements

Federal officers and agencies are prohibited by law from approving any financial assistance for acquisition or construction purposes in an identified Special Flood Hazard Area (SFHA) located in a community that does not participate in the NFIP.[1] If a community has a mapped and identified SFHA but does not participate in the National Flood Insurance Program, no Federal assistance can be provided for the purpose of acquiring, repairing, restoring, or replacing any property/facility in that SFHA. This restriction also applies also to communities that have been suspended or have withdrawn from the NFIP. In addition, it applies to a major disaster or emergency declaration by the President for any peril.

This law prohibits the issuance of federally-secured loans for properties within the SFHA in communities that do not participate in the NFIP. Therefore, federal disaster assistance in the form of loans by the Small Business Administration (SBA) and the Farm Service Agency (FSA) is prohibited for properties within the SFHA of a non-participating NFIP community.

Below are the specific restrictions that apply to disaster assistance for such non-participating communities:

Public Assistance Program

- Eligible : Emergency Work

  No restrictions apply. Eligible debris removal efforts and emergency protective measures under Sections 403, 407, and 502 of the Stafford Act (42 U.S.C. §§5170b, 5173, and 5192) are still eligible in communities that do not participate in the NFIP.

- Not eligible: Permanent Work

  The permanent repair, restoration, or replacement of otherwise eligible facilities under Section 406 of the Stafford Act (42 U.S.C. §5172) are not eligible under the Public Assistance Program for those facilities located in an identified SFHA, when that community is not participating in the NFIP. This restriction applies regardless of peril or hazard, e.g., whether the facility incurred damages as a result of wind, fire, hail, flood, or any other hazard. (Consideration may be given for approved alternate projects when such projects are located outside of the SFHA.) PA will provide assistance for uninsurable facilities, i.e. bridges, roads, walkways, etc.

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[1] National Flood Insurance Act of 1968, as amended, and the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C., Subchapter III, §4106.

Individual Assistance Program

- Housing Assistance

  Eligible: Grants for lodging expenses, such as the reimbursement of hotel or motel expenses, or rental assistance.

  Not-eligible: Grants to permanently repair disaster-damaged homes or grants which can be applied to replace or permanently construct a home

- Other Needs Assistance

  Eligible: Assistance for medical, dental, and funeral costs, as well as transportation and other similar assistance authorized under Section 408 of the Stafford Act (42 U.S.C. §5174) are still eligible under the program. FEMA will consider referrals from the Small Business Administration (SBA) to meet these needs, when SBA denies a loan for such expenses and refers the application to FEMA.

  Not-eligible: Personal property losses that could have been insured by NFIP (such as appliances, clothing, furniture)

Hazard Mitigation Grant Program (HMGP)

Federal grants cannot be given for acquisition or construction proposes if the site is located in a designated SFHA and in a community that does not participate in the NFIP. Non-participating communities may submit projects to the HMGP only if the projects are located in unmapped area or areas outside the SFHA.

Summary

Federal disaster assistance under the Stafford Act for acquisition and construction purposes in identified SFHA's located in communities that do not participate in the NFIP, regardless of the cause of the emergency or declaration, is prohibited.

If a sanctioned community apply and join the NFIP within 6 months of the federal disaster declaration, these limitations on federal disaster assistance will be lifted.