BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, JULY 1, 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

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: April 1, 2025, Regular and Workshop meetings; March 7, 2023, Regular and Workshop meetings; and the May 2, 2023, Regular and Workshop meetings.
05.02.2023 Regular Minutes.docx
05.02.2023 Workshop Minutes.docx
04.01.2025 Regular.docx
04.01.25 Workshop.docx
03.07.2023 Regular Minutes.docx
03.07.2023 Workshop Minutes.docx

G. CONSENT AGENDA

G.1 Authorize the City Manager the Authority to issue purchase orders to Hyfab Corp., Tampa Crane & Body and Harborside Fleet Solutions, LLC for repairs to City trucks, vehicles and equipment maintained by the Department of Public Works.

G.2 Authorize the City Manager to execute a contract for the Master Pump Station Design and Permitting
City of Treasure Island - Master Pump Station Replacement TO.pdf

G.3 Permit Review

Permit Update 6-24-2025.pptx

H. ITEMS OF BUSINESS

H.1 Motion to Accept Donation from Red Mountain Builders LLC to assist the City with Solid Waste collection over the July 4th weekend

H.2 1st Reading of Ordinance 2025-08 Amending Chapter 65 Impact Fees.
2025 0613 KH Impact Fee_Memo.pdf
MIFO ILA Presentation_Treasure Island_LPA Meeting_06.19.25.pdf
LPA RES 2025-02.pdf
Ord 2025-08 Multimodal Fee Ordinance.pdf
Business Impact Ord 2025-08.pdf

H.3 Ordinance 2025-09, Budget Amendment to Recognize the Sale of a Seized Truck by the Police to Parks and Recreation
ORDINANCE_2025-09 TRANSFER TRUCK FROM POLICE TO PARKS.docx
Budget Amendment 2025-09.xlsx

H.4 Authorization to Submit EDA Grant Application for Treasure Island Economic Revitalization and Resiliency Plan
Proposed Economic Revitalization and Resiliency Plan Outline_06202025.pdf
RESOLUTION 25-11.docx

H.5 Request for Additional Permitting Staff
Staffing Forecast (CDD) 07.01.25.pdf

H.6 Parking Fees (Commissioner Czyszczon)

H.7 Terrain Modification Manual (Commissioner Clark)
TMM Simplification.docx

H.8 Discussion on Solid Waste Outsourcing (Commissioner Clark)
Outsourcing of Trash.docx

H.9 Severance Agreement with Charles Anderson
Severance Agreement - Chuck Anderson extended July 14.doc

I. COMMISSIONER REPORTS

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. F.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 1, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the following Minutes: April 1, 2025, Regular and Workshop meetings; March 7, 2023, Regular and Workshop meetings; and the May 2, 2023, Regular and Workshop meetings.
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:	The purpose of this item is to review and approve the minutes of the April 1, 2025, Regular and Workshop meetings; March 7, 2023, Regular and Workshop meetings; and the May 2, 2023, Regular and Workshop meetings.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	There is no cost associated.
MOTION:	I move to approve the minutes of the April 1, 2025, Regular and Workshop meetings; March 7, 2023, Regular and Workshop meetings; and the May 2, 2023, Regular and

Workshop meetings.

ATTACHMENTS:
05.02.2023 Regular Minutes.docx
05.02.2023 Workshop Minutes.docx
04.01.2025 Regular.docx
04.01.25 Workshop.docx
03.07.2023 Regular Minutes.docx
03.07.2023 Workshop Minutes.docx

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, MAY 2, 2023 – 6:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Tyler Payne called the meeting to order and led in the pledge of allegiance.

B. ROLL CALL

Present:
Mayor Tyler Payne
Vice Mayor Saleene Partridge
Commissioner John Doctor
Commissioner Beth Wetzel

Absent:

Commissioner Deb Toth

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

There were no changes to the Regular or Workshop agendas.

D. PROCLAMATIONS AND RECOGNITIONS

D.1 Proclaim May 6, 2023, through May 12, 2023, as National Nurses Month, Presented to HCA Florida Pasadena Hospital

Mr. Brent Burish, HCA Florida Pasadena Hospital Chief Executive Officer, made remarks.

D.2 Proclaim May 8, 2023, through May 14, 2023, as Lung Force Week (also known as National Women's Lung Health Week), Presented to American Lung Association

Mayor Payne read the proclamation.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Ms. Mel Lenehan, 8251 Bayshore Boulevard, spoke about problems with commercial parking spots near her home and wanted the ordinance governing commercial vehicles clarified.

F. COMMISSIONER REPORTS

Commissioner Doctor touched on an upcoming event.

Vice Mayor Partridge had no report.

Commissioner Wetzel addressed Ms. Lenehan's concerns, touched on community events, and remarked it was the beginning of sea turtle season.

Mayor Payne also commented on Ms. Lenehan's situation.

G. APPROVAL OF MINUTES

G.1 Approval of the Commission Regular and Workshop Minutes of February 7, 2023 and March 21, 2023 and Special Session Minutes of March 10, 2023, as Written.

Vice Mayor Patridge moved to approve the Commissioner regular and workshop minutes of from February 7, 2023, and March 21, 2023, and Special Session minutes of March 10, 2023, as written, seconded by Commissioner Wetzel. Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

H. CONSENT AGENDA – None.

I. ITEMS OF BUSINESS

I.1 Motion to Accept Donation from the Treasure Islettes to the Parks and Recreation Department

Ms. Diana Crabill presented the donation and noted it was from bingo proceeds. **Vice Mayor Patridge moved to accept the generous donation of $2,500 from the Treasure Islettes for the Parks and Recreation Department's scholarship fund to assist families otherwise unable to afford the registration fees for the summer and winter camps, seconded by Commissioner Doctor.** Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.2 Second Reading of Ordinance 2023-05 Budget Amendment for the replacement of the Emergency Operations Center (EOC) Generator in the amount of $156,550 to be split by the Cities of Treasure Island, St. Pete Beach, and South Pasadena.

City Attorney Jennifer Cowan read the ordinance by title only. Finance Director Mike Munger introduced the item. Mayor Payne called for public comment; there was no response.

Vice Mayor Patridge moved to approve Ordinance 2023-05, amending the budget to transfer funds necessary to purchase the EOC generator at the second reading May 2, 2023, seconded by Commissioner Doctor. The motion carried four to zero.

Vice Mayor Partridge moved to approve the authorization of the purchase of replacement generator from Ring Power Corporation in the amount not-to-exceed $156,550, seconded by Commissioner Doctor. Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.3 Addendum to Contract RFP 21-004 - Auditing Services

Director Munger relayed the item. Mayor Payne asked for more context on the type of contractors being utilized. Director Munger stated the contractors were vetted. In response to Mayor Payne, City Attorney Cowan noted the item was brought to the Commission because it was an amendment to the contract. **Vice Mayor Patridge moved to accept the addendum to Contract RFP 21-004 with Carr, Riggs and Ingram, for auditing services, to allow for subcontracting outsourcing, seconded by Commissioner Doctor.** Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.4 Execute a Second Contract Amendment with Conex Recycling Company for Multi-Family Recycling Collection Services

Public Works Director Stacy Boyles reviewed background material and answered questions about contaminated recyclables and the contract costs. After asking what happened if a recyclable load was rejected, **Vice Mayor Patridge moved to approve a second amendment to Contract 1718-15 with Conex Recycling, extending the contract for an additional two-year period for multi-family recycling services, seconded by Commission Wetzel.** Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.5 Execute an Interlocal Agreement with Pinellas County for the Cooperative Procurement of Disaster Debris Collection and Removal Services and Disaster Debris Monitoring and Management Services and Authorize the City Manager to Enter Into Participant Agreements with Responsive Contractors for Debris Services

Director Boyles introduced the item, as provided in background material. Following remarks, **Vice Mayor Patridge moved to approve the execution of an interlocal agreement with Pinellas County for the cooperative procurement of disaster debris collection and removal services and disaster debris monitoring and management services and authorize the City Manager to enter into participant agreements with responsive contractors for debris services, seconded by Commissioner Wetzel.** Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.6 Parking Program Changes and Sunset Beach Parking Plan

Director Munger introduced the item. **Vice Mayor Patridge moved to accept the staff proposal and authorize the implementation of metering the side streets within Sunset Beach to a pay-by-plate parking enforcement or mobile-pay only system to encourage visitors to park in the parking lots and less on the streets within Sunset Beach, seconded by Commissioner Wetzel.** Following discussion, Commissioner Doctor asked about future expansion. Talks continued about service vehicles, event parking, and potential work arounds. Mayor Payne called for public comment.

Mr. Dave Macardi, 8251 Bayshore Drive, requested the Commission consider what parking spots would be included.

The motion carried four to zero.

J. ADJOURNMENT

The meeting was adjourned.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, MAY 2, 2023 – 7:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MINUTES

Mayor Tyler Payne called the meeting to order.

Present:

Mayor Tyler Payne
Vice Mayor Saleen Patridge
Commissioner John Doctor
Commissioner Beth Wetzel

Absent:

Commissioner Deb Toth

A. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan had no report.

City Manager Amy Davis suggested keeping the firework show for Independence Day, but sought the Commission's approval to evaluate a drone show for the Sanding Ovations event. Vice Mayor Patridge was concerned about long range visibility a drone show. City Manager Davis spoke about community events, landscaping projects, the beginning of sea turtle season, and congratulated staff on achieving the gold level from the League of Cities.

B. DISCUSSION

B.1 Financial Report - Quarter 1 – Fiscal Year 2023

Finance Director Mike Munger provided a report, as provided in background material. Mayor Payne asked about the difference between the expenses and revenue in the report. Director Munger expounded on projects reflected on the expenditures.

C. PUBLIC COMMENT

Mr. Richard Libero, 11600 7th Street East, liked the landscape project, and wanted to see a slogan for the redevelopment project. Mayor Payne noted there was a strategic plan available.

D. ADJOURNMENT

The meeting was adjourned.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, APRIL 1, 2025
CITY HALL COMMISSION CHAMBERS
10451 GULF BLVD TREASURE ISLAND FL 33706

Minutes

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order 6:02 p.m. and led the pledge of allegiance.

B. ROLL CALL

Present
Mayor John Doctor
Commissioner Tammy Vasquez
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

Absent
Commissioner Chris Clark

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

The Commission unanimously approved the regular and workshop agenda.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION – None.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Ms. Carrie Aurdbach, Treasure Island adopt-a-beach, informed the residents that Sea Turtle season was approaching and invited everyone to attend Turtle Talk, which aimed to educate residents on how to be spotters as well as educate beach visitors.

Mr. Mark Hohe, District 3, recommended the Commission not change the Charter for a short-term fix and not to borrow heavily.

Ms. Brandy Long, District 2, expressed gratitude for having the dune walkovers fixed.

Ms. Sara Pennington, District 2, expressed gratitude for having the Dune Walkovers fixed and wanted the Commission to embrace efficiency and fiscal responsibility.

Mr. Gary Potenziano, District 3, asked where the City was with the Pumping Station.

F. COMMISSIONER REPORTS

Vice Mayor Vasquez traveled to Tallahassee during the legislative session to secure money for the Public Safety Facility.

City Manager Chuck Anderson read a report from Commissioner Clark, which was included in the background material.

Commissioner Czyszczon mentioned during Treasure Island Day, Paradise Island Civic Association would have drinks for donations and the funds would go to the Police, Fire and Recreation Departments for rebuilding.

Commissioner Dickey relayed permit applications were caught up, the turn around time was a few days, delays were coming from incomplete applications, there were currently 244 applications waiting for additional information, and permit fees waivers related to hurricane damage ends May 31, 2025.

Mayor Doctor mentioned the legislative days at Tallahassee and noted a few bills in the Senate which were not favorable to smaller cities.

G. CONSENT AGENDA

G.1. Approval of the Florida Communities Trust Dedication to Public Use and the Declaration of Restrictive Covenant for the Purchase of the Isle of Palms Park

G.2. Execution of the First Amendment to Contract Between the City of Treasure Island and Environmental Science Associates Pertaining to Treasure Bay Living Shoreline and Water Quality Improvements RFQ 20-018 Agreement for Professional Services.

Vice Mayor Vasquez moved to approve the Consent agenda, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. **The motion carried four to zero.**

H. ITEMS OF BUSSINESS

H.1. Second Reading and Public Hearing on the Terrain Modification Program as outlined in Ordinances 2024-11, 2024-12, 2024-13, 2024, 14, 2024-15, 2024-16, 2024-17 and 2024-18.

City Attorney Cowan read Ordinances 2024-11, 2024-12, 2024-13, 2024-14, 2024-15, 2024-16, 2024-17 and 2024-18 by title only. Community Development Director Kathryn Younkin gave background on the item. There were no changes since the first reading.

Vice Mayor Vasquez moved to approve and adopt the Terrain modification program as set forth in Ordinances 2024-11, 2024-12, 2024-13, 2024-14, 2024-15, 2024-16, 2024-17 and 2024-18, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. **The motion carried four to zero.**

H.2. First reading of Ordinance 2025-03, Amending FY25 General Fund Budget to recognize insurance proceedings of $1,891,008.97.

City Attorney Cowan read Ordinance 2025-03 by title only. Interim Finance Director Mike Howard gave background on the item and informed the Commission there was a plan to use the money to rebuild City buildings. The Commissioners wanted to see a detailed breakdown for each building.

Commissioner Czyszczon moved to approve Ordinance 2025-03 at this public hearing and schedule the second reading on April 15, 2025, regular meeting, Seconded by Commissioner Dickey. Mayor Doctor called for public comment; there was no response**. The motion carried four to zero.**

H.3. Approval of Expenses to USA Voltage LLC for the Installation of Light Poles that Match the Existing Bascule Bridge Fixtures and Soffit lighting in Bridge Control House in the amount of $94,237.00

Public Works Director Mike Helfrich gave background on the item and noted the lights were replaced in 2019, but high winds from the hurricanes damaged the lights. **Commissioner Czyszczon moved to approve the expenses to USA Voltage LLC for the Installation of Light Poles that Match the Existing Bascule Bridge Fixtures and Soffit lighting in Bridge Control House in the amount of $94,237.00, seconded by Vice Mayor Vasquez.** Mayor Doctor called for public comment; there was no response. **The motion carried four to zero.**

Commissioner Czyszczon moved to approve the contract extension to USA Voltage LLC amount of $94,237, seconded by Vice Mayor Vasquez. Mayor Doctor called for public comment; there was no response. **The motion carried four to zero.**

H.4. Authorization to Purchase As-Needed Engineering Services from Michael Baker International for a total of $368,223.58 for Civil, Structural, and Environmental Design Services for Boardwalk/Dune Walkover Replacements and Repairs damaged in Hurricane Helene.

Director Helfrich gave background on the item and noted Michael Baker had a continuing contract with the City until October 2026, with a one-year extension after, the dune boardwalks and walkovers were damaged severally due to the hurricanes, some

temporary repairs had been made, but the walkovers still needed to be fully replaced. Any dune boardwalks or walkovers in Sunset Beach would not be replaced until beach renourishment.

Public Comments:

Mr. Andrew Vasey, District 2, mentioned Michael Baker is sister company with Tidal Basin. He asks to reconsider awarding the contract.

Ms. Sara Pennington, District 2, dittos resident Andrew Vasey, asked if the City could use the previous year's designs, if the Public Works Director had personally visited each one, and if the City was able to make permanent repairs to some of the walkovers.

Ms. Brandy Long, District 2, mentioned there was a liability with the walkover on 123rd Avenue.

Ms. Carlos Miro, 10231 Tarpon, asked the Commission to look at spending money as if spending their own money and try to save money.

Mr. West Evans, District 2, mentioned the price was to consult on the walkovers, not to build the walkovers.

The Commission was concerned about Michael Baker being sister companies with Tidal Basin and directed staff to get an estimate and contract from Kimley-Horn.

H.5. Treasure Island Historical Society City Hall Project

Parks and Recreation Director Cathy Hayduke presented the item, stated the elevator wall on the second floor of City Hall would be dedicated to the Police and Fire Departments, and asked for consensus from the Commission for the design. The Commission asked for a current picture of the Police and Fire Department to be added.

I. ADJOURNMENT

The meeting adjourned at 7:20 PM

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John Doctor, Mayor

Attest:

_____

Tia Payton, Deputy City Clerk

BOARD OF COMMISSIONERS WORKSHOP MEETING
TUESDAY, APRIL 1, 2025
CITY HALL COMMISSION CHAMBERS
10451 GULF BLVD TREASURE ISLAND FL 33705

Minutes

A. CITY MANAGER AND CITY ATTORNEY REPORT

Mayor Doctor called the meeting to order at 7:30 p.m. City Manager Chuck Anderson gave a report which was included in the background material. City Attorney Jennifer Cowan did not have a report.

The Commission unanimously agreed to have a Special Workshop on the Second Tuesday of each month.

B. DISCUSSION

B.1. Government Accounting Overview

Interim Finance Director Mike Howard presented the item as outlined in the background material. Commissioner Dickey asked if the firm conducting the audit could present the findings. Director Howard clarified the City would move away from a flat-lined budget. Ms. Molly Clark, Senior Managing Director, and Mr. Matt Sansberry, Managing Director, Public Resource Advisory Group, and Mr. Dwayne Drapper, Bond Counsel, presented the municipal debt discussion as outlined in the background material. Commissioner Czyszczon inquired about the fees and costs associated with Public Resource Advisory Group. City Attorney Cowan gave a presentation on procurement as outlined in the background material. City Attorney Cowan clarified the amount of time for the seawall construction depends on the cost of the construction, if there is an RFQ as the construction would have to bided competitively.

C. PUBLIC COMMENT

Mr. Mark Hohe, District 3, clarified that he was not inferring, the commission was challenging the debt cap, and believed we should be cautious of any debt discussions.

Mr. Andrew Vasey, District 2, stated the taxes would increase on residents when increasing debt.

D. ADJOURNMENT

The meeting was adjourned at 9:32 PM

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John Doctor, Mayor

Attest:

_____

Tia Payton, Deputy City Clerk

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, MARCH 7, 2023 – 6:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Payne called the meeting to order and led in the pledge of allegiance.

B. ROLL CALL

Present:

Mayor Tyler Payne
Vice Mayor Saleene Partridge
Commissioner Deborah Toth
Commissioner John Doctor
Commissioner Beth Wetzel

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

On request from Commissioner Toth, Item I.2., First Reading of Ordinance 2023-03, regarding inactive birds nests, was moved to the March 7, 2023, Workshop.

City Manager Amy Davis requested H.1., Request from Isle of Capri Civic Association for the City to Install a Fence around the Roselli Park Playground, be moved from the Consent Agenda to the Regular Agenda due to updated figures. There was no objection.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Proclamation for Government Finance Professionals Week

D.2 Certificate of Achievement for Excellence in Financial Reporting - FY 21

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mr. Gary Potenziano, 15 Treasure Lane, spoke about proposed Charter Amendments 1 and 2.

Mr. Edwin Barnett, 201 104th Avenue, spoke in favor of the charter amendments.

Ms. Dana, 11405 4th Street East, asked about the cap related to property tax values.

Ms. Kim Matthew and Mr. Richard Matthew, 225 104th Avenue, Unit 210, questioned the increased cap.

Mr. Erik Norrie, 12170 7th Street East, was concerned about amendments' language.

Mr. Paul Kurpe, 10348 Gulf Boulevard, believed the amendments' language was unclear and reflected on prior tax adjustments.

F. COMMISSIONER REPORTS

Commissioner Toth made appreciative remarks for recent community events, relayed upcoming community events, noted there was a potential children's lending library coming at Rosselli Park and an increase of Gulf Beaches Public Library users, and shared a reminder to respect the dolphins in the area.

Commissioner Doctor spoke on work in Triangle Park, thanked Isle of Palms community for hosting a public forum, and encouraged voting.

Vice Mayor Partridge reminded everyone dogs were not allowed on the beach; touched on a request for a budget update, a community event, code enforcement regulations, and website improvements; and reflected on the upcoming charter amendments.

Commissioner Wetzel echoed thanks for community events, relayed upcoming events, and affirmed the difficulty with ballot language.

Mayor Payne expounded on the history and rationale behind the upcoming charter amendments and provided an update on the new City Hall.

G. APPROVAL OF MINUTES

G.1 Approval of the Commission Regular and Workshop Minutes of December 6, 2022

Vice Mayor Partridge moved to approve the Commission Regular and Workshop minutes from December 6, 2022, seconded by Commissioner Toth. Hearing no response to the call for public comment, **the motion carried five to zero.**

H. CONSENT AGENDA – None.

I. ITEMS OF BUSINESS

I.1 Second Reading of Ordinance 2022-18 clarifying the regulations for alternate setbacks of the City's Land Development Regulations in Sec. 68-561

City Attorney Jennifer Cowan read the ordinance by title only. Community Development Director Kathryn Younkin responded to a question from Vice Mayor Partridge regarding setback lines. Mayor Payne called for public comment.

Mr. Mike Barnett, 52 Dolphin Drive, wanted clarification on a potential easement expansion.

Vice Mayor Partridge moved to adopt Ordinance 2022-18 clarifying the regulations for alternate setbacks of the City's Land Development Regulation in Section 68-561 at the

second and final reading, seconded by Commissioner Toth, who made remarks regarding the easements. Director Younkin stated the easements would only be expanded when properties were developed. **The motion carried five to zero.**

I.2 First Reading of Ordinance 2023-03 regarding Inactive bird nests, amending Chapter 6 - Animals, Sec. 6-2 Destruction of fowl or animals prohibited. – **Moved to March 7, 2023, Workshop Meeting.**

I.3 First Reading of Ordinance 2023 -04 regarding Budget Amendment Appropriating the Tree Replacement Funding from General Fund Balance

City Attorney Cowan read the ordinance by title only. Staff reviewed the item. Commissioner Toth appreciated the item. **Vice Mayor Partridge moved to approve Ordinance 2023-04 to the appropriation of $13,905.45 from the general fund, restrictive fund balance, consisting accumulated unspent tree fees to partially fund the East Causeway Landscaping Project and to be available for commemorative tree purchases, seconded by Commissioner Toth.** Following comments, Mayor Payne called for public comment; there was no response. **The motion carried five to zero.**

H.1 Request from Isle of Capri Civic Association for the City to Install Fence Around the Rosselli Park Playground and Accept the Association's Donation – **Moved from the Consent Agenda.**

Director of Parks and Recreation Cathy Hayduke provided an update on project costs. Following comments, **Vice Mayor moved to approve the installation of the fence around the Roselli Park playground, accepting the quote from Coastal Fence to install 250 feet of 9-guage, green chain link fence with three gates for accessibility, seconded by Commissioner Toth**, who praised the project.

Mayor Payne called for public comment. Mr. Paul Degance, Isle of Capri, made appreciative remarks.

The motion carried five to zero.

Vice Mayor Patridge moved to accept the donation from the Isle of Capri Civic Association in the amount of $3,043.65 which represented 50 percent of the updated project cost and authorize the City to pay the remaining 50 percent of the project; in the event there were any unanticipated costs attributed to the project, the City and the Isle of Capri Civic Association will be responsible for each paying 50 percent of those costs, seconded by Commissioner Toth. On hearing no response to the call for public comment, **the motion carried five to zero.** Commissioner Toth noted improvements were being made to the entrance of the dog park.

J. ADJOURNMENT

The meeting was adjourned.

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John Doctor, Mayor

Attest:

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Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, MARCH 7, 2023 – 7:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MINUTES

Mayor Payne called the meeting to order at 10:15 p.m.

Present:

Mayor Tyler Payne
Vice Mayor Saleene Partridge
Commissioners Deborah Toth
Commissioner John Doctor
Commissioner Beth Wetzel

A. CITY MANAGER AND CITY ATTORNEY REPORTS

City Attorney Jennifer Cowan highlighted pending legislation and potential impacts to the City. City Manager Amy Davis expounded on the potential change to ad valorem taxes.

City Manager Davis gave her report, which touched on charter amendments, tree replanting, the Beautify Treasure Island event, the Gulf Beaches Rotary Club, and upcoming City events. Vice Mayor Patridge requested the City continue to update the website to clarify the charter amendments.

B. DISCUSSION

I.2 First Reading of Ordinance 2023-03 regarding Inactive bird nests, amending Chapter 6 - Animals, Sec. 6-2 Destruction of fowl or animals prohibited. – **Moved from March 7, 2023, Regular Meeting.**

City Attorney Cowan provided background information on the item. Commissioner Toth wanted the ordinance to include relocation plans. City Attorney Cowan explained additional research would be required to regulate the nest replacement. Conversation continued about the importance of quick action due to nesting season.

Commissioner Toth relayed citizen concerns about other nests being removed. Talks continued clarifying what nests were considered inactive and what circumstances could prompt

relocation. Ms. Kathryn Younkin, Community Development Director, responded to Mayor Payne about matching the height of moved nests. Following remarks, the Commission agreed to move the item forward and to refrain from regulating poll heights. Dialogue continued on State and Federal regulations, notice requirements, and holding a special meeting to address the item.

B.1 Hurricane Ian Sanibel Island Lessons Learned

Fire Chief Trip Barrs introduced the item. Following remarks from Mayor Payne, Chief Barrs continued the presentation. Comments occurred on debris drop off sites. Chief Barrs proceeded with the report and addressed comments about electric battery vulnerabilities and types of debris. Talks ensued on reentry methods following a storm. Commissioner Toth remarked on utilizing residents. Commissioner Doctor asked how Sanibel Island handled city personnel before, during, and after a storm. Mayor Payne wanted a copy of the presentation.

C. PUBLIC COMMENT

Mayor Payne called for public comment; there was no response.

D. ADJOURNMENT

The meeting was adjourned.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 1, 2025

SUBMITTED BY: Gary Volenec, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorize the City Manager the Authority to issue purchase orders to Hyfab Corp., Tampa Crane & Body and Harborside Fleet Solutions, LLC for repairs to City trucks, vehicles and equipment maintained by the Department of Public Works.

BACKGROUND:

The Public Works Department is seeking approval for the City Manager to authorize purchase orders with a total not to exceed limit of $50,000. This will enable Public Works to procure repair services that exceed in-house repair service capabilities, and which are essential for the maintenance of City vehicles and equipment stock. Hyfab Corp., Tampa Crane & Body, and Harborside Fleet Solutions, LLC are previously authorized providers for repairs on trucks, vehicles and equipment maintained by the Department of Public Works.

POLICY/PURPOSE:

This request is for the City Commission to grant the City Manager authority to utilize Hyfab Corp., Tampa Crane & Body, and Harborside Fleet Solutions, LLC on an as-needed basis for the repair of City trucks, vehicles and equipment maintained by the Department of Public Works.

STRATEGIC PLAN RELEVANCE:

Infrastructure
Goal 1: Protect City assets to sustain the future of Treasure Island
Objective 1: Assess status, and maintain City-owned

infrastructure and resources

ANALYSIS/DISCUSSION:

The Public Works Department is requesting Purchase Authority for the City Manager to authorize purchase orders not to exceed $50,000 during the remainder of FY 2025.

FUNDING:

Funding is budgeted in the FY 2025 Public Works accounts for vehicle maintenance and repairs: 001-5391-46200/420-5350-46200/430-5340-46200/450-5380-46200. This investment reflects sound upkeep of the fleet of city vehicles, trucks and equipment to ensure safe, reliable operation and provide for adequate preventative maintenance to keep costs controlled. The combined repair purchase orders shall not exceed a total amount of $50,000 for the remaining Fiscal Year 2025.

MOTION:

I move to Authorize the City Manager the Authority to utilize Hyfab Corp., Tampa Crane & Body and Harborside Fleet Solutions, LLC on an as-needed basis for the repair of City trucks, vehicles and equipment maintained by the Department of Public Works with a not to exceed limit of $50,000 during the remainder of FY 2025.

ATTACHMENTS:

AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 1, 2025
SUBMITTED BY:	Gary Volenec, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Authorize the City Manager to execute a contract for the Master Pump Station Design and Permitting
BACKGROUND:	The wastewater master pump station is critical to the City's sewer system operations. It was constructed in 1981 and underwent a major rehabilitation in 2012. However, the master pump station is now in need of total replacement The existing station is located in the AE-11 flood zone, requiring that vulnerable equipment be floodproofed or raised to an elevation of 13 feet. However, the design of the pump station will be directed to minimize vertical construction wherever possible and landscape screening will be added by the City. Provision of an emergency generator and odor control equipment for the master pump station is included in the project.
POLICY/PURPOSE:	The purpose of this item is to execute a contractual agreement with Kimley Horn for the design, permitting and construction administration of a new wastewater master pump station. The new facility will be located on the Public Works site on 108th Avenue and will be situated to minimize impacts to the remaining city-owned parcel. The selection of Kimley Horn for this project was approved at the Commission Meeting held on June 3, 2025
STRATEGIC PLAN RELEVANCE:	Goal 3 of the City's Strategic Plan is to "Proactively maintain and improve infrastructure that meets the future needs of the City."
ANALYSIS/DISCUSSION:	Kimley Horn participated with the City on preliminary analysis of the Master Pump Station as part of previous land use considerations for the 108th Avenue parcel. They are well

situated to provide the necessary design, permitting and construction administration services to meet the needs of the project. Staff has worked with the consultant to optimize the fee amount to best serve the City while being sensitive to the funding constraints. The total consultant fee is $367,010 and is broken down as follows:
Design and Permitting - $254,078
Construction Administration - $71,612
Project Support (Renderings/Public Meetings/ Add'l Requests) - $41,320 (Only upon prior City authorization/hourly, not to exceed)

Additionally, the City will pay the survey update fee of $20,000 directly to the vendor, for a total not to exceed project design, permitting and construction administration cost of $387,010.

FUNDING:

Funding for the design of this project is included in the FY 2025 Budget in the overall total amount listed within account 420-5350-63451. For construction, the City has received an FDEP Grant for $1.5M for the construction of the new facility, as well as a pending $1.27M Federal Grant that is being tracked for progress. Should additional funds be necessary, staff will seek low-interest funding through a State Revolving Fund (SRF) Loan, managed by the State of Florida for water infrastructure projects to complete the construction of the project.

MOTION:

I move that the City Commission authorize the City Manager to execute a contract with Kimley Horn for the Master Pump Station Design and Permitting, pending review by the City Attorney.

ATTACHMENTS:
City of Treasure Island - Master Pump Station Replacement TO.pdf

June 20, 2025

Mr. Gary Volenec
Public Works Director
10451 Gulf Blvd,
Treasure Island, FL 33706

Re: Professional Services Agreement
Master Pump Station Replacement
Treasure Island, Florida

Dear Mr. Volenec:

Kimley-Horn and Associates, Inc., ("Kimley-Horn" or the "Engineer") is pleased to submit this letter agreement (the "Agreement") to the City of Treasure Island (the "City" or the" Client") for professional engineering services for the design, permitting, and construction phase services of the proposed master pump station replacement including, elevated generator and controls platform, odor control unit, and dedicated access driveway. Our project understanding, scope of services, and fees are described below.

Project Understanding and Assumptions

1. The City is proposing a new master pump station. Public works facility and storage yard improvements are not included as part of this task order.
2. The existing Phase 1 Facilities Improvement Project 30% pump station design submitted to the City on 02/24/2024 and the City of Treasure Island's approved master plan document will be used as the basis for the design.
3. The subject property is located along 108th Avenue, roughly between Gulf Blvd. and 1st Street East and is bounded the Intracoastal Waterway to the northwest.
4. The new master pump station project will include a dedicated access drive separate from the rest of the parcel.
5. Kimley-Horn understands that the existing property zoning and future land use designation will remain the same and are acceptable to support the proposed project uses. It is not anticipated to that any land use entitlements or variances will be required. No DRC meetings are anticipated to be required.
6. Kimley-Horn assumes that service for all utility infrastructure will be adequately provided within 100 feet of the project boundary.
7. Kimley-Horn assumes this project will be exempt from SWFWMD permitting and stormwater improvements.
8. Kimley-Horn understands that the current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps will remain in effect and that this project does not anticipate making applications to FEMA for either Conditional Letter of Map Revisions (CLOMR) or Letter of Map Revisions (LOMR) including no revisions to the Limits of Moderate Wave Action (LIMWA) line.
9. Kimley-Horn anticipates coordinating with Duke Energy for the power needs of the proposed master pump station. Kimley-Horn will also assist the City in coordination with Duke for the relocation of existing Duke infrastructure (up to four (4) pieces of equipment) located on the parcel, west of the existing public works building.
10. It is assumed that hazardous materials are not present on site. Environmental permitting required for site remediation would be provided under a separate scope of work, if needed.

11. No stormwater design or modeling is included within this scope.
12. It is Kimley-Horn's understanding that this project will not pursue LEED / Envision accreditation and no tasks to provide this support have been included within this scope of services.
13. It is assumed that the proposed generator and controls building will be installed on an elevated platform. The proposed odor control until will be installed on grade.
14. It is assumed that the City will provide Kimley-Horn the existing site survey (topographic) and geotechnical report obtained as part of the Phase 1 Facilities Improvements project. An updated survey will be included within the scope of work. No additional geotechnical investigations are included within this scope.
15. All permitting, application, and similar project fees will be paid directly by the Client.
16. 60% design plans, specifications, and OPC deliverables are not included as part of this scope.
17. Contract/Grant Management, Environment Engineering, Landscaping and Irrigation Plans, and SRF Loan Application Assistance/Compliance are not included as part of this scope.
18. City will pay all expenses for the updated survey and SUE. Payment shall be made directly to the surveyor.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

A. GENERAL (Lump Sum)

1. PROJECT KICKOFF MEETING & INITIAL SITE VISIT
   Kimley-Horn will attend up to (1) one kickoff meeting workshop followed by an initial site visit with the City to confirm the approach for project. The Engineer will provide meeting minutes to the City following the meeting.
   Deliverable: Meeting Minutes

2. PROJECT MANAGEMENT
   Kimley-Horn will set up and maintain a collaborative online platform for document control. The platform will be accessible and available to the City and all subconsultants.

   Kimley-Horn will provide monthly invoices and project status summary reports, including all subconsultants invoices for the period. Kimley-Horn will provide a draft invoice and attachments to the City for review and approval prior to submitting for payment.

   Kimley-Horn shall coordinate, manage, monitor, and review the services of Hyatt Surveying Services (Hyatt) for survey services. Meetings with the sub-consultant shall be held as required for the project. Kimley-Horn will coordinate the use and timing of these resources in connection with the work, including required subcontracting, scoping, and meetings necessary to complete the task

   Kimley-Horn will prepare and update project schedules at each deliverable if required.

3. SURVEY UPDATE (TOPOGRAPHIC)
   The Engineer will coordinate with Hyatt Surveying, Inc. (Hyatt) to update the existing topographic survey of the subject property to capture changes in built infrastructure for the area limited to the pump station site.

City will pay all associated fees directly to the Surveyor.

Hyatt Survey will locate visible aboveground site improvements, utilities and appurtenances. Underground utilities may be graphically depicted on the survey drawing(s) in accordance with visible appurtenances. Hyatt Survey Services, Inc. will assume NO responsibility for the completeness and/or accuracy of any subsurface data represented on the survey drawing(s) from information provided by others.

Hyatt Survey will determine site elevations on a maximum fifty (50') foot grid, at grade breaks, at changes in direction on curbing/paving to the nearest back of curb or edge of pavement within adjoining rights-of-way or to 10' offsite where accessible. Hyatt Survey will locate/identify living trees within the survey limits with a 4-inch or greater DBH (diameter @ breast height). This survey will be referenced to NAD83/11 Florida State Plane Coordinates. All elevations will be referenced to published NGS benchmarks relative to the NAVD 88 vertical datum.
Deliverable: Updated Topographic Survey

4. SUBSURFACE UTILITY EXPLORATION (SUE)
The Engineer will coordinate with surveyor to complete SUE within the subject property. Eight (8) soft digs are proposed. In-water work is not proposed. All SUE work proposed to be performed landward of the seawall(s).
Deliverable: SUE Data

B. MASTER PUMP STATION REPLACEMENT PROJECT (Lump Sum)

5. 30% SCHEMATIC DESIGN
Kimley-Horn will review the existing 30% design and prepare a 30% submittal. Kimley-Horn will provide two (2) wet well configurations for review, one (1) incorporating the existing 30% wet well configuration design (rectangular triplex with availability for future pump addition) and one (1) alternative wet well configuration (circular triplex with no availability for future pump addition). Once the City selects the preferred alternative, Kimley-Horn will confirm pump selection and associated hydraulic modeling. The 30% schematic drawings will consist of the following components:
    - Standard Cover Sheet
    - General Notes Sheet
    - Preliminary Site Plan with City chosen wet well configuration alternative
    - Preliminary Phasing Plan
    - Preliminary Demolition Plan
    - Preliminary Yard Piping Plan
    - Preliminary Utility Plan

    The plan sheets will be provided to the City electronically in PDF format. Plan PDFs will be provided at the 30% level for the 30% review meeting. Kimley-Horn will deliver 30% plans to City staff for review and comment. After the review period, Kimley-Horn will attend a meeting with the City to review and discuss comments.

    This task includes coordination and meetings with the City throughout the 30% Design Task (up to four (4) review/progress meetings). This task is intended to capture effort related to the preparation for, travel for, attendance of and follow up required for these meetings, conference calls and design coordination for the Project.

Deliverables: 30% Schematic Design
Meeting Minutes from progress meetings

6. INITIAL COST ESTIMATE
The Engineer will prepare a preliminary Opinion of Probable Cost (OPC) based on the 30% design. *Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*
Deliverables: Initial OPC

ENGINEERING DESIGN – HYDRAULIC MODELING

As part of this task, Kimley-Horn will update the existing sewer hydraulic model of the MPS and force main to evaluate existing flow conditions and confirm pump selection. The Sewer Hydraulic Model will consist of the following:

1. Limits will extend from the MPS to the St. Petersburg Pump Station No. 61, or alternative discharge points.
2. Steady-state pressure model will be evaluated. Extended Period simulation will not be included in this task.
3. Model will not be utilized to evaluate existing sewer system upstream of the MPS.

Deliverables: Hydraulic Model Results and Basis of Design Report for Pump Selection

7. 100% PLANS/SPECIFICATIONS
Kimley-Horn will prepare a 100% design submittal including plans and specifications. The 100% construction drawings will consist of the following components:

- Standard Cover Sheet
- General Notes Sheet
- Erosion and Sedimentation Control Plans and Detail Sheets (SWPPP)
- Demolition Plan
- Construction Phasing Plan
- Construction Bypass Plan
- Site Plan
- Typical Details
- Mechanical Plans and Details
- Structural Plans and Details
- Electrical Plans and Details
- Onsite Photometric Plan and Details
- Construction Details

ELECTRICAL ENGINEERING

Kimley-Horn will complete electrical and instrumentation design services for the Master Pump Station and will provide the following services:

- Design of a new electrical system with standard panel design, including new Variable Frequency Drives (VFDs) for each pump.
- Design for a new control system, backup generator and fuel tank, automatic transfer switch (ATS) and site lighting for the new pump station.
- Specifications for the electrical, control and telemetry systems, compliant with the City's existing SCADA system and standard specifications

The plan sheets will be provided to the City electronically in PDF format. Plan PDFs will be provided at the 100% level for the 100% review meeting. Kimley-Horn will deliver 100% plans to City staff for review and comment. After the review period, Kimley-Horn will attend a meeting with the City to review and discuss comments.

Provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Specifications will only be provided with the 100% design submittal.

This task includes coordination and meetings with the City throughout the 100% Design Task (up to four (4) review/progress meetings). This task is intended to capture effort related to the preparation for, travel for, attendance of and follow up required for these meetings, conference calls and design

Deliverables: 100% Design Plans (including Electrical, Structural and I&C) and Specifications
100% Code Minimum Landscape and Irrigation Design Plans
Meeting Minutes from progress meetings

8. FINAL COST ESTIMATE

The Engineer will update the preliminary Opinion of Probable Cost (OPC) based on the 100% design. *Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*

Deliverables: Final Cost Estimate

9. PERMITTING

FDEP PERMITTING – MASTER PUMP STATION (MPS)

The Engineer will prepare and submit documents and design data for the permit application required by the Florida Department of Environmental Protection (FDEP) Domestic Wastewater Collection / Transmission System Individual Permit. The Engineer will address up to two (2) requests for information from the permitting agency or the City of St. Petersburg. The permit fee will be paid by the Engineer and is included in this task.

10. CONSTRUCTION PROCUREMENT ASSISTANCE
Kimley-Horn will provide the City the final Construction Plans and Specifications for inclusion into the City's overall bid documents, assembled by the City.

Kimley-Horn will attend a pre-bid meeting at the City of Treasure Island offices to describe the project and answer questions from prospective bidders. Kimley-Horn will assemble and transmit addendum to the City for distribution.
Deliverable: Meeting Minutes from pre-bid meeting
Addendum Responses for City transmission

C. CONSTRUCTION ADMINISTRATION SERVICES (Hourly, Not to Exceed)

11. CONSTRUCTION PHASE SERVICES
Visit to the Site and Observation of Construction. The Engineer will provide ten (10) visits to make on-site construction observation services during the construction phase. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during the visit and such observations, we will evaluate whether Contractor's work is proceeding in accordance with the Contract Documents, and we will keep the City informed of the progress of the Work.

The purpose of the Engineer's site visit will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to the Engineer, and to provide the City a greater degree of confidence that the completed Work will conform to the Contract Documents. The Engineer shall not, during the visit or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Pre-Construction Conference. The Engineer will attend one Pre-Construction Conference prior to commencement of work at the City public works office that will be led by the City.

Recommendations with Respect to Defective Work. The Engineer will recommend to the City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the Engineer believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. The Engineer will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City.

Shop Drawings and Samples. The Engineer will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. The Engineer may require special inspections or tests of Contractor's work as the Engineer deems appropriate, and may receive and review certificates of inspections within the Engineer's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Engineer shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between the City and Contractor. The Engineer will, if requested by the City, render written decision on all claims of the City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, the Engineer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Substantial Completion. The Engineer will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the City, the Engineer considers the Work substantially complete; the Engineer will notify the City and Contractor.

Final Notice of Acceptability of the Work. The Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Engineer shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Engineer's knowledge, information, and belief based on the extent of its services and based upon information provided to the Engineer upon which it is entitled to rely.

Record Drawings and Project Documentation. The Engineer will compile construction records provided by the contractor during construction, shop drawings, and the Engineer records.

Limitation of Responsibilities. The Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Engineer shall not have the authority or responsibility to stop the work of any Contractor.

D. PROJECT SUPPORT (Hourly, Not To Exceed Written Authorization from the City Required)

12. PUBLIC MEETINGS
    Kimley-Horn will public meetings as required and directed by the City.

13. PHOTOREALISTICTIC RENDERINGS
    Kimley-Horn will develop a photorealistic 3D digital illustrative model inclusive of the pump station, generator and controls platform, access drive, and odor control unit. This model will highlight key components and views to express the proposed design in 3-Dimensional form. Kimley-Horn will submit up to four (4) static perspective views for the pump station of the 3D model in PDF format and provide up to one round of revisions.
    Deliverable: Four (4) 3D static perspective views in PDF format

14. ADDITIOANL DESIGN SERVICES (INCLUDING VALUE ENGINEERING)
    Kimley-Horn will provide additional design services as requested and authorized by the City. These services include but are not limited to additional design review meetings, additional design package deliverables, additional site visits, and value engineering.

Information Provided by the City of Treasure Island

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Copies of all available information pertinent to services for the project.
- Plan reviews.
- Signatures on required applications.
- Access to the property.
- Topographic survey (previously completed)
- Geotechnical reports and analysis (previously completed)

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services outlined above for the associated fee below. Individual task amounts are based on the attached manhour estimate breakdown requested by the Client and are informational only.

GENERAL & MASTER PUMP STATION REPLACEMENT PROJECT (Lump Sum)

Kimley-Horn will perform the services in Tasks 1 – 10 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Total Lump Sum Labor Fee **$ 254,078.00**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CONSTRUCTION ADMINISTRATION SERVICES (Hourly, Not to Exceed)

Kimley-Horn will perform the services in Task 11 on a labor fee plus expense basis with the maximum labor fee shown below.

Hourly, Not to Exceed **$ 71,612.00**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

PROJECT SUPPORT (Hourly, Not to Exceed, Written Authorization Required)

Kimley-Horn will perform the services in Tasks 12 - 14 on a labor fee plus expense basis with the maximum labor fee shown below.

Task Number & Name		Fee	Type
12	Public Meetings	$5,360.00	Hourly, Not-to-Exceed
13	Photorealistic Renderings	$7,040.00	Hourly, Not-to-Exceed
14	Additional Design Services (Including Value Engineering)	$28,920.00	Hourly, Not-to-Exceed
	Total	$41,320.00	

Kimley-Horn will not perform work until written authorization is provided by Client. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to ***the City of Treasure Island.***

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: _____

Printed Name: Shelby N. Hughes, PE

Title: Associates

THE CITY OF TREASURE ISLAND.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

_____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner	

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
(d) Arrange for access to the site and other property as required for the Consultant to provide its services.
(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
(g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:
(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**
(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits,

the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: TI Master Pump Station Replacement
Project Number:
Date Prepared: 6/20/2025
Estimated By: Kyle Matheny, P.E.

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)									Misc. Direct Expense ($)
		Senior Prof. 1 286	Senior PM 301	PM 212	Prof. 2 160	Prof. 1 145	Analyst 3 131	Analyst 2 123	Admin Assistant 101	KHA Labor Total	
A	**General (Lump Sum)**										
	Project Management		12	36		12		36	36		$0
	Survey Support/Coordination			10				20			
	Project Kickoff/Site Visit			8		8		8			
	Subtotal (Hours)	0	12	54	0	20	0	64	36		$0
	Task Total (Dollars)	$0	$3,612	$11,448	$0	$2,900	$0	$7,872	$3,636	**$29,468**	**$0**
B	**Master Pump Station Replacement (Lump Sum)**										
	30% Plans and OPC		8	240		100		240			
	30% Review Meeting w/ City			8				8			
	Hydraulic Model Updates		8	20				40			
	100% Plans (Including Structural and Electrical) and OPC		4	100		100		240			
	100% Specifications		4	20		40		120			
	100% Design Review Meeting w/City										
	Permitting		2	20				40			$500
	Construction Procurement Assistance		4	20				40			
	Subtotal (Hours)	0	30	428	0	240	0	728	0		$500
	Task Total (Dollars)	$0	$9,030	$90,736	$0	$34,800	$0	$89,544	$0	**$224,110**	**$500**
C	**Construction Adminstration Services (Hourly, Not to Exceed)**										
	Construction Phase Services		12	150		80		200			
	Subtotal (Hours)	0	12	150	0	80	0	200	0		$0
	Task Total (Dollars)	$0	$3,612	$31,800	$0	$11,600	$0	$24,600	$0	**$71,612**	**$0**
D	**Project Support (Hourly, Not to Exceed)**										
	Photorealistic Renderings			10				40			$0
	Public Meetings			16				16			
	Additioanl Design Services (Including Value Engineering)			50		50		90			
	Subtotal (Hours)	0	0	76	0	50	0	146	0		$0
	Task Total (Dollars)	$0	$0	$16,112	$0	$7,250	$0	$17,958	$0	**$41,320**	**$0**
	Project Total (Hours)	0	54	708	0	390	0	1138	36	$366,510	$500
	Project Total (Dollars)		**$16,254**	**$150,096**	**$0**	**$56,550**	**$0**	**$139,974**	**$3,636**	**$367,010**	

AGENDA ITEM NO. G.3

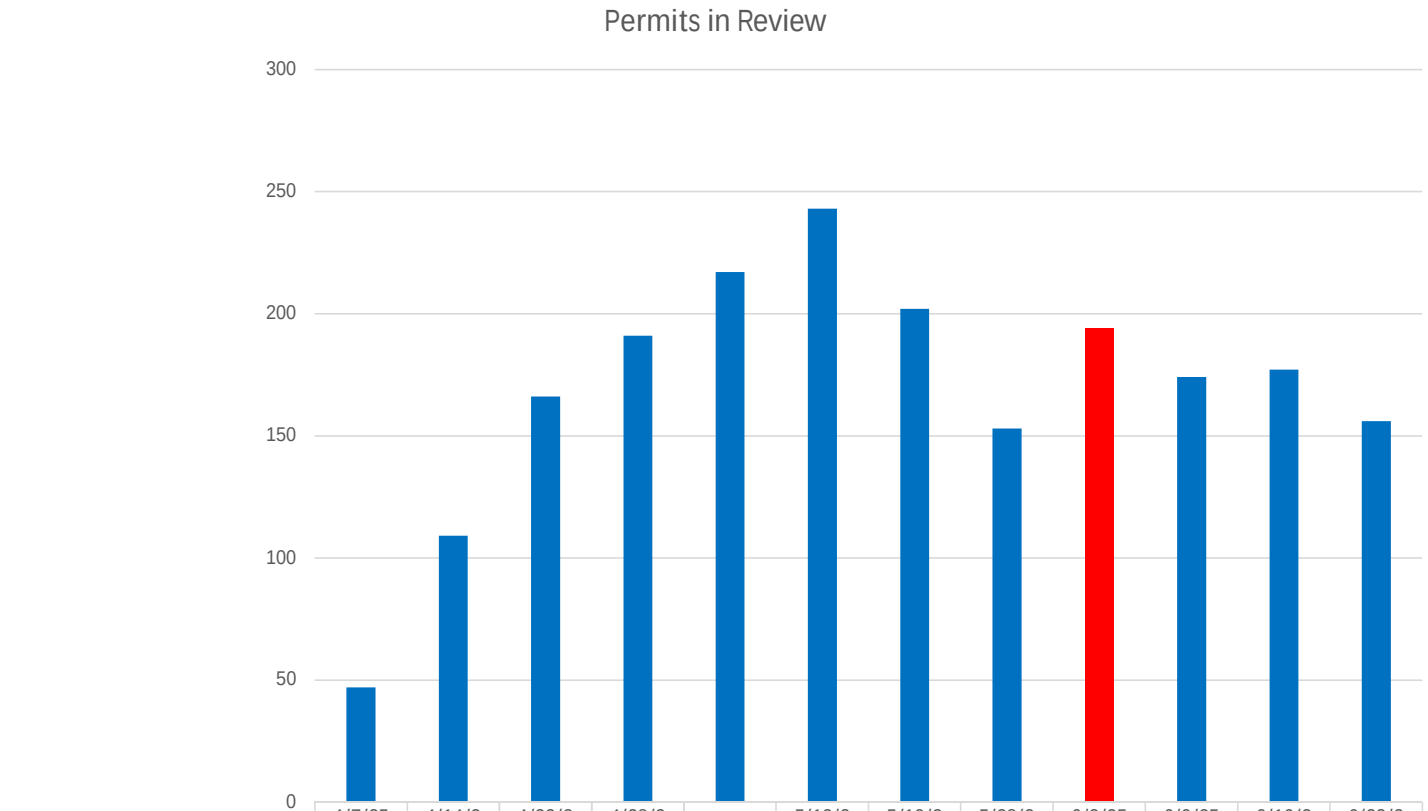
Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

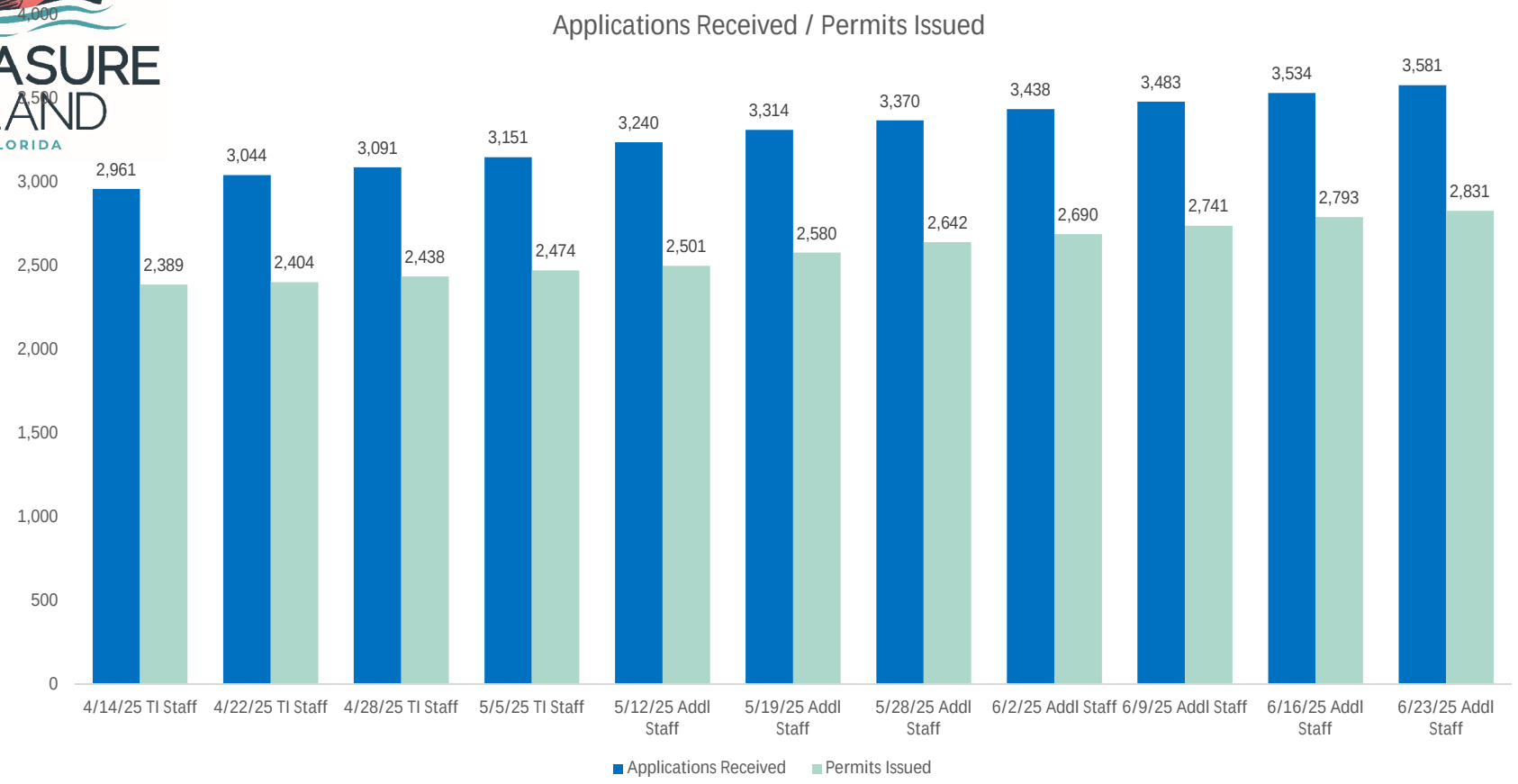
DATE:	July 1, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Finance
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Permit Review
BACKGROUND:	At the May 6, 2025, Regular Meeting the Board approved continued funding for additional permitting staff to assist processing the high volume of permits. Interim Finance Director Mike Howard offered to provide regular updates on the number of permits the City was processing.
POLICY/PURPOSE:	To review the current status and volume of permits.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	The item is for informational purposes only.
FUNDING:	There is no funding associated with the item.
MOTION:	No action is required.

ATTACHMENTS:
Permit Update 6-24-2025.pptx

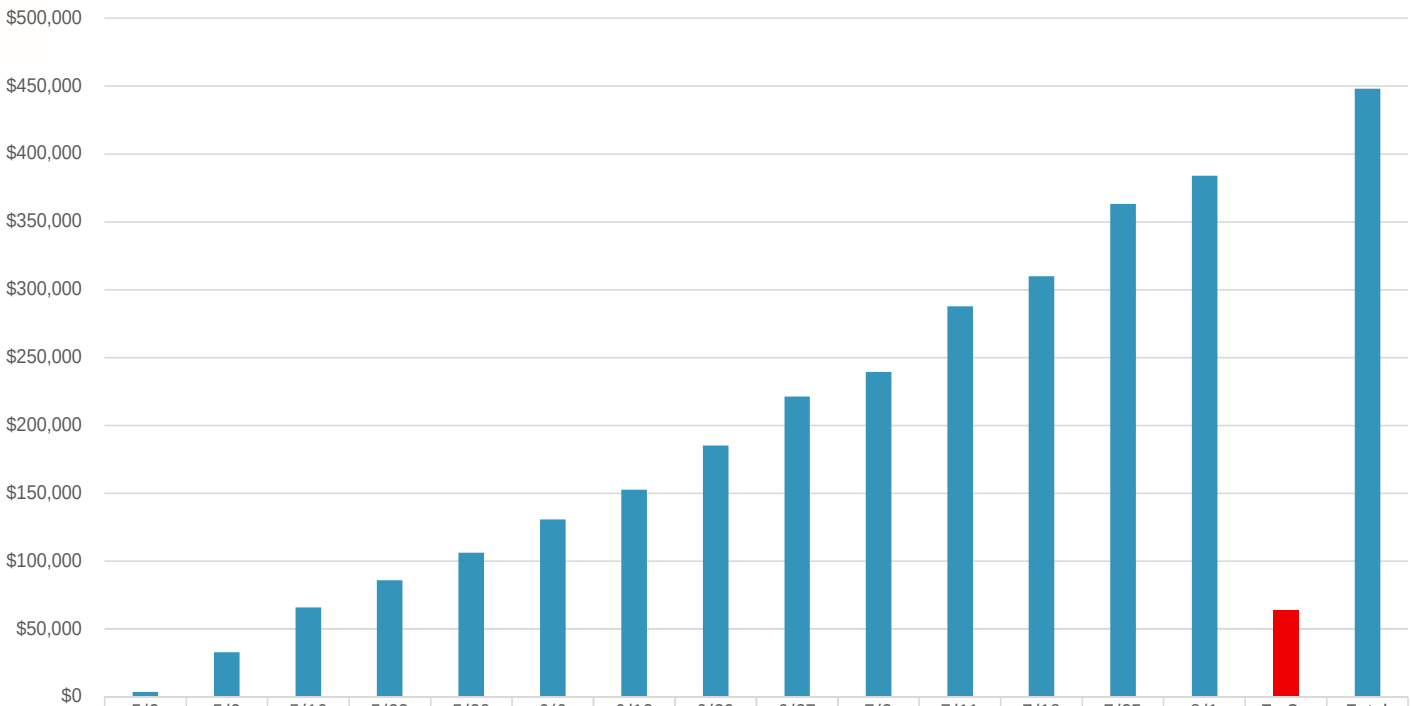
Permit Update – Permits in Review (the bottleneck)



Number of Applications Received and Permits Issued



Permit Refunds



	5/2	5/9	5/16	5/23	5/30	6/6	6/13	6/20	6/27	7/3	7/11	7/18	7/25	8/1	To Go	Total
$'s	$3,787	$32,974	$66,005	$85,949	$106,224	$130,612	$152,559	$185,283	$221,214	$239,320	$287,803	$309,829	$363,119	$383,752	$64,119	$447,871

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 1, 2025
SUBMITTED BY:	Gary Volenec, Public Works
ITEM TYPE:	Donations
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Motion to Accept Donation from Red Mountain Builders LLC to assist the City with Solid Waste collection over the July 4th weekend
BACKGROUND:	Red Mountain Builders LLC is a demolition/excavation company owned by a local family that would like to donate the use of a 20-yard dumpster to the City of Treasure Island for the Fourth of July weekend to give back to the community and assist in keeping the beach clean.
POLICY/PURPOSE:	City Commission rules require all donations to the City be formally accepted by the Commission.
STRATEGIC PLAN RELEVANCE:	These changes will support the following city goals: Community Goal 1: Promote a Socially Connected Community through the Implementation of the Master Park Plan Objective 2: Promote Treasure Bay as a flagship waterfront recreation facility Financial and Economic Development Goal 3: Obtain Awards and Recognition for The Beach Objective 1: Identify opportunities to garner recognition to further the promotion of the beach
ANALYSIS/DISCUSSION:	Red Mountain Builders LLC is a demolition/excavation locally owned company that is fully licensed and insured. The family contacted Public Works and expressed the offer to donate the use of a 20-yard dumpster to the City of Treasure Island for the

	Fourth of July weekend. The owners expressed that they would like to give back to the community and assist in keeping the beach clean. They will drop off and pick up the dumpster as directed by Public Works and will pay all disposal fees.
FUNDING:	This offer is a donation and there are not funding impacts associated with it.
MOTION:	I move to accept the donation from Red Mountain Builders LLC to assist the City over the July 4th weekend by furnishing the use and collection of a 20-yard dumpster to help keep the beach clean.

ATTACHMENTS:

AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 1, 2025

SUBMITTED BY: Bobbie Shay Lee, Community Development

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: 1st Reading of Ordinance 2025-08 Amending Chapter 65 Impact Fees.

BACKGROUND:

The 1985 Growth Management Act established the term "concurrency" in Florida Statutes. The concept was that each new development was responsible to contribute to the infrastructure system (roads, potable water, drainage, sewer, etc.) relative to the incremental impact the development had on each system. During the mid-1980's, Pinellas County and all of the municipalities in the County approved a Transportation Impact Fee Ordinance to require new developments to pay a fee according to a specific formula for the increased traffic from development on only the roadway system. In practice, transportation concurrency forced developers to chase road capacity and this capacity was much more likely to be found in non-urban areas. This sprawling development pattern limited the development of truly multi-modal transportation systems.

In the 2010s, the Florida Legislature deleted references to "transportation concurrency" and replaced it with "mobility." Mobility looks at transportation from a broader perspective than "transportation concurrency," because mobility also includes roadways, sidewalks, bike paths, and other transit systems. Pinellas County staff held a number of meetings with staff members from the individual cities to coordinate this transition. As a result, in 2016, Pinellas County adopted a Mobility Fee Ordinance, which replaced the Pinellas County Transportation Impact Fee.

The City amended the Treasure Island Comprehensive Plan in

2023/2024 to enable multimodal fees, this is the updated Land Development Regulation for Treasure Island to comply with 1) Florida Statutes and 2) The Comprehensive Plan and (3) Pinellas County's March 29, 2016 Mobility Ordinance.

Forward Pinellas is now in the process of updating the multimodal fee ordinance for Pinellas County and conducting the required studies. More information may be found here and in the attached presentation: Multimodal Impact Fee Ordinance Update - Forward Pinellas

POLICY/PURPOSE:

The purpose of the proposed amendments to Chapters 65 is to allow the City to maintain and update the Land Development Regulation implementation framework for the establishment of a multimodal mobility management system for managing the transportation impacts of development projects. The City of Treasure Island Land Development Regulations refer to Chapter 150 of the Pinellas County Land Development Code. On March 29, 2016, Pinellas County adopted a county-wide multimodel impact fee ordinance, affecting Chapter 150 of the Pinellas County Code of Ordinances. Consequently, the City of Treasure Island Land Development Regulations must be amended to attain compliance and consistency with Pinellas County's 2016 Ordinance.

STRATEGIC PLAN RELEVANCE:

Financial and Economic Development Road Map

Objective 2: Implement the Economic Development Vision
Bold Action1: 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
Objective 3: Enhance City-wide connectivity to create an improved environment for bikes and pedestrians
Bold Action 1: Identify connectivity gaps and grant opportunities
Bold Action 2: Pursue funding opportunities for multi-modal infrastructure improvements

Environmental Sustainability Road Map
Objective 4: Encourage the use of alternative transportation.

ANALYSIS/DISCUSSION:

City of Treasure Island had previously adopted a Transportation Impact Fee. In 2010 the state legislature changed transportation fees to a mobility fee. Multimodal fees are allowed to be used for roadways, sidewalks, bike paths and other transit systems. The Comprehensive Plan that was

adopted in 2024 included a provision for multimodal impact fees. Now that the Comprehensive Plan has been adopted the Land Development Regulations are being brought forward to bring them into compliance.

The existing “Fees” chapter has been updated to reflect the multimodal impact fees required by Pinellas County and is renamed “Impact Fees”. Forward Pinellas, at the request of Pinellas County, is working to update their existing ordinance. This updated ordinance aims to better accommodate the ongoing growth and redevelopment in Pinellas County, ensuring that the multimodal infrastructure can continue to meet the needs of residents and businesses alike. This updated multimodal impact fee will apply to all municipalities and unincorporated lands in Pinellas County, including Treasure Island.

Section 163.3180 of the Florida Statutes encourages local governments to:
(1) develop tools and techniques including
(a) adoption of long-term strategies to facilitate development patterns that support multi-modal solutions, including urban design, and appropriate land use mixes, including intensity and density,
(b) adoption of an area-wide level of service not dependent on any single road segment function, and
(c) establishing multi-modal level of service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide adequate level of mobility; and
(2) adopt an alternative mobility funding system that uses one or more of the foregoing tools and techniques.

The proposed revisions to the Land Development Code are in compliance with 1) the revisions to the Pinellas County Comprehensive Plan, 2) the Treasure Island Comprehensive Plan, and 3) and Florida Statutes.
After the second reading of the Ordinance the Commission will be asked to grant permission to the City Manager to sign an interlocal multimodal fee agreement with the County.

FUNDING: N/A

MOTION:

I move to approve Ordinance 2025-08 amending Chapter 65 to adopt multimodal impact fees and to move the item to 2nd reading and public hearing on June 15, 2025.

ATTACHMENTS:
2025 0613 KH Impact Fee_Memo.pdf
MIFO ILA Presentation_Treasure Island_LPA Meeting_06.19.25.pdf
LPA RES 2025-02.pdf
Ord 2025-08 Multimodal Fee Ordinance.pdf
Business Impact Ord 2025-08.pdf

Kimley»Horn

May 8, 2025

City Commission
City Hall
10451 Gulf Blvd.
Treasure Island, FL 33706

RE: *Impact Fees - Pinellas County*

What are Impact Fees?

Impact fees are a tool used by local government to manage the cost associated with new development. They are a one-time fee assessed to new construction, both residential and commercial, to cover the cost of increased infrastructure and service needed due to the new construction.

The principle behind impact fees is that while development offers numerous advantages, it also imposes additional demands on infrastructure. New developments increase the population, leading to more traffic on roads and transportation systems, and heightening the need for parks, recreational facilities, libraries, law enforcement, fire and emergency medical services, schools, and other public buildings. To meet this growing demand for facilities, further capital investment is necessary. Impact fees are used for capital expenses only, not operating or maintenance costs.

What is a Multimodal Impact Fee Ordinance?

A multimodal impact fee ordinance is designed to address the effects of new development on transportation networks specifically. These fees are levied on developers to help cover the additional costs associated with expanding infrastructure. This approach ensures that the financial responsibility for enhancing public services does not fall solely on existing residents and businesses. Consequently, the community can continue to grow sustainably without compromising the quality of life.

Multimodal Impact Fees in Pinellas County

As a redeveloping county, Pinellas County has experienced growth and redevelopment that far exceeds previous population and employment projections, placing significant strain on our existing infrastructure. Additionally, the current ordinance has not kept pace with the increased demand for multimodal infrastructure from new developments, nor has it adjusted for recent inflationary pressures. To address these challenges, Forward Pinellas, in collaboration with Pinellas County, the City of St. Petersburg, the City of Clearwater, and the City of Largo, is working to update the existing ordinance. This updated ordinance aims to better accommodate the ongoing growth and redevelopment in Pinellas County, ensuring that the multimodal infrastructure can continue to meet the needs of residents and businesses alike. This multimodal impact fee will apply to all municipalities and unincorporated lands in Pinellas County.

More information relating to the Multimodal impact fee implementation and process can be found here: https://forwardpinellas.org/projects/multimodal-impact-fee-ordinance/

Please do not hesitate to contact me should you require any additional information related to the implementation of impact fees.

Sincerely,



B. Kelley Klepper, AICP
Agent/Vice-President



Brooke Fleming, AICP
Planner

FORWARD PINELLAS
Integrating Land Use & Transportation

Interlocal Agreement with Pinellas County for Multimodal Impact Fee Coordination

City of Treasure Island Local Planning Agency Board Meeting

June 19, 2025

Overview

1. Background and Purpose of the Interlocal Agreement
   - Statutory requirements of CS/HB 479, as contained within F.S. § 163.3180
2. Overview of the Pinellas County Multimodal Impact Fee Ordinance
   - History
   - Fee payment and collection
   - Fee districts
   - Expenditure of the fee
3. Next Steps

Background and Purpose

- In July 2024, Pinellas County designated responsibility to Forward Pinellas to manage the update to the countywide Multimodal Impact Fee Ordinance (MIFO), as contained within Chapter 150, Article II of the Pinellas County Land Development Code.
- A primary objective of the update is to bring the MIFO into compliance with recent statutory changes to the State's concurrency requirements (Section 163.3180, Fla. Stat.), as enacted by CS/HB 479 in 2024.
- One of the new statutory requirements is that, where a county and municipality charge a mobility impact fee, they must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation impacts to ensure any new development or redevelopment is not charged twice for the same impacts.

New Statutory Requirements, as provided in F.S. § 163.3180(5)(j)

1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts**, the county and municipality must create and execute an interlocal agreement** to coordinate the mitigation of their respective transportation capacity impacts.

New Statutory Requirements, as provided in F.S. § 163.3180(5)(j), continued

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

New Statutory Requirements, as provided in F.S. § 163.3180(5)(j), continued

3. **By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:**
    a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.
    b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub-subparagraph a.
    c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

Background and Purpose

- In Pinellas County, **all 25 local governments follow the process provided in Chapter 150, Article II** to assure new development/ redevelopment bears a proportionate share of the cost necessary to manage transportation impacts and meet mobility needs through the collection and expenditure of multimodal impact fees.
- The MIFO already addresses the requirements provided in F.S. § 163.3180(5)(j)2, but the County Attorney's Office (CAO) determined an interlocal agreement is necessary to ensure compliance with state law.
- **Therefore, the interlocal agreement simply memorializes the existing process the County and its 24 municipalities follow to mitigate their respective transportation impacts, as provided by the Multimodal Impact Fee Ordinance. <u>It does not make any changes to how the County or municipalities collect or spend the fee.</u>**

History of the Pinellas County MIFO

- **1986:** Pinellas County adopted a system for collecting transportation impact fees, pursuant to State concurrency requirements.
- **2011:** The Community Planning Act removed State requirements for local government transportation concurrency management systems.
- **2013:** The Pinellas County Metropolitan Planning Organization (MPO), now known as Forward Pinellas, approved the Pinellas County Mobility Plan, which detailed **a more flexible and efficient alternative to the traditional form of transportation concurrency management** and included the assessment of multimodal impact fees as a central element to its implementation.
- **2016: The Board of County Commissioners adopted the existing Multimodal Impact Fee Ordinance** to implement the Pinellas County Mobility Plan and **provide local governments with the means to mitigate transportation capacity impacts and fund multimodal improvements** through the collection of impact fees.

Overview of the Pinellas County Multimodal Impact Fee Ordinance (Chapter 150, Article II, Pinellas County LDC)

Who pays the fee?

- Developers/property owners who are seeking a permit for any land development activity which will generate additional traffic, including a change of use or expansion.
  - Any alteration, expansion, replacement, or new construction where no additional vehicular trips will be produced does not pay the fee. The construction of publicly-owned facilities for traditional government use are also exempt from fee payment. (Section 150-45, Pinellas County LDC)

Who collects the fee?

- The municipality, as part of its normal building and permitting processes.
- No building permit, certificate of occupancy, local business tax receipt, land use permit, or municipal equivalent can be issued until the fee is paid. (Sec. 150-39)

Overview of the Pinellas County Multimodal Impact Fee Ordinance (Chapter 150, Article II, Pinellas County LDC)

How is the fee calculated?

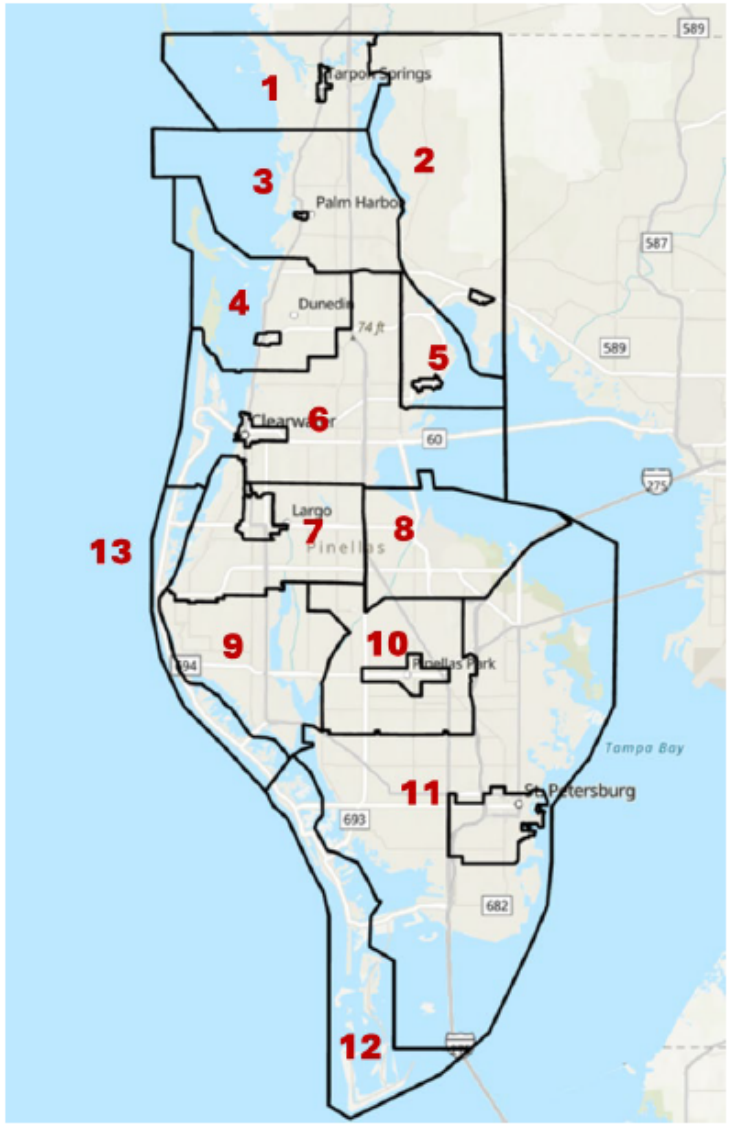
- Based on the formula and fee schedules contained within Section 150-40.
  - Considers the proposed land uses, the size of the development, the trip rate and average trip length associated with those uses, cost to construct one-lane mile of roadway, and other factors.
- For a **change of use or redevelopment**, the impact fee is based on the **net increase** for the new use compared to the impact fee for the highest previous use.
- The feepayer may opt to have the fee calculated based on an independent fee calculation study.
- **The city administrator or designee has full discretion for approval of alternative methods for calculation** of impact fees on a case-by-case basis. They may also accept **the construction of a mobility improvement in-lieu of payment** for all or part of the required impact fee. (Sec. 150-41)

Overview of the Pinellas County Multimodal Impact Fee Ordinance (Chapter 150, Article II, Pinellas County LDC)

What happens to multimodal impact fees once they are collected?

- The municipality holds the fees collected until the end of the fiscal year.
- At the beginning of the new fiscal year, **the municipality keeps one-half of all fees collected** in the previous year, plus 4% for administrative costs.
- The remaining one-half, plus interest accrued, gets transferred to the County.
- The County deposits the funds received from each municipality into the trust account associated with **the fee district** in which the municipality is a part of. (Section 150-43, Pinellas County LDC)

Fee Districts



1. Tarpon Springs
2. East Lake Tarpon / Oldsmar
3. Palm Harbor
4. Dunedin
5. Safety Harbor
6. Clearwater
7. Largo
8. Highpoint
9. Seminole
10. Pinellas Park
11. St. Petersburg
12. South County Beaches
13. Mid County Beaches

FORWARD PINELLAS
Integrating Land Use & Transportation

Overview of the Pinellas County Multimodal Impact Fee Ordinance (Chapter 150, Article II, Pinellas County LDC)

Where can the funds collected from multimodal impact fees be spent?

- **For the municipality's share:** Anywhere within the municipality
- **For the County's share:** Anywhere within the fee district, including portions of the state road network within the district
  - Funds can only be used outside of the fee district in which they were collected with approval from all local governments in the fee district. (Sec. 150-43)

If a municipality identifies a mobility improvement project that will improve capacity for the overall transportation system, the City can ask the County to contribute a portion of the County's impact fee funds to that project.

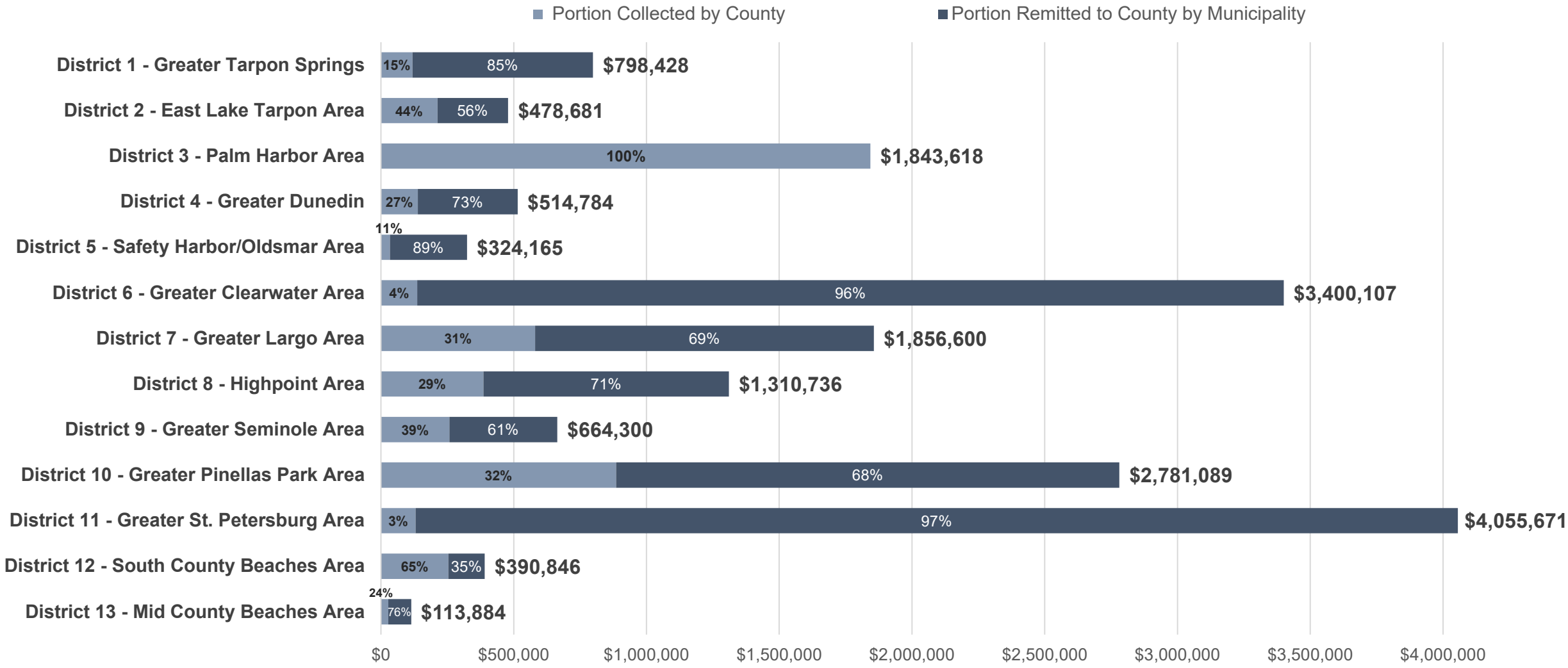
Overview of the Pinellas County Multimodal Impact Fee Ordinance (Chapter 150, Article II, Pinellas County LDC)

What can the funds collected from multimodal impact fees be spent on?

- To fund **transportation plans and projects** that will "**improve the capacity of the surrounding mobility system**" for any mode of travel. For example, funds can be spent on:
  - Bicycle and pedestrian facilities, public transportation infrastructure, roadway expansion or modification, or technologies that help optimize traffic flow (ATMS/ITS).
  - The preparation of local transportation plans to determine mobility improvement projects, as long as the plan identifies at least one project to be included in the Capital Improvement Program (CIP) within 3 years of the plan's completion.
- Cannot be used for periodic maintenance or operating costs. (Section 150-43)

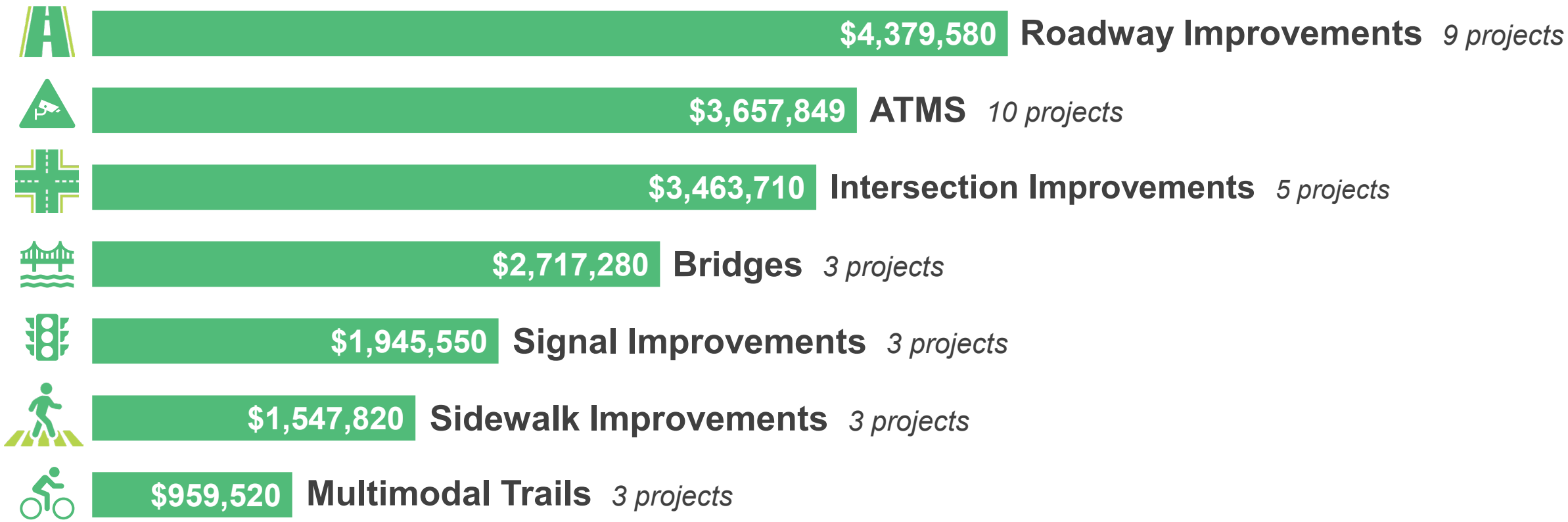
Total Multimodal Impact Fee (MMIF) Revenues by District

The County collected a total of $18,532,909 in MMIF revenues from FY16 – FY24.



County MMIF Revenue Expenditures, FY18 – FY25

The County expended a total of $18,671,309 in MMIF revenues across 36 projects from FY18 to FY 25.



Multimodal Impact Fee Revenue Expenditures in District 12: South County Beaches

District 12 includes the cities of St. Pete Beach and Treasure Island, as well as portions of Unincorporated County (Tierra Verde).

- From FY16 – FY24, **the County collected $390,846** in MMIF revenues in District 12 (2.1% of total across districts).
  - Of the $390,846, $254,329 was collected from development in Unincorporated County (65%) and $136,517 (35%) was remitted to the County by the cities, pursuant to Section 150-43, Pinellas County LDC .
- From FY 18 – FY25, **the County expended $336,200** in MMIF revenues to close funding gaps for the following projects in District 12:

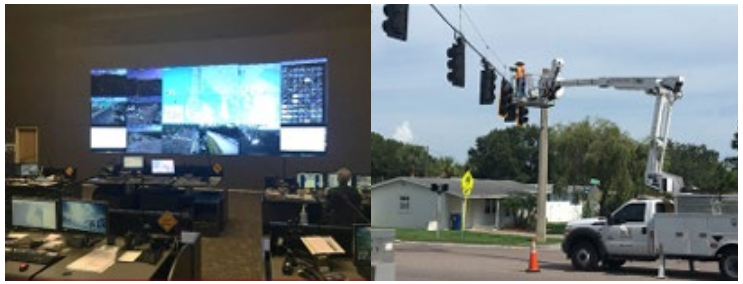
Madonna Blvd Bridge Replacement

Tierra Verde



Gulf Blvd ATMS

Signal timing, video analytics, and message signs to improve traffic flow, safety, and disseminate information to drivers



Summary

- **The purpose of the Interlocal Agreement for Multimodal Impact Fee Coordination is to comply with statutory requirements** enacted by CS/HB 479 to ensure new development/redevelopment is not charged twice for the same transportation impacts.
- Pinellas County and its municipalities currently follow the procedures established by the Multimodal Impact Fee Ordinance for the imposition, collection, and expenditure of impact fees.
- **The interlocal agreement does not make any changes to the existing system for collecting and expending multimodal impact fee revenues.** The fees would still be collected by the City, shared with the County, and spent within the fee district where they are collected to fund transportation improvements.

Paths Forward

**None of these options interfere with the City's ability to adopt its own mobility impact fee program or the County's update to the Multimodal Impact Fee Ordinance.*

Approve the ILA As-Is	Continue the existing system for collecting and expending multimodal impact fees.	No adjustments to how the fee is calculated, shared, or spent.
Don't approve today, work on a revised agreement before October 1	Need to begin discussions to amend the terms of the ILA with the County Attorney's Office as soon as possible.	May need to establish new administrative procedures to reflect the revised terms of the agreement.
No ILA with Pinellas County by October 1, 2025	Procedures for fee collection, and revenue distribution default to statutory guidelines contained in F.S. § 163.3180(5)(j)3.	Additional legal review needed to determine how the City can charge a multimodal impact fee in the absence of a local ordinance.



FORWARD PINELLAS
Integrating Land Use & Transportation

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Division Manager

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Principal Planner

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LOCAL PLANNING AGENCY
RESOLUTION NO. 2025-02

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 65 "FEE" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY CHANGING THE TITLE FROM "FEES" TO "IMPACT FEES", AMENDING SECTION 65-1, AMENDING AND RENAMING SECTION 65-2 FROM "TRANSPORTATION IMPACT FEE" TO "MULTIMODAL IMPACT FEE" 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 June 19, 2025, 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 June 19, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2025-01 amending Chapter 68, Zoning Regulations and has considered the information received at said public hearing; and

WHEREAS, on June 19, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-08 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 2025-08, with the recommendation to approve said amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 19th Day of June 2025.

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair
Local Planning Agency

06-19-2025
Date

ORDINANCE 2025-08

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, RELATING TO IMPACT FEES; CHANGING THE TITLE FROM "FEES" TO "IMPACT FEES", AMENDING SECTION 65-1, AMENDING AND RENAMING SECTION 65-2 FROM "TRANSPORTATION IMPACT FEE" TO "MULTIMODAL IMPACT FEE"; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Treasure Island, FL has previously adopted a Transportation Impact Fee; and

WHEREAS, in 2010, the State of Florida legislature changed "transportation" impact fees to "mobility" fees, which may be used for roadways, sidewalks, bike paths, and other transit systems; and

WHEREAS, on March 29, 2016, Pinellas County adopted a county-wide multi-model impact fee ordinance, which replaced the Pinellas County Transportation Impact Fee; and

WHEREAS, the City of Treasure Island must amend its Comprehensive Plan and Land Development Regulations to comply with Florida Statutes and Pinellas County's Mobility Ordinance; and

WHEREAS, a multimodal impact fee ordinance is designed to address the effects of new development on transportation networks specifically; and

WHEREAS, the City Commission for the City of Treasure Island, Florida has determined that it is in the best interest of the citizens of the City to provide for multimodal impact fees for development within the City; and

WHEREAS, the City Commission therefore wishes to amend Chapter 65 of the Code of Ordinances of the City relating to impact fees.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF TREASURE ISLAND:

Section 1. The recitals set forth above are true and correct and adopted herein by reference as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

Section 2. Chapter 65 of the Code of Ordinances of the City of Treasure Island, Florida, relating to fees, is hereby amended and shall read as follows:

Chapter 65. – IMPACT FEES

Sec. 65-1. Generally.

Any applicant for a development permit or use or change of use permit, ~~including comprehensive plan amendments,~~ shall at the time of application, submit such fees ~~as may be~~ prescribed by the city commission ~~by resolution~~ in appendix A, and complete such application forms as prescribed by the city manager.

Sec. 65-2. Multimodal ~~Transportation~~ impact fee.

The countywide multimodal ~~transportation~~ impact fee ordinance is hereby declared applicable to all development within the city.

(1) The Multimodal impact fee revenue shall be utilized to fund multimodal improvements consistent with the City of Treasure Island Comprehensive Plan.

(2) The Multimodal impact fee will be charged against new development or redevelopment which partially or wholly covers the cost of providing mobility improvements to off-set development impacts.

(3) The multimodal Impact fee shall be collected in the amount adopted through the Multimodal Impact Fee Schedule in Chapter 150 , Impact Fees, of the Pinellas County Land Development Code.

(~~1~~4) In the case of a new structure or expansion of an existing structure, the applicable multimodal ~~transportation~~ impact fee shall be payable in full prior to issuance of a certificate of occupancy or statement of zoning compliance for said structure or structural expansion. Expansions to existing residential structures, where the fee is paid on a per-unit basis, shall not be subject to additional fee payments.

(~~2~~5) In the case of a change of use or modification of an existing use in an existing structure or portion thereof, where the~~ applicable fee for the proposed use and floor area involved is higher than that for the existing use and floor area involved, the difference between the two fees shall be payable in full prior to the issuance of a statement of zoning compliance or occupational license, whichever applies to the proposed use.~~ impact fee shall be based upon the net increase in the impact fee for the new use as compared to the impact fee for the highest previous use in existence on or after the effective date of the ordinance from which this section derives. The city manager or its designee, shall be guided in the determination by *Chapter 150, Multimodal Impact Fees of the Pinellas County Land Development Code*, as amended or the Institute of Transportation Engineers' Trip Generation Manual.

(6) No certificate of occupancy, use or change of use permit, or local business tax for any activity requiring payment of an impact fee pursuant to Sec. 150-40 *of*

the Pinellas County Land Development Code shall be issued until the required multimodal impact fee has been paid.

(7) Any person who has submitted a complete site plan application or completed building permit application in accordance with local land development codes prior to the effective date of this amendatory ordinance will be subject to the terms of the ordinance that was in effect at the time the site plan or building permit application was submitted.

Section 3. All ordinances in conflict herewith are repealed to the extent necessary to give this ordinance full force and effect.

Section 4. Should any section, paragraph, clause, sentence, item, word or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part hereof, not so declared to be invalid.

Section 5. It is the intent of the City Commission that the provisions of this Ordinance shall become codified and made a part of the Code of Ordinances of the City of Treasure Island, Florida, and the sections cited in this Ordinance may be renumbered, reformatted or re-lettered to accomplish such intention.

Section 6. This Ordinance shall become effective immediately upon its passage.

FIRST READING and PUBLIC HEARING on the ____ day of _____, 2025.

SECOND READING and PUBLIC HEARING on the ____ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2025.

CITY OF TREASURE ISLAND, FLORIDA

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

Approved as to Form:

_____
Anthony Sabatini, City Attorney

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:

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, RELATING TO IMPACT FEES; CHANGING THE TITLE FROM "FEES" TO "IMPACT FEES", AMENDING SECTION 65-1, AMENDING AND RENAMING SECTION 65-2 FROM "TRANSPORTATION IMPACT FEE" TO "MULTIMODAL IMPACT FEE"; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, 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).

N/A

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. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):

The purpose of the proposed amendments to Chapters 65 is to allow the City to maintain and update the Land Development Regulation implementation framework for the establishment of a multi-modal mobility management system for managing the

transportation impacts of development projects. The City of Treasure Island Land Development Regulations refer to Chapter 150 of the Pinellas County Land Development Code. On March 29, 2016, Pinellas County adopted a county-wide multi-model impact fee ordinance, affecting Chapter 150 of the Pinellas County Code of Ordinances. Consequently, the City of Treasure Island Land Development Regulations must be amended to attain compliance and consistency with Pinellas County's 2016 Ordinance.

The 1985 Growth Management Act established the term "concurrency" in Florida Statutes. The concept was that each new development was responsible to contribute to the infrastructure system (roads, potable water, drainage, sewer, etc.) relative to the incremental impact the development had on each system. During the mid-1980's, Pinellas County and all of the municipalities in the County approved a Transportation Impact Fee Ordinance to require new developments to pay a fee according to a specific formula for the increased traffic from development on only the roadway system. In practice, transportation concurrency forced developers to chase road capacity and this capacity was much more likely to be found in non-urban areas. This sprawling development pattern limited the development of truly multi-modal transportation systems.

In the 2010s, the Florida Legislature deleted references to "transportation concurrency" and replaced it with "mobility." Mobility looks at transportation from a broader perspective than "transportation concurrency," because mobility also includes roadways, sidewalks, bike paths, and other transit systems. Pinellas County staff held a number of meetings with staff members from the individual cities to coordinate this transition. As a result,in 2016, Pinellas County adopted a Mobility Fee Ordinance, which replaced the Pinellas County Transportation Impact Fee.

The City amended the Treasure Island Comprehensive Plan in 2023/2024 to include Mobility Fees and this is the updated Land Development Regulation for Treasure Island to comply with 1) Florida Statutes and 2) The Comprehensive Plan and (3) Pinellas County's March 29, 2016 Mobility Ordinance.

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;

The cost to businesses would be based on the specific business and its multimodal impact on the transportation system. A list of fees by use may be found in the Pinellas County Code, Chapter 150.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

Any new charge would be based on the impact, as noted above in #1. Any existing use would not be affected and the impact fee is to be charged based upon the difference between the existing use and the new use.

(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.

The regulatory costs would be the same as they are now, which involves the existing permit fee(s) for the review of any building permit.

(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):
Impacts are shown above.

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

All businesses in Treasure Island which would have the potential for impacts upon redevelopment of the subject property.

D. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*).

AGENDA ITEM NO. H.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 1, 2025

SUBMITTED BY: Mike Howard, Finance

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Ordinance 2025-09, Budget Amendment to Recognize the Sale of a Seized Truck by the Police to Parks and Recreation

BACKGROUND:

In May 2025 the Police took possession of seized property (a truck). At the same time, the City's Parks and Recreation Department had a need for a truck. In lieu of selling the truck, the Police and Parks & Recreation agreed to "sell" the truck for $28,409, a comparable value the Police would obtain on the open market, and less than what Parks & Recreation would spend on the open market.

POLICY/PURPOSE:

Section 3.12(a) of the City's Charter stipulates that any amendments to the city's annual budget be approved by ordinance.

STRATEGIC PLAN RELEVANCE:

This is a regulatory step related to a budget amendment.

ANALYSIS/DISCUSSION:

The use of these proceeds will be used for Police Education.

FUNDING:

This budget amendment aims to recognize proceeds to the Police from Parks & Recreation in the amount of $28,409, book the truck as an asset, and perform the necessary accounting entries to provide the Police with the ability to use the funds.

These monies will be booked to accounts:

- 138-358200 Sale of Seized Property Police
- 001-5720-64200 Parks & Recreation – Vehicles
- 138-5214-64200 Police Forfeiture
- 001-166901 Asset – Machinery and Equipment
- 001-5210-49800 Education

MOTION:

I move to approve Ordinance No. 2025-09 at this first public hearing and to schedule it for a second public hearing on the July 15, 2025 regular Commission meeting.

ATTACHMENTS:
ORDINANCE_2025-09 TRANSFER TRUCK FROM POLICE TO PARKS.docx
Budget Amendment 2025-09.xlsx

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2025 GENERAL FUND BUDGET TO RECOGNIZE THE SALE OF A SEIZED TRUCK BY THE POLICE TO PARKS AND RECREATION.

WHEREAS, pursuant to Ordinance 2025-09, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2025; and

WHEREAS, the City's Police Department took possession of a seized truck and sold the truck to Parks and Recreation for the amount of $28,409. The sale amount is comparable to the amount the Police Department would receive if sold to an outside party. As Parks and Recreation had need of a truck and was budgeted for, it was deemed the best use of the asset for the Police to "sell" the truck to Parks and Recreation.

WHEREAS, this ordinance is a budget amendment and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to recognize the revenue and appropriate a corresponding $28,409 in expenses to be used by the Police.

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

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. The budget for the City of Treasure Island, Florida for the fiscal year 2025, as adopted pursuant to Ordinance 2025-09 is hereby amended by adding $28,409 and corresponding expenses to be used by the Police.

SECTION 3. That allocation of said funds shall be as follows:

Fund		*Acct.*	*Name / Department*	*Descripton*	*Debit*	*Credit*
Record the Sale						
138	Revenue	358200	Sale of Seized Property Police	Sale of seized truck to Parks and Recreation		$28,409.00
001	Expense	64200	5720 - Parks & Recreation	Vehicles	$28,409.00	
Book the Asset						
138	Expense	64200	5214 - POLICE FORFEITURE	VEHICLES		$28,409.00
001	Asset	166901	Machinery & Equipment	VEHICLES	$28,409.00	
Clear 138 and apply credit to 5210 Police Expenses to give them availability to use funds						
138	Expense	64200	5214 - POLICE FORFEITURE	VEHICLES	$28,409.00	
001	Expense	49800	5210 - POLICE	EDUCATION		$28,409.00

SECTION 4. SEVERABILITY. It is declared to be the intent of the City Commission, that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the ____ day of _____, 2025.

SECOND READING and PUBLIC HEARING on the ____ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the _____ day of _____, 2025 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:

_____
Lisa-Marie Kennedy, City Clerk

BUDGET AMENDMENT

DATE: 2025-06-17

FY 2025

TO: William Barrs, Acting City Manager

Ord. # 2505-09

FROM: Victor Ortiz, Finance Director

SUBJECT: Transfer / "Sale" of Impounded Truck to Parks and Recreation

Fund		*Acct.*	*Name / Department*	*Descripton*	*Debit*	*Credit*
Record the Sale						
138	Revenue	358200	Sale of Seized Property Police	Sale of seized truck to Parks and Recreation		$28,409.00
001	Expense	64200	5720 - Parks & Recreation	Vehicles	$28,409.00	
Book the Asset						
138	Expense	64200	5214 - POLICE FORFEITURE	VEHICLES		$28,409.00
001	Asset	166901	Machinery & Equipment	VEHICLES	$28,409.00	
Clear 138 and apply credit to 5210 Police Expenses to give them availability to use funds						
138	Expense	64200	5214 - POLICE FORFEITURE	VEHICLES	$28,409.00	
001	Expense	49800	5210 - POLICE	EDUCATION		$28,409.00

EXPLANATION:

To recognize the "sale" of a seized truck from Police to Parks and Recreation and provide the police the capacity to use the proceeds.

		DATE
Finance Director:		
City Manager:		
Completed by Finance:		

AGENDA ITEM NO. H.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 1, 2025

SUBMITTED BY: Joan Goodrich, Administration

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Authorization to Submit EDA Grant Application for Treasure Island Economic Revitalization and Resiliency Plan

BACKGROUND:

The U.S. Economic Development Administration recently issued FY25 Disaster Supplemental Notice of Funding Opportunity (NOFO) to award investments in regions experiencing severe economic distress or other economic harm resulting from hurricanes, wildfires, tornadoes, floods, and other natural disasters occurring in calendar years 2023 and 2024. EDA's goal under this NOFO is to assist communities recovering from a disaster by realizing opportunities to recover and change the economic trajectory of the community for the better.

The City of Treasure Island, through the Office of Economic Development and the Rebuild TI Working Group, has been working with the EDA's Southeast Regional Office and the Tampa Bay Regional Planning Council to evaluate the suitability of several Treasure Island projects and programs for EDA funding. At this time, the Treasure Island Economic Revitalization and Resiliency Planning project has been identified as "low-hanging fruit" for potential EDA funding.

POLICY/PURPOSE:

The purpose of this item is to create the City's first Economic Revitalization and Resilience Plan (ERRP) through a new proposed funding partnership with the U.S. Economic Development Administration. By completing this plan, it will

help the City to:

- Diversify and revitalize the local economy.
- Rebuild local customer and visitor confidence post 2024 storm season.
- Redevelop and modernize Treasure Island's commercial real estate market.
- Increase the non-residential tax base.
- Create new jobs.
- Attract and start-up a broad range of new dining, shopping, products, services, and industries in Treasure Island.

STRATEGIC PLAN RELEVANCE:

Financial and Economic Development

Goal 1: Foster a vibrant business community | Bold Action 3: Create an Economic Development Vision

Goal 2: Maximize the utilization of City's resources

ANALYSIS/DISCUSSION:

The timing of this item is being driven by the interest of the U.S. EDA to fund relevant, crucial, and non-construction economic development planning projects (Readiness Path) first to communities with disaster declarations in 2023 and 2024. We have been advised to move as quickly as applications will be accepted on an ongoing (rolling) basis until the replacement of the FY 2025 Disaster NOFO, cancellation of the NOFO, or all available funds have been depleted.

FUNDING:

Based on the initial scope of services proposed for the Treasure Island ERRP, the proposed grant application to the U.S. Economic Development Administration would be $150,000 – 80% funded by the federal government with the balance of 20% - up to $30,000 - funded by the City of Treasure Island. If the City of Treasure Island is awarded the grant, the final cost of the plan will be determined by the city's competitive Request for Proposals procurement process, and it will be included in the FY 2026 budget.

For the City of Treasure Island to submit for this grant opportunity, the U.S. EDA requires that a Local Match Resolution by the City Commission for the 20% match requirement be approved and included in the grant application.

MOTION:

I move to approve Resolution 2025-11 authorizing the 20% Local Match Requirement up to $30,000 and direct staff to proceed with a grant application to the U.S. Economic Development Administration to request funding of the Treasure Island Economic Revitalization and Resiliency Plan.

ATTACHMENTS:

Proposed Economic Revitalization and Resiliency Plan Outline_06202025.pdf
RESOLUTION 25-11.docx

Proposed Treasure Island Economic Revitalization & Resiliency Plan Outline

v. 06202025

Joan K. Goodrich | City of Treasure Island Office of Economic Development (OED) Director

I. **Economic Assessment**
   a. Baseline Economic Conditions
   b. Economic Impact Analysis (Post-Storm)
   c. SWOT Analysis

II. **Vision, Goals, and Guiding Principles**
   a. Economic vision for Treasure Island
   b. Strategic economic development goals
   c. Clear direction for economic revitalization
   d. Framework for progress

III. **Commercial Real Estate Market Assessment and Redevelopment Barriers**
   a. Inventory and Market Conditions
   b. Market Demand & Gaps
   c. Zoning-Regulatory Barriers
   d. Financial and Economic Barriers
   e. Infrastructure and Environmental Constraints,
   f. Community-Stakeholder Concerns
   g. Recommendations to Overcome Barriers

IV. **Community Market Demand & Spending Preferences**
   a. Understand what types of businesses, services, and amenities can be supported

V. **Strategic Framework & Initiatives**
   a. Business Recovery and Growth
   b. Workforce Development-Talent Retention
   c. Economic Infrastructure & Place-Based Investments
   d. Innovation and Entrepreneurship
   e. Economic Diversification and New Industry Sector Development

Proposed Treasure Island Economic Revitalization & Resiliency Plan Outline

v. 06202025

VI. Governance and Implementation

a. Roles and responsibilities
b. implementation timeline
c. Action plan
d. Downtown district models (CRA, BID, DDA)

VII. Funding and Financial Strategy

a. Public funding streams
b. District models (CRA, BID, DDA)
c. Private investment Assessment
d. Philanthropy Assessment
e. New Toolbox: Incentive Programs, TIF, Grant Programs, Development Transfers

VIII. Metrics and Evaluation

a. Key performance measures (KPI)
b. Impact tracking (economic, investments, people, environmental)
c. Reporting
d. Adaptive planning mechanisms

IX. Risk Management and Future Resiliency

a. Scenario planning for shocks (disasters, economic, technological)
b. Land use and development aligned with resiliency goals
c. Contingency planning and stress testing

RESOLUTION NO. 2025-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND TO AUTHORIZE A DISASTER 25 GRANT APPLICATION TO THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION IN THE AMOUNT NOT TO EXCEEED $150,000 AND ITS REQUIRED 20% LOCAL MATCH IN THE AMOUNT NOT TO EXCEED $30,000 FOR THE BENEFIT OF CREATING A TREASURE ISLAND ECONOMIC REVITALIZATION & ECONOMIC RESILIENCY PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Treasure Island declared state of emergencies and received unprecedented damage and losses from Hurricanes Helene and Milton in 2024;

WHEREAS, the City of Treasure Island is concerned about the trajectory of its local economy and strategic areas of economic opportunity including John's Pass, Downtown, Treasure Bay and other commercial areas for redevelopment;

WHEREAS, the City of Treasure Island is interested in creating its first-ever Economic Revitalization and Economic Resiliency Plan to help recover from economic harm due to the 2024 disasters and improve its long-term economic outlook;

WHEREAS, the City of Treasure Island seeks to respond to the U.S. Economic Development Administration's EDA-DISASTER-2025 Notice of Funding Opportunity under the Readiness Path to help it develop a long-term economic development strategy;

WHEREAS, by virtue of this Resolution, the City Commission supports a grant application to the U.S. Economic Development Administration in the amount not to exceed $150,000;

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

Section 1. Each of the above recitals are incorporated herein as the findings of the City Commission.

Section 2. The City Manager, and/or their designee, and the Mayor, if needed, are authorized to execute all documents necessary to complete an EDA-DISASTER-2025 grant application for the Treasure Island Economic Revitalization and Economic Resiliency Plan.

Section 3. The City of Treasure Island shall implement the required 20% local match appropriations process upon notice of the grant award.

Section 4. This Resolution is effective immediately upon adoption.

The foregoing Resolution was offered during the Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 1st day of July 2025, 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:

_____

Lisa Marie Kennedy, City Clerk

AGENDA ITEM NO. H.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 1, 2025

SUBMITTED BY: Bobbie Shay Lee, Community Development

ITEM TYPE: Presentations

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Request for Additional Permitting Staff

BACKGROUND: CDD is developing a long-term staffing plan, however we must have continuity of service. Permits are trending from the renovation applications in high volume to more complex rebuild applications.

Our current fulltime permitting staff includes, a Planning Manager, two permit techs, one building official, one building inspector, and one and floodplain/principal planner. The building official and building inspector also do all building inspections, with one additional on call additional inspector. In addition, one person has been on loan to our department from Parks and Recreation through September 30, 2025. The city has staffing through M.T. Causley which consists of the previously mentioned building official / inspectors and zoning staff, approved under an existing contract. This contract was just extended on 6/19/25 through 2026.

Previously additional staff provided by FDEM completed work on 4/8/25 and staff provided by Jacob's group supported CDD thru March 2025.

Since that time the total number of permits received has risen steadily and now stands at 3581 with 156 in review. CDD experienced a gap of additional staffing between 4/7/25-5/5/25. During this time turn around increased from 47 applications in review on 4/7/25 to 218 in review on 5/5/25. We simply cannot afford this interruption of service again.

POLICY/PURPOSE: .

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION: In order to effectively and timely process building permits, additional staff is requested.

The permits currently in review are generally becoming more complex and consist of new builds and elevate applications, that take more extensive review.

These staff with the exception of the two zoning personnel through M.T. Causley will remain consistent and would be direct temporary employees of the city. The City has a current contract with M.T. Causley, which would provide the two zoning personnel if the expenditure was approved. See attached spreadsheet with the breakdown of personnel, costs and tasks.

The personnel proposed are all trained, currently working with our team, and available to continue supporting CDD right away. The work of the additional personnel would be actively monitored to ensure the maximum benefit from the identified personnel and could decrease as permit application numbers decrease.

FUNDING: CDD is requesting an extension of the current contracted staff for an additional 12-weeks, bringing us through September 30, 2025. We will be coming before you with a permanent staffing request during our FY26 budget proposal. This will allow time for posting and placing new staff. The permit tech positions are funded though the building fund, which is forecasted to be out of money mid-August. The remainder of the positions are funded out of the General Fund.

Reimbursement to the building fund as needed could come via a general fund loan to Community Development an in increase in future fees, and/or an application for the FEMA Community Disaster Loan program.

We are expecting some reimbursement of the building fund through the FEMA 1206 program, but the timeline for the reimbursement of the funds is not known.

MOTION: I move to authorize the city manager to approve expenditures up to 12 weeks, up to $158,000, for 6 temporary employees

and two contracted zoning personnel with M.T. Causley.

ATTACHMENTS:
Staffing Forecast (CDD) 07.01.25.pdf

Staffing Needs Forecast to keep up with Permitting Volume					
				Up to	
	Division	**Position**	**Rates/hr**	**Hours/wk**	**Total/wk**
Fund	**Hired Direct**	**Temporary Employees**			
Building	Permitting	Permit Tech	$25	24	$600
Building	Permitting	Permit Tech	$30	40	$1,200
Planning	Floodplain	Appraiser (PT Remote)	$65	16	$1,040
Planning	Floodplain	Plans Reviewer	$65	40	$2,600
Planning	Floodplain	FPM (Flat Rate/In Office)	$75	10	$750
Planning	Floodplain	FPM (Flat rate/WFH)	$60	30	$1,800
Planning	Floodplain	FPM (PT Remote)	$60	12	$720
	Contracted through Safebuilt/M T Causley (to free Jesse Miller up for Floodplain Needs)				
Planning	Zoning	Zoning / P&Z (PT)	$137	16	$2,192
Planning	Zoning	Zoning / P&Z (PT)	$137	16	$2,192
					$13,094

AGENDA ITEM NO. H.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 1, 2025

SUBMITTED BY: Tia Payton, Administration

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Parking Fees (Commissioner Czyszczon)

BACKGROUND:

POLICY/PURPOSE:

STRATEGIC PLAN RELEVANCE:

ANALYSIS/DISCUSSION:

FUNDING:

MOTION:

ATTACHMENTS:

AGENDA ITEM NO. H.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 1, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Terrain Modification Manual (Commissioner Clark)
BACKGROUND:	.
POLICY/PURPOSE:	See attached word document.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	

ATTACHMENTS:
TMM Simplification.docx

Bring a work authorization to the Commission for Kimley-Horn or Jacobs Engineering with a scope of work that requires the following independent engineering analysis:

Task 1 – Recommended changes to the Treasure Island ("TI") ordinances as they existed before the adoption of the Terrain Modification Manual ("TMM") (and associated ordinance changes) that would have produced a simple fill dirt ordinance. The recommendations will allow for a final elevation of 7.6 or an increase of 24", whichever is less, in accordance with FEMA regulations.

Task 2 - Recommended changes to the current "TI" ordinances after the adoption of the Terrain Modification Manual (and associated ordinance changes) that will provide a simple fill dirt ordinance. The recommendations will allow for a final elevation of 7.6 or an increase of 24", whichever is less, in accordance with FEMA regulations.

Task 3 – Recommended new concept of ordinances that will replace the TMM with a simple fill dirt ordinance. Changes to all elements of TI ordinances including stormwater and underground drainage systems, without restriction, should be part of the proposed solutions. The recommendations will allow for a final elevation of 7.6 or an increase of 24", whichever is less, in accordance with FEMA regulations.

For each Task 1 through 3 and for study efficiency, the recommendations should address one typical single-family lot and one non-conforming single-family lot (such as lots in Sunset Beach.) Based on the findings in the draft report, additional work may be requested to add other type of properties (multi-family, condos and apartments, commercial, and hotel) to the preferred concept to measure cost and time impacts for these other types of properties.

Task 4 – Provide a Level 3 cost estimate for each of two lot types (typical and non-conforming) based on recommendations for each of the three tasks. The estimates will contain separate line items at minimum for fill dirt delivered and compacted; any mandated retaining walls; any site drainage features (swales and berms); any underground drainage; any grading and terracing of site material; any cost impacts on sea walls; and costs for a homeowner associated with engineering required for permitting and costs associated with contractor general conditions and fees. Provide an executive summary of the cost estimates for the concepts in the table below:

	Task 1 Pre-TMM	Task 2 Modified TMM	Task 3 New Concept
Typical single-family lot	$	$	$
Non-conforming single-family lot	$	$	$

Task 5 – Provide a draft report for the tasks above within six weeks of the commencement of the work. Provide an update to the client via zoom call at minimum at the two-week and four-week milestones of the assignment, and as otherwise necessary to complete the assignment.

Cost – The not-to-exceed cost of this assignment is $50,000. Each task is generally estimated at $10,000 and hours from one task can be moved to another task for the purpose of completing the assignment within the overall cost of the assignment.

Changes to the scope of work approved by the Commission in this motion and the subsequent work authorization are not permitted without prior approval of the Commission.

AGENDA ITEM NO. H.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 1, 2025

SUBMITTED BY: Lisa-Marie Kennedy, Administration

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Discussion on Solid Waste Outsourcing (Commissioner Clark)

BACKGROUND: At the direction of the Commission at the June 3, 2025, meeting, Public Works has investigated the outsourcing the Solid Waste operations. The department has communicated with three firms (Waste Management, Waste Connection, and Waste Pro) to discuss possible outsourcing, and all three showed interest. Also, three small communities (St. Pete Beach, N. Reddington Beach, Dunnellon) have been contacted to discuss privatized services and their experience in outsourcing, RFP's, etc. Additionally staff held a virtual meeting with Waste Pro as they currently are the vendor providing residential recycling service to the City of Treasure Island. We discussed the specifics of their range of services, and they indicated that there is the potential to use an existing contract in Pinellas County that the City could piggyback on.

POLICY/PURPOSE: Discuss the possibility of outsourcing solid waste services.

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION: The final decision on whether to move forward with outsourcing will need to be made by the Commission, and to assist in your review, Public Works compiled some pros and cons for the Commission to Consider going forward.

<u>Pros</u>

- Cost savings for Citizens of Treasure Island

- Eliminates potential for City employee injuries
- Removes HR difficulty in recruiting adequate personnel
- Eliminates exposure of potential garbage truck-related accidents
- Combines solid waste, yard waste, and recycling under one entity
- All billing/collections/paperwork would be handled by others
- Eliminates time consuming complaints/repairs/maintenance from current staff workload

Cons

- Potential for increased rates in future
- Reduced accountability to address Citizen complaints
- Potential drop in service quality
- Requires periodic RFP contracting for services based on contractual term length
- May not meet community's needs as well as in-house service

FUNDING: .

MOTION:

ATTACHMENTS:
Outsourcing of Trash.docx

Outsourcing Trash

Current Situation

Based on the FY25 Budget documents the Charges for Service fees collected by the City from the Residents will have increased over 27% for the three-year period between FY2023 actuals and the upcoming FY2026 projections. The FY23 actual Charges for Services were $2,439,607 and the projected FY26 budget for Charges to the residents is $3,100,240.

CITY OF TREASURE ISLAND
SOLID WASTE FUND PROJECTION

BUDGET FY 25 COMBINED SOLID WASTE FUND #430	ACTUAL FY 23	BUDGET FY 24	REVISED BUDGET FY 24	PROJECTED ACTUAL FY 24	BUDGET FY 25	BUDGET FY 26	BUDGET FY 27	BUDGET FY 28	BUDGET FY 29
	0% Recycle		*3% Recycle*		*3% Recycle*	*3% Recycle*	3% Recycle	3% Recycle	3% Recycle
REVENUE	*6% Refuse*		*10% Refuse*		*10% Refuse*	*10% Refuse*	3% Refuse	3% Refuse	3% Refuse Fee
	-					-	-	-	-
	-	-	-	-	-	-	-	-	-
License & Permits	2,579	1,000	1,000	1,400	1,000	1,000	1,000	1,000	1,000
Intergovernmental	-	-	-	-	-	-	-	-	-
Charges for Services	2,439,607	2,508,180	2,508,180	2,565,000	2,826,590	3,100,240	3,226,020	3,322,740	3,422,290
Fines & Forfeitures	-	-	-	-	-	-	-	-	-
Miscellaneous	57,668	19,000	19,000	40,000	14,200	14,000	14,000	14,000	14,000
Other/Inter-Fund Transfer/Debt Proceeds	4,730	5,100	5,100	4,730	4,800	-	-	-	-
TOTAL REVENUE	**2,509,266**	**2,533,280**	**2,533,280**	**2,611,130**	**2,846,590**	**3,115,240**	**3,241,020**	**3,337,740**	**3,437,290**
EXPENDITURES									
Personnel (3% growth)	729,018	836,710	836,710	836,710	865,230	891,190	917,930	945,470	973,830
Operating (2% growth)	1,879,009	1,205,120	1,609,860	1,705,030	1,790,330	1,826,000	1,863,000	1,900,000	1,938,000
Capital & CIP Projects	-	-	225,000	255,520	830,000	425,000	125,000	523,710	440,000
Debt Svc/Other/Contingency	-	40,000	40,000	-	40,000	40,000	40,000	40,000	40,000
Transfers to other funds					154,280	141,420	141,420	141,420	141,420
TOTAL EXPENDITURES	**2,608,027**	**2,081,830**	**2,711,570**	**2,797,260**	**3,679,840**	**3,323,610**	**3,087,350**	**3,550,600**	**3,533,250**
ENDING FUND BALANCE	**1,501,061**	**1,015,450**	**1,322,771**	**1,314,931**	**481,681**	**273,311**	**426,981**	**214,121**	**118,161**
Minus Assigned Carryforwards									
Minus Assigned Encumbrances									
AVAILABLE FUND BALANCE	**1,501,061**	**1,015,450**	**1,322,771**	**1,314,931**	**481,681**	**273,311**	**426,981**	**214,121**	**118,161**
% OF FUND BALANCE OF OPERATING EXP	**58%**	**49%**	**53%**	**52%**	**17%**	**9%**	**14%**	**7%**	**4%**

From the same table the Total Expenditures over the same three-year period are projected to increase 27.4%, and more importantly the actual expenditures for each of these three years exceed revenues by a combined amount of almost $1.25mm. The excess expenditures have been drawing down from this enterprise fund balance, and the $1.5mm fund balance in FY23 will be reduced to $273,000 for FY26. Even with a 9% annual rate increase imposed on the residents, this will not be sustainable and further rate increases will be required beyond FY26.

Providing trash services in-house to a community as small as Treasure Island is both labor intensive and capital intensive. The significant 27.4% increase in annual expenditures was driven by the required fleet renewal of the City's trucks, and from FY25 through FY29, additional

trucks are projected to cost $2,343,710. By outsourcing trash services the cost of these truck purchases will be avoided, with the benefit accruing to the residents.

SOLID WASTE FUND CIP PROJECTS

CAPITAL IMPROVEMENT PROJECTS	PROGRAM	BUDGET FY 24	REVISED BUDGET FY 24	PROJECTED ACTUAL FY 24	BUDGET FY 25	BUDGET FY 26	BUDGET FY 27	BUDGET FY 28	BUDGET FY 29
Ford F-150 (#320)	Solid Waste	-	-	-	-	-	-	49,300	-
Ford Pick-up (#379)	Solid Waste	-	-	-	-	-	-	39,410	-
Beach Trash Collector (#321)	Solid Waste	-	-	-	-	-	125,000	-	-
Grapple Truck (#356)	Solid Waste	225,000	225,000	255,520	-	-	-	-	-
Automated Side Loader Truck (#317)	Solid Waste	-	-	-	415,000	-	-	-	-
Automated Side Loader Truck (#325)	Solid Waste	-	-	-	415,000	-	-	-	-
NEW - Automated Side Loader Truck (#3xx)	Solid Waste	-	-	-	-	425,000	-	-	-
Rear Loader Packer Truck (#374)	Solid Waste	-	-	-	-	-	-	435,000	-
Rear Loader Packer Truck (#380)	Solid Waste	-	-	-	-	-	-	-	440,000
Rear Loader Packer Truck (#385)	Solid Waste	-	-	-	-	-	-	-	-
TOTAL FUNDED CIP PROJECTS		**225,000**	**225,000**	**255,520**	**830,000**	**425,000**	**125,000**	**523,710**	**440,000**
5-YEAR TOTAL FUNDED CIP PROJECTS									**2,343,710**

Treasure Island (population about 6500), Madeira Beach (population about 3895) and Clearwater (population about 120,000) are the only two beach communities that do not outsource their trash service.

The outsourcing of trash services was most recently raised by the Commission in August 2024. A request by the Commission went largely ignored; residents should determine for themselves what combination of staff and commissioners combined to delay an evaluation of the costs and benefits of outsourcing this city function.

The Benefits and Criticisms of Outsourcing City Services

Many discussions involving outsourcing of city services center around four main issues:

1. Workforce termination/layoffs
2. Unconstrained fee increases by the private operator
3. Reduced levels of service for the residents from the private operator
4. Reduced quality of equipment/facilities from the private operator

Cities that take a knowledgeable approach to outsourcing will mitigate these resident concerns through detailed contract terms and operating standards with the private operator. Potential mitigation measures are:

Concern	Mitigation
Workforce termination/layoff	Require a private operator to interview/hire workforce under terms agreeable to both parties. Wage rates can be set at current levels contractually as part of final cost evaluations. Most private operators do not have crews of workers that are not actively employed so new contracts are frequently staffed with the existing workforce.

Unconstrained fee increases	Agree to a multi-year rates and fee schedule in the contract including any escalators for annual cost of living/inflation and any special provisions.
Reduced levels of service	Provide contractual operating standards, penalties for not meeting the standards, and an enforcement process. Include discussions and agreements on disaster recovery responsibilities.
Reduced quality of equipment/facilities	Provide contractual equipment standards to be met by the private operator. This includes age and type of equipment, reliability/availability percentages, etc.

Summary of Current Opportunity

Data has been collected from the North Reddington Beach contract with Waste-Pro for the outsourcing of trash services. A contract structure for the outsourcing of trash services to Waste-Pro would include the following:

1. Waste-Pro will interview and hire our employees at the same or higher wage rate (employees will need to pass employment background checks.)
2. The City will generate additional savings through the elimination of on-job injuries ("OJI") involving this workforce with the responsibility transferred to the private operator.
3. The City will generate administrative savings from the reduction of time required to hire/replace employees of this workforce due to a high rate of turnover.
4. Treasure Island residents would save about $96/year ($8/month) in annual solid waste fees for the same twice weekly pick-up. Commercial fees should also be lower than current city rates. Additional savings are available for reduced service requirements.
5. ***It is possible to contract with Waste-Pro based on the procurement process that was already run by North Reddington Beach.***
6. Waste-Pro will purchase our existing trucks and make all future truck purchases – the City only pays for its equipment as part of the overall services contract. ***This one item eliminates over $2.3mm in required truck purchases between now and FY2029.***
7. The outsourcing will reduce the required footprint and cost at the new public works facility. This will open up more usable land at the 108th Street location for new development on the city property. This will generate new revenues for the City.
8. Waste-Pro will administer all billing of residents for the contract.
9. Waste-Pro will have the contractual responsibility to respond to complaints with reporting to the City required, and with enforcement of operating standards and complaint resolution allowed by the City.
10. The City has experience with Waste-Pro as a vendor as they currently provide the recycling services.
11. Waste-Pro can handle all trash pickup for the beach trash cans. Any outsourcing of trash services should include all pick-up, and not leave behind trash pickup to be performed by city workers.
12. Waste-Pro has received positive feedback from its other City customers along the beach based on outreach by City staff.

Recommendation

The opportunity for the residents and the city government to obtain savings from the outsourcing of trash service has been stalled since it was brought forward by the commission in August 2024.

1. Moving forward provides the residents with lower fees, estimated at about $100/year at current rates, and avoids significant near-term increases to the residents' fees needed for upcoming truck purchases.
2. ***Moving forward eliminates over $2.3mm of new capital expenditures for new trucks***, and reduces the construction and operating costs associated with the trash/truck operation being incorporated into the new public works building. A private operator has a larger fleet, more buying power, and the ability to finance its trucks over multiple years.
3. Moving forward eliminates the OJI claims handled by the City for this workforce.
4. Moving forward reduces the administrative costs to the City related to the hiring related to employee turnover.
5. Moving forward increases the usable land at 108th Street that can support new development and its associated revenues to the City.

AGENDA ITEM NO. H.9

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 1, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Human Resources
ITEM TYPE:	Resolutions
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Severance Agreement with Charles Anderson
BACKGROUND:	The Commission voted on May 6, 2025, to place the City Manager, Charles Anderson, on paid administrative leave. Mr. Anderson has agreed to resign from the City effective July 14, 2025, and, per his contract terms, has executed the attached severance agreement.
POLICY/PURPOSE:	N/A
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	N/A
FUNDING:	N/A
MOTION:	I move to authorize the Mayor to execute the severance agreement with Chuck Anderson.

ATTACHMENTS:
Severance Agreement - Chuck Anderson extended July 14.doc

SEVERANCE AGREEMENT WITH GENERAL AND FULL WAIVER AND RELEASE

This SEVERANCE AGREEMENT WITH GENERAL AND FULL WAIVER AND RELEASE ("Agreement") is entered into by CHARLES ANDERSON (hereinafter referred to as "ANDERSON") and the CITY OF TREASURE ISLAND. The CITY OF TREASURE ISLAND is defined to include any and all related entities and subdivisions, as well as all respective former and current commission members, city managers (other than ANDERSON), city clerks, city attorneys, directors, administrators, agents, department heads, supervisors, employees, attorneys, representatives, insurers, and officials (all in their official and individual capacities), as well as their heirs, executors, administrators, predecessors, successors, insurers, assigns, and all other persons, partnerships, firms or corporations, and their insurers who are related to the CITY OF TREASURE ISLAND, and all will be collectively referred to in this Agreement as the "CITY". The CITY and ANDERSON are collectively referred to as the "PARTIES."

WHEREAS, ANDERSON was employed by the CITY as City Manager on August 1, 2024; and

WHEREAS, the terms and conditions of ANDERSON's employment were set forth in a CITY MANAGER AGREEMENT dated July 30, 2024, and amended on October 18, 2024, approved by CITY Resolution No. 2024-06 (the "EMPLOYMENT AGREEMENT"); and

WHEREAS, the PARTIES agree that at the May 6, 2025 City Commission meeting, the CITY formally requested ANDERSON's resignation by a majority of the City Commission for reasons other than those expressed in Section 3.G. of the EMPLOYMENT AGREEMENT and that this Agreement serves as ANDERSON's written notice that his employment will be terminated as of July 14, 2025, at 11:59 p.m.; and

WHEREAS, Section 3.E. of the EMPLOYMENT AGREEMENT provides ANDERSON with severance pay in the amount of his current salary for twenty (20) weeks provided that he executes a general and full release in a form acceptable to the CITY;

WHEREAS, Section 12 of the EMPLOYMENT AGREEMENT provided for repayment of relocation expenses if ANDERSON was terminated by the CITY pursuant to Section 3.B. of the EMPLOYMENT AGREEMENT;

WHEREAS, the CITY will waive repayment of the relocation expenses; and,

CA

WHEREAS, the PARTIES intend to and do hereby agree that their rights and obligations shall be governed by this Agreement, which shall and does supersede the EMPLOYMENT AGREEMENT.

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, receipt of which is hereby acknowledged, the PARTIES, intending to be legally bound, agree as follows:

1. Recitals. The PARTIES agree that the above recitals are true and incorporate them as if fully set forth herein.

2. Consideration. In consideration for ANDERSON entering into this Agreement and waiving and releasing any and all claims he has or may have against the CITY, including the release and waiver of claims under the EMPLOYMENT AGREEMENT, and other promises made herein, the PARTIES agree as follows:

A. The CITY will pay ANDERSON his regular wages and benefits that are due through July 14, 2025 at 11:59 p.m., in accordance with the CITY's usual payroll schedule.

B. The CITY will pay ANDERSON severance in the amount of twenty (20) weeks of his regular salary. This amount will be paid within ten (10) days of the effective date of this Agreement. Employment taxes and deductions will be taken out of these monies and they will be reported to the IRS on IRS Form W-2.

C. The CITY will waive the repayment of relocation expenses as provided in Section 12 of the EMPLOYMENT AGREEMENT.

D. ANDERSON is not eligible to receive payouts of his accrued sick and vacation leave in accordance with the CITY's Personnel Manual.

E. ANDERSON agrees that he is not entitled to any consideration other than what is set forth in this section 2 of this Agreement.

ANDERSON agrees that the consideration being provided by the CITY in this Agreement constitutes adequate and ample consideration for any rights and claims he is waiving under this Agreement and for any obligations imposed upon him by virtue of this Agreement. ANDERSON further agrees and understands that the consideration being provided pursuant to this Agreement is in excess of any consideration to which he is otherwise entitled.

3. Full and General Waiver and Release of All Claims. In exchange for the consideration described in this Agreement, ANDERSON irrevocably, knowingly, and voluntarily

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releases, waives, and forever discharges any and all claims, demands, actions, or causes of action, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which he has or may have against the CITY from the beginning of the world until the effective date of this Agreement. The disputes released by ANDERSON include, but are not limited to, any and all disputes against the CITY concerning his employment and separation from employment with the CITY, including any claim related to or arising from his EMPLOYMENT AGREEMENT. Other disputes released by ANDERSON include those known or unknown, actual or contingent, in law, in equity, or otherwise and whether based in tort, contract, statute, common law or any other basis. This release includes all disputes for which ANDERSON could seek equitable relief, and actual, compensatory, consequential, liquidated, punitive, special, multiple or other damages, expenses (including attorneys' fees and costs), and all other reimbursements or charges of any kind. The disputes released by ANDERSON include, but are not limited to, any claim(s) under: Title VII of the Civil Rights Act of 1964; Civil Rights Act of 1991; Florida Civil Rights Act ("FCRA"); Sections 1981 through 1988 of Title 42 of the United States Code; Constitutions of the United States and the State of Florida; any Florida or federal wage and hour law; any Florida or federal whistleblower laws; Rehabilitation Act; Consolidated Omnibus Budget Reconciliation Act; Americans with Disabilities Act of 1990; Age Discrimination in Employment Act ("ADEA"), including the Older Workers Benefits Protection Act ("OWBPA"); Family and Medical Leave Act of 1993; wrongful termination; defamation; and any other federal, state, or local law, regulation, or ordinance. The reference herein to specific statutory, contract, and common law claims is in no way intended to limit the disputes released by ANDERSON. ANDERSON intends that the disputes that he releases be construed as broadly as possible to cover any and all disputes he may have or believe himself to have against the CITY.

ANDERSON understands that nothing in this Agreement prohibits him from filing a charge with or participating in any investigation or proceeding before any federal, state or local governmental agency such as the Equal Employment Opportunity Commission and does not prohibit him from challenging the validity of the waiver and release set forth herein. However, ANDERSON agrees that with respect to the claims he is waiving, he is waiving not only his right to recover money or other relief in any action that he might institute but also that he is waiving his right to recover money or other relief in any action that might be brought on his behalf by any

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other person or entity including, but not limited to, the State of Florida, the United States Equal Employment Opportunity Commission, the Florida Commission on Human Relations, or any other federal, state, or local agency or department. ANDERSON further represents that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person any dispute released herein.

4. No Admission of Liability or Wrongdoing. The PARTIES to this Agreement agree that nothing contained in this Agreement or otherwise shall constitute or be construed as an admission of any alleged liability or wrongdoing by the CITY or ANDERSON. Indeed, the PARTIES deny that either of them engaged in any wrongdoing of any kind with respect to the other party.

5. Indemnification and Hold Harmless. The CITY will protect, defend, indemnify and hold harmless ANDERSON from all claims, demands, lawsuits, complaints, charges, proceedings and all liability to the fullest extent as authorized by Florida Statutes and the City Code for all acts taken while an official of the CITY and any and all acts taken on behalf of the CITY in furtherance of his obligation to cooperate with the CITY pursuant to this Agreement, including any lawsuit challenging the validity of this Agreement.

6. Representation by Legal Counsel. The CITY encouraged ANDERSON to consult with an attorney regarding the terms of this Agreement before signing the Agreement. ANDERSON acknowledges that he either consulted with an attorney regarding the terms of this Agreement or that he knowingly and voluntarily decided not to do so. **ANDERSON ACKNOWLEDGES THAT HE FULLY UNDERSTANDS THE LEGAL EFFECT OF THIS AGREEMENT, HIS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT, AND THAT HE INTENDS TO BE LEGALLY BOUND BY THIS AGREEMENT.**

7. ADEA and OWBPA Claims. The following provisions apply only to the Full and General Release of claims pursuant to the ADEA, OWBPA, FCRA and any other applicable age discrimination law.

A. Time to Consider Signing Agreement. ANDERSON acknowledges that he has been given a reasonable period of time of not less than twenty-one (21) days within which to decide whether to sign this Agreement waiving claims under the ADEA and OWBPA. ANDERSON understands and agrees that he can use all or any part of this period to decide whether to sign this Agreement. ANDERSON agrees that any changes to this Agreement from

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that originally presented to ANDERSON will not restart the twenty-one (21) day consideration period.

B. Seven (7) Day Period to Revoke. ANDERSON understands that he may revoke this Agreement with regard to the waiver of any claims under the ADEA or OWBPA within seven (7) calendar days after he signs the Agreement. If ANDERSON revokes the Agreement, the Agreement will be deemed unenforceable as to any waiver and release of any claims under the ADEA or OWBPA and the CITY shall be relieved of all obligations under this Agreement with the exception of the payment of regular salary pursuant to section 3.A. of this Agreement. If ANDERSON revokes this Agreement, the waiver and release of any and all claims other than those under the ADEA or OWBPA will still be enforceable, ANDERSON's termination will still be effective May 20, 2025, the CITY will be relieved of its obligation to pay anything pursuant to section 3.B. of this Agreement, and ANDERSON will be obligated to repay any relocation expenses that were otherwise waived in section 3.C. of this Agreement. If ANDERSON revokes the Agreement, he agrees that receiving his regular salary and benefits through June 3, 2025, is adequate consideration for the claim otherwise released herein. To be an effective revocation, any revocation must be in writing, executed by ANDERSON, and delivered to City Attorney, 10451 Gulf Blvd., Treasure Island, FL 33706, on or before the seventh calendar day by or before 5:00 p.m. (Eastern Time).

8. Effective Date and Time. The Effective Date and Time of this Agreement is 5:01 p.m. on the seventh (7^{th}) day following execution of this Agreement by ANDERSON. ANDERSON acknowledges that this Agreement shall not become enforceable (with the exception of his resignation from employment) until the Effective Date and Time of the Agreement. Payment of the amounts due pursuant to section 2 of this Agreement will be made as stated in that section.

9. Governing Law and Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and, where applicable, federal laws. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly construed for or against either party.

10. Severability. Each provision of this Agreement is intended to be fully severable. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release

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provision set forth above, such provisions shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. However, should a court of competent jurisdiction declare the general release provision unenforceable for any reason, the case shall remain settled and the PARTIES shall redraft the provision to be enforceable.

11. Entire Agreement; Amendment; Signatures. This Agreement sets forth the entire agreement between the PARTIES and supersedes any and all prior agreements or understandings between the PARTIES including, specifically, the EMPLOYMENT AGREEMENT. This Agreement may not be amended except by a written agreement signed by the PARTIES or signed by their respective administrators, trustees, personal representatives, or successors.

12. Disputes. Any claim or dispute arising out of or related to this Agreement shall be subject to informal medication as a condition precedent to the institution of any legal or equitable proceedings by either party. The mediator's fee any filing fees shall be equally shared between the PARTIES. In the event that any party to this Agreement institutes legal proceedings arising from or related to this Agreement, it is stipulated and agreed that such a claim shall be heard and determined by a judge, and not by a jury, in Pinellas County, Florida. **ANDERSON AGREES AND UNDERSTANDS THAT HE IS WAIVING THE RIGHT TO A JURY TRIAL, IF ONE EXISTS, AS TO ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT.** Furthermore, in the event that it shall be necessary for any party to this Agreement to institute legal action to enforce any of the terms and conditions or provisions contained herein, or for any breach thereof, the prevailing party shall be entitled to costs and reasonable attorney's fees, including fees and costs for any appeals.

13. Acknowledgement. ANDERSON acknowledges that he has carefully read and understands this Agreement and agrees that the CITY has not made any representations other

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than those contained herein. ANDERSON also acknowledges that he enters into this Agreement voluntarily, without any pressure or coercion, and with full knowledge of its significance, and that this Agreement constitutes a **FULL AND ABSOLUTE SETTLEMENT AND BAR AS TO ANY AND ALL CLAIMS** he had, has, or may have against the CITY.

WHEREFORE, the PARTIES, intending to be legally bound, execute this Agreement as of the dates set forth below.

CHARLES ANDERSON **CITY OF TREASURE ISLAND, FLORIDA**

By: _*Charles V. Anderson*_____ By:_____

Date:_____June 30, 2025_____ Date: _____