BOARD OF COMMISSIONERS REGULAR MEETING
MONDAY, JANUARY 5, 2026 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

This meeting will immediately follow the Board of Commissioners Workshop

A. CALL TO ORDER

B. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

C. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

C.1 Keep Pinellas Beautiful Grant Presented by Carrie Auerbach

D. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

E. APPROVAL OF MINUTES

E.1 Approval of the following Minutes: November 4, 2025, Workshop and Regular Meeting and November 18, 2025, Workshop and Regular Meeting; and December 2, 2025, Regular and Workshop.
11.04.2025 Regular Agenda MINUTES.docx
11.04.2025 Workshop MINUTES.docx
11.18.2025 Workshop MINUTES.docx
FINAL 11.18.2025 Regular MINUTES.docx
12.02.2025 Workshop Minutes.docx
12.02.2025 Regular Meeting Minutes.docx

F. CONSENT AGENDA

F.1 Execute Contract with State to accept $1.5 Million state appropriations for the rebuild of the Public Safety Building
City of Treasure Island Contract.pdf

G. ITEMS OF BUSINESS

G.1 Ordinance 2026-01, Adopting a Property Tax Rate for Fiscal Year 2025 - First

Reading and Public Hearing
Ordinance_2026-01_Property_Tax_Rate_FY_26.docx

G.2 Ordinance 2026-02, Budget for Fiscal Year 2026 - First Reading and Public Hearing

Ordinance 2026-02 Budget.docx

G.3 First Reading and Public Hearing of Ordinance 2026-03 for a budget amendment of $178,900 for the expense of Rosselli Park Sun Canopy
ORDINANCE_2026-03-Rosselli Park Sunshade.docx
Budget Amendment 2026-03.xlsx

G.4 First Reading and Public Hearing of Ordinance 2026-04 for a budget amendment of $386,799.50 for the recognition of the insurance proceeds for flood damages.

ORDINANCE_2026-04-INSURANCE PROCEEDS.docx
Budget Amendment 2026-04.xlsx

G.5 Second and Final Reading of Ordinance 2025-32, Increase City Manager's Purchase Authority (Commissioner Dickey)
Ordinance 2025-32 CM Spending Authority.docx
Ad 68318 Ordinance 2025-32.pdf

G.6 Second and Final Reading of Ordinance 2025-34 for Additional Expenses of $7,900 for Purchase of the Self-Contained Breathing Apparatus

ORDINANCE_2025-34- SCBA PURCHASE.docx
CITY-OF-TREASURE-ISLAND-69810-1-SIGNED-AFFIDAVIT.pdf

G.7 Second and Final Reading of Ordinance 2025-35, Amending the FY 2026 Budget due to Cost Increment Over the Budgeted Estimates
Budget Amendment 2025-35.xlsx
ORDINANCE_2025-35-Street Sweep_Beach Rake_Pickleball.docx
Ad 68321 Ordinance 2025-35.pdf

G.8 Second and final reading of Ordinance 2025-36, for Expense of Beach Pavilion and Treasure Bay Clubhouse Repairs, and adding an FTE Community Development Administrative Assistant
ORDINANCE_2025-36-Bch Pavilion Tres Bay Clubhouse Repair CD Admin Assistant.docx
Budget Amendment 2025-36.xlsx
CITY-OF-TREASURE-ISLAND-68179-1-SIGNED-AFFIDAVIT.pdf

G.9 Extension of Emergency Ordinance 2025-23, Repealing Certain Sections of Chapter 69 and 76
Ordinance_2025-23 2.docx

G.10 Approve Letter of Agreement with Florida State University Florida Institute of Government (FSUIOD) to Perform Review of the City's Records Inventory

QuoteRMServicesTreasureIslandRecordsStorageProject.pdf
Treasure Island TA Letter of Agreement DRAFT 11-7-25.docx

G.11
Authorization to Proceed with a Request for Qualifications (RFQ) Solicitation for Master Planning Services for the Treasure Island Commercial Redevelopment Master Plan Project

26-009-RFQ-Master Plan.pdf

G.12 City Manager Review (Commissioner Czyszczon)

H. CITY MANAGER AND CITY ATTORNEY REPORT

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. C.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 5, 2026
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Proclamations
AGENDA SECTION:	PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION
SUBJECT:	Keep Pinellas Beautiful Grant Presented by Carrie Auerbach
BACKGROUND:	Presentation from Carrie Auerbach
POLICY/PURPOSE:	Presentation from Carrie Auerbach
STRATEGIC PLAN RELEVANCE:	Presentation from Carrie Auerbach
ANALYSIS/DISCUSSION:	Presentation from Carrie Auerbach
FUNDING:	Presentation from Carrie Auerbach
MOTION:	

ATTACHMENTS:

AGENDA ITEM NO. E.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 5, 2026
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the following Minutes: November 4, 2025, Workshop and Regular Meeting and November 18, 2025, Workshop and Regular Meeting; and December 2, 2025, Regular and Workshop.
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 following minutes: November 4, 2025, Workshop and Regular Meeting and November 18, 2025, Workshop and Regular Meeting; and December 2, 2025, Regular and Workshop.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	There is no cost associated.
MOTION:	I move to approve the minutes, as presented.

ATTACHMENTS:
11.04.2025 Regular Agenda MINUTES.docx
11.04.2025 Workshop MINUTES.docx
11.18.2025 Workshop MINUTES.docx
FINAL 11.18.2025 Regular MINUTES.docx
12.02.2025 Workshop Minutes.docx
12.02.2025 Regular Meeting Minutes.docx

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, NOVEMBER 4, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. CALL TO ORDER

Mayor Doctor called the meeting to order at 6:30 p.m.

B. ROLL CALL

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

C. APPROVAL OF REGULAR AGENDA – None.

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

E. CITY MANAGER REPORT

City Manager Van Zant said the Public Safety Facility location would come back for consideration on November 18, 2025. Director Volenec said he may have some cost estimates by the December 2, 2025, meeting.

F. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Father Andy Ellis, Treasure Island Chaplain, provided an update on the adult diaper drive.

Ms. Derry Smith, 55 79th Terrace, relayed there were 600 signatures to prohibit the increase on height and density and cautioned the Mayor that the community would remember if he voted in favor of the increase and pled that he reconsidered his vote.

Mr. Grant Smith, Sunset Beach, thanked the Commission for their sacrifice as public servants, submitted documentation included in background materials, and urged the Commission to investigate best practices for evaluating the Thunderbird Hotel proposal.

Mr. Hendrick Bisanz, Seasalt Properties, noted Ms. Renee Tarsatino was present and said the company could assist residents get permits.

Mr. Mark Hohe, District 3, reflected on City Manager Van Zant's promise to bring in a consultant to evaluate the Community Development Department and asked for an update on that initiative.

Mr. Ron DeBiase, Resident, touched on height/density referendums, the decision to hire a new City Attorney, and the decision should go to referendum.

Ms. Marie Barba, Sunset Beach, was disappointed that Ordinance 2025-16 and 2025-17 would be heard at the November 18, 2025, Regular Meeting and asserted the City Charter required a referendum for increased height and density.

G. APPROVAL OF MINUTES

G.1 Approval of the following Minutes: September 8, 2025, Budget Public Hearing; September 16, 2025, Regular Meeting; and September 18, 2025, Emergency Meeting.

Vice Mayor Vasquez moved to approve the minutes, as presented, seconded by Commissioner Czyszczon, and carried five to zero.

H. CONSENT AGENDA

Vice Mayor Vasquez moved to approve the Consent Agenda, as presented, seconded by Commissioner Czyszczon. Commissioner Dickey noted the March meeting was on St. Patrick's Day. Following discussion, the meeting on March 17, 2026, was moved to March 16, 2026. **The motion carried five to zero.**

H.1 Authorize spending authority for the purchase of Barber Surf Rake in the amount of $84,655 from H. Barber & Sons, Inc.

H.2 Authorize the City Manager to Purchase a new Street Sweeper for $400,950.00 using the Sheriffs Association Cooperative Purchasing Program.

H.3 2026 Meeting Schedule for the City Commission Regular Meetings and Workshops

H. ITEMS OF BUSINESS

H.1 A Quasi-Judicial Proceeding- Case VAR-000553-2025- 8490 W Gulf Blvd- Variance request to Sec. 68-438 to permit the construction of a swimming pool measuring 37 feet in width at a 0 foot setback from the property line, where a minimum setback of 10 feet is required.

Attorney Rollins provided an overview of the variance process and asked for anyone to disclose any ex-parte communication. **Mayor Doctor moved to table the item, seconded by Vice Mayor Vasquez.** Commissioner Dickey asked if the applicant would be allowed to speak. Vice Mayor Vasquez said there was communication from the applicant. Mr. Hendrick Bisanz, Seasalt Properties, explained why many homeowners on Sunset beach had not been able to rebuild and expounded on the history of why the County funded the beach nourishment initiative, disagreed with the staff recommendation, said the Planning and Zoning Board would support the variance, and asked for approval.

Attorney Rollins advised if the Commission wanted to hear the case, the process needed to be followed.

Commissioner Dickey did not believe the item needed to be tabled and if the variance was approved, it would allow the owner to move forward. Vice Mayor Vasquez opined the delay for nourishment was not the City's responsibility and did not want to set precedent by approving a 0-foot setback because it was unclear when the County would complete renourishment.

Commissioner Dickey wondered if the Commission table the item or hear it. Vice Mayor Vasquez said she did not want to vote no, but would if they heard the case.

The motion carried four to one; Commissioner Dickey voted no.

H.2 Second and Final Reading of Ordinance 2025-04 amending the Future Land Use Map of the City of Treasure Island Comprehensive Plan.

Attorney Rollins read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-04 amending the Future Land Use Map of the City of Treasure Island Comprehensive Plan at the second and final reading and transmit the amendment to Florida Commerce in accordance with Chapter 163.3187 Florida Statutes and providing for an effective date, seconded by Commissioner Dickey.** Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.3 Second and Final Reading of Ordinance 2025-05 amending the Official Zoning Map of the City of Treasure Island.

Attorney Rollins read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-05 amending the official zoning map of the City of Treasure Island at the second and final reading, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.4 Second and Final Reading of Ordinance 2025-26 to Ban Shark Fishing on Treasure Island Beaches (Commissioner Dickey)

Attorney Rollins read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-26 at the second and final public hearing, seconded by Commissioner Dickey.** Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.5 Second and Final Reading of Ordinance 2025-27, vacating approximately 14,000 sq ft /0.3214 acres of an alley located between 106th and 107th Avenue, a public right-of-way, to retain a utility easement over the 30-foot-wide east-west alley, to retain a pedestrian easement over the 10-foot-wide north-south alley.

Attorney Rollins read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-27 at the second and final reading, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.6 Second and Final Reading of Ordinance 2025-29, Treasure Island Code of Ethics

Attorney Rollins read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-29, Treasure Island Code of Ethics, at the second and final reading, seconded by Commissioner Czyszczon.**

Mayor Doctor called for public comment. Mr. Robert Bozzo, District 1, appreciated the initiative of Commissioner Dickey, wanted the will of residents to be considered, did not believe a code of ethics could be self-enforcing, and wanted a resident group to examine the code that would allow residents the ability to make complaints.

The motion carried five to zero.

H.7 Second and Final Reading of Ordinance 2025-28, to approve FY 2026 fee schedule

Attorney Rollins read the ordinance by title only. **Vice Mayor Vasquez moved to adopt Ordinance 2025-28 adopting the City-wide Fee Schedule as Appendix A to the Code of Ordinances to be effective December 1, 2025, at the second and final public reading, seconded by Commissioner Czyszczon.**

Commissioner Dickey stated he would be voting no on the item because of the parking increase. Mayor Doctor called for public comment; there was no response.

The motion carried four to one; Commissioner Dickey voted no.

H.8 First Reading of Ordinance 2025-33, Mandatory Lot Mowing Program (Commissioner Clark)

Vice Mayor Vasquez moved to table Ordinance 2025-33. (The motion was withdrawn.) City Manager Van Zant explained the program would require significant personnel time to administer, which would require a full time employee and budget amendment, and felt a completed item could be brought back on November 18, 2025.

Mayor Doctor wanted clarity on what the City Manager was requesting. Attorney Rollins explained staff were asking for an administrative fee of $250 per case and expounded on what the resolution would do. Commissioner Clark was okay with hearing the item on November 18, 2025, but emphasized something needed to be done because properties were unruly. Commissioner Czyszczon wanted the ordinance to be more comprehensive, which would include seeding or sodding the property within 14 days of demolition unless construction would begin within 30 days of demolition, wanted grass cut within 48 hours if grass was 6-8 inches in height, advised the driveway should not be removed between lot property line and pavement, and felt fines should be $250 per day. Vice Mayor Vasquez agreed that seeding/sodding should be required.

Attorney Rollins said seeding/sodding was outside the scope of the mowing ordinance, but stated a separate ordinance could amend the code. Responding to Mayor Doctor, Attorney Rollins said the item could be moved forward if there were no significant changes at the second reading and recommended a motion to approve the ordinance as it was, with a $250 administrative fee, and understand a request for a full time employee would be brought back. Commissioner Clark also wanted to move forward with a seeding/sodding ordinance in future.

Vice Mayor Vasquez rescinded the previous motion and moved to approve ordinance 2025-33 on the first reading, amending the admin daily fee of $250 and to schedule a second reading and public hearing, seconded by Commissioner Clark. Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

Commissioner Dickey wanted clarity between the daily $250 fine versus the $250 administrative fee. Attorney Rollins explained the administrative fees, costs and lien interest rates. Commissioner Dickey was okay with the proposed fees, but was not in favor of a $250-a-day fine. Attorney Rollins continued expounding on Code enforcement violations/fees. Mayor Doctor asked who would have authority to waive the fee. Attorney Rollins relayed the authority would be with the Commission and appeal options.

H.9 Extension of Emergency Ordinance 2025-23, Repealing Certain Sections of Chapter 69 and 76

Attorney Rollins explained the ordinance, noted the ordinance could be extended as long as needed, and read the ordinance by title only. **Vice Mayor Vasquez moved to approve a 60-day extension to Emergency Ordinance 2025-23 due to the emergency situation due to three hurricanes, seconded by Commissioner Dickey**, who highlighted the improvement to permit processing**. The motion carried five to zero.**

H.10 Non-Exclusive License Agreement with Two Mermaids Beach Resort for Parking Access

Vice Mayor Vasquez moved to table the item for further negotiations, seconded by Commissioner Czyszczon. Vice Mayor Vasquez believed the price for the agreement was inadequate, asserted Two Mermaids had a tow-away signs that should be removed since they were not paying for the parking spots, and wanted the tow-away sign removed. Commissioner Dickey was in favor of tabling the item and reflected on a previous price. Director Ortiz provided the average parking price rental was $2,580. Commissioner Dickey said when Gulf Boulevard was widened the hotel lost its parking and there was an agreement to keep the business operational.

Following talks, Commissioner Dickey suggested a 50% discount and proposed approximately $11,000 a year. Vice Mayor Vasquez wanted to see additional numbers before making the decision. Mayor Doctor remarked the property had long-term issues.

Director Ortiz would bring back a cost-analysis for parking. Vice Mayor Vasquez instructed staff to examine removing the tow-away signs. Director Ortiz wanted to know if he could instruct them to hide the sign while the City worked on a proposal. Commissioner Dickey wanted to know if they were open. Director Ortiz said they had not paid their business tax in two years, but had just paid.

The motion carried five to zero.

H.11 Approve City Manager's Purchase Authority to enter into a construction contract with Qualis General Contractors, LLC. for the construction of 6 pickleball courts at Rosselli Park.

Commissioner Clark advocated for the superior material, option A, of the construction.

Vice Mayor Vasquez moved to approve and authorize the City Manager's Purchase Authority to Qualis General Contractors, LLC in the amount of, Option A, $356,281.10 for construction of 6 pickleball courts at Rosselli Park, seconded by Commissioner Clark. Mayor Doctor called for public comment.

Mr. Robert Bozzo, Resident, made appreciative remarks and wanted a ribbon cutting.

Mr. Michael Fergang, 12205 4th Street East, appreciated the opportunity.

The motion carried five to zero.

H.12 State Fire Marshal Cancer Decontamination Grant Award acceptance

Vice Mayor Vasquez moved to accept the State of Florida Decontamination Equipment Grant Program funding in the amount of $35,300.73 and appropriate $11,766.91 from the City's insurance proceeds to satisfy the 25 percent match requirement.

Deputy Fire Chief Tom Brennan appreciated the approval and spoke to the importance of the equipment. Vice Mayor Vasquez commented that she was glad to approve the item and have the Fire Department proper equipment.

Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.13 Approve Resolution 2025-24 for Appointment and Contract of City Attorney

Vice Mayor Vasquez moved to approve the contract and Resolution 2025-24 appointing Vose Law Firm as City Attorney effective November 4, 2025. Attorney Ralf Brookes said Vose Law was ready to begin tomorrow or two weeks from then. Attorney Brookes and Attorney Rollins discussed transition logistics. Commissioner Dickey and Clark believed two weeks was sufficient. **Vice Mayor Vasquez clarified the effective date was November 18, 2025, seconded by Commissioner Dickey.** Attorney Brookes noted the resolution said October, rather than November. **The motion carried five to zero.**

I. COMMISSIONER REPORTS

Vice Mayor Vasquez touched on the community events and said the Roselli playground shade covers would be on the agenda.

Commissioner Clark spoke on the Commissioner Pizza Party in November.

Commissioner Czyszczon spoke about $1,000 Sanding Ovations endorsement package and suggested next year a police escort after the event.

Commissioner Dickey noted the Pinellas County Beach Nourishment project had begun in Treasure Island and certain areas would be closed.

Mayor Doctor said the American Legion would be reopening soon and noted he would be walking in the Veterans Day parade.

Attorney Rollins made appreciative remarks for serving the City.

J. ADJOURNMENT

The meeting adjourned at 8:26 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, NOVEMBER 4, 2025 – 5:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 5 p.m. and led in the pledge of allegiance. Mayor Doctor said comment cards would only be accepted until 5:15 p.m. and asked for consensus for 2 minutes for each speaker during public comment.

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

B. CITY MANAGER AND CITY ATTORNEY REPORT – None.

C. DISCUSSION

C.1 Give Commission Authority for Dynamic Parking Pricing (Commissioner Czyszczon)

Mayor Doctor asked Commissioner Czyszczon for information on the item. Commissioner Czyszczon said the item was to give the City Manager authority to make changes to parking prices. In answer to Vice Mayor Vasquez, City Manager Charles Van Zant relayed the previous parking pricing study was inconclusive. Commissioner Czyszczon said the app the City used for parking allowed for price changes based on weekends, availability, and holidays. Commissioner Clark noted there was no data to guide the decision. . Mayor Doctor advised the matter was sufficiently discussed and noted that the fee schedule would be discussed at the Regular Meeting. Commissioner Czyszczon said he proposed pricing changes based on high demand. Mayor Doctor and Commissioner Czyszczon engaged in conversation regarding the price variations on weekends and holidays. Commissioner Dickey remarked the City was increasing parking by 25 percent and was more in favor of dynamic pricing than the overall increase, but would not support an increase in addition to dynamic pricing.

C.2 The Future of Treasure Bay Discussion (Vice Mayor Vasquez)

Parks and Recreation Director Cathy Hayduke provided an update, as shown in the background material. Commissioner Clark asked if the living seawall was progressing according to the timeline. Director Hayduke said there was a 2-month delay due to a permit issue. Commissioner Clark questioned if an issue occurred due to the installation of a standard sea wall in front of the living sea wall. Public Works Director Gary Volenec explained the reasoning for different sea wall types and said some of the seawall would be vertical. Commissioner Dickey relayed information he had received regarding completion.

Vice Mayor Vasquez resumed the presentation and expounded on the potential of the site.

Commissioner Dickey believed Vice Mayor Vasquez's proposal was not far from the original Treasure Bay amenities, except for a golf course, and stated his preference was to rebuild the golf course with the other features.

Commissioner Czyszczon did not want to weigh in until there was a master plan for Treasure Bay and asked Director Hayduke when the restrooms would be completed. Director Hayduke said there were three quotes to get the restrooms operational and was awaiting insurance reimbursement for the repairs. Commissioner Czyszczon wanted to know if Public Works would manage the project. Director Hayduke said yes. Vice Mayor Vasquez thought there would be insurance liabilities for having a golf course with other uses present on the property.

Commissioner Czyszczon clarified it was the last Commission who voted for the other improvements to Treasure Bay. Mayor Doctor supported green space, opined on the possibility of a Pop Stroke based on size, noted usage of the prior golf course was not as high as people believed, thought a better utilization of the space was possible, noted the living shoreline did allow for more nature, and would consider Pop Stroke-type facility.

Commissioner Dickey relayed a positive experience with golf courses and pedestrian traffic. Vice Mayor Vaszquez did not believe there would be cooperation between golfers and pedestrian traffic. Commissioner Clark referenced a slide show he had brought to a different meeting, liked the idea of a community gathering place, clarified the bandshell would be small, liked the idea of more pickleball courts, wondered if there was an acceptable compromise when it came to the golf course, thought the City should work with the golfers to find a compromise, and suggested a small restaurant.

Vice Mayor Vasquez wondered if there was room for boat docks. Director Hayduke said it was possible if the dock was extended beyond the living shoreline. Commissioner Clark thought there should be some compromise on what the golf feature would be.

D. PUBLIC COMMENT

Ms. Kim Cavello, 10222 Paradise Boulevard, suggested intermediate and regular put-put golf, liked the splash pad, and questioned the size/length of concerts.

Mr. Pat Patterson, Sandy Hook Road, reflected on 2017/2021 public meetings where residents did not favor an amphitheater, walking trails, or exercise equipment and felt restoration of the golf course was the top priority.

Commissioner Clark commented the amphitheater he was imagining was a small feature.

Ms. Amanda Deatz, Sandy Hook Road, opposed the bandshell and the restaurant/bar, believed increasing the amenities would increase parking/traffic/crowds in the area, and noted there was no updated information for the strategic plan or master park plan.

Ms. Barbara Muno, Village of Paradise Island, appreciated Commissioner Dickey for listening to residents, commented the golf course was in disrepair because there was no budget for repairs, asserted there were plenty of places to have concerts, and did not know where people would park.

Ms. Marie Barba, resident, believed there should be an emphasis on natural preservation, did not believe the City could afford the suggested improvements, and commented on possible parking spots and events held on the beach.

Ms. Lauren Doak, Village of Paradise Island, wondered about the location of exercise equipment, advocated for the golf course, and wanted the amphitheater and farmers markets in the center of town.

Ms. Joan Keenan, Paradise Island Towers, requested the Commission consider the logistics of the proposal and believed the Commission was focused on bringing tourists/generating revenue, not providing a commodity to citizens.

Ms. Jill Costenbaiter, Treasure Sands, wanted to know when Pickleball Courts would be open at Treasure Bay. Director Hayduke said they were in the process of final repairs.

Mr. Ted Kusizak, resident, reflected on the experiences in Treasure Island and did not believe Treasure Bay was the area for community events.

Mr. Roger Evans, 504 Sandy Hook Road, commented the golf course took in $150,000 every year, noted the prior Commission had said pedestrian walkways were compatible with golf courses, and stated the community spoken several times about maintaining the golf course.

Mr. Mark Hohe, District 3, distributed materials and commented on Treasure Bay's history, expenses, and future visioning.

Mr. Robert Bozzo, District 1, asserted Treasure Bay should be an important element of the City, felt amenities should be revenue neutral, believed it was good to have golf, and praised the Vice Mayor for bringing the item forward.

Vice Mayor Vasquez commented on the golf course expenses and would work with staff to determine exact revenue numbers, said the purpose of the workshop was to have a conversation with the community for feedback and compromise, and believed the City had to take steps forward because the site was deteriorating.

Commissioner Clark believed the Commission needed to come to some consensus and suggested Public Works Director Gary Volenec come up with 4 to 5 scenarios for the Community to review. Commissioner Czyszczon asked if there could be a workshop for the public, facilitated by the University of South Florida, to come up with a master plan for the site. City Manager Van Zant said in the first meeting in December, he would bring a list of priorities and the Commission could direct the order of the priorities. Commissioner Dickey wanted assurance the residents would make decisions on the property. Commissioner Clark and Vice Mayor Vasquez emphasized the Commission would be listening to citizens. Mayor Doctor did not believe the parks needed to make a profit.

E. ADJOURNMENT

The meeting was adjourned at 6:17 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, NOVEMBER 18, 2025 – 5:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. CALL TO ORDER

Mayor Doctor called the meeting to order at 5:01 p.m., announced Items G.2 and G.3 would be continued by the applicant; Item G.6, was granted a continuance by request of applicant. Commissioner Dickey was opposed to the continuance on G.2 and G.3 because residents had spent months preparing for the item and asked City Attorney Ralf Brookes if the continuance had to be granted. Mayor Doctor said the continuance could be discussed at the Regular Meeting and said Item G.11 had been rescheduled for the workshop on December 2, 2025.

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

B. CITY MANAGER AND CITY ATTORNEY REPORT

C. DISCUSSION

B.1 Grants Update

Chief Financial Officer (CFO) Victor Ortiz shared a presentation contained in the background material. Commissioner Dickey was surprised by the cost share distribution and asked why there was a large cost share distribution. CFO Ortiz shared the cost share amounts for individual grants and continued the presentation. Commissioner Clark questioned what recent grants had been received. CFO Ortiz responded the City received State funding for the public safety facility and a small EMS grant and offered to update the Commission on grant progress once or twice a year.

Commissioner Clark wondered when there would be an update on the pending grants. CFO Ortiz said there would be an update around May 2026 and resumed the presentation. Commissioner Dickey relayed expected timelines for the County and State grants and the work done by the City's Grants Manager. CFO Ortiz continued the presentation. City Manager Charlie Van Zant relayed information from the County regarding eligibility of Community Development Block Grant (CBDG).. CFO Ortiz concluded the report. Following remarks, Commissioner Czyszczon asked for monthly updates on the grant. CFO Ortiz said he would bring any changes to the Commission as they occur and provide an update once or twice a year.

B.2 Ordinance 2025-33, Mandatory Lot Mowing Program (Commissioner Clark)

James Dixon, Code Enforcement Supervisor, shared a presentation contained in background material. Mayor Doctor asked if there was adequate staff to support the program. Supervisor Dixon said additional support would be helpful. City Manager Van Zant said there were not adequate resources to support the program, said there was a staff person in mind to handle the issue, and said it would take another person to handle the program. Mayor Doctor wanted confirmation it would take an additional person. Commissioner Clark wondered if the fees would fund the requested position. Assistant City Manager Bobbie Shay Lee asserted the position would assist multiple departments administer the program. Commissioner Dickey asked about the 1-3 business days to inspect code violations. Supervisor. Dixon noted staff attempted to document the violation quickly.

Commissioner Czyszczon wanted to know about sodding/seeding vacant lots. City Manager Van Zant explained that would require a separate ordinance and was more in line with beautification rather than health and safety. Commissioner Clark questioned how many open lawn cases there were. Assistant City Manager Lee said seeding/sodding was an existing ordinance that needed to be enforced. Supervisor Dixon said there was around 281 lawns that needed to be addressed.

Regarding the 401 open code cases, Vice Mayor Vasquez questioned if that included all cases. Assistant City Manager Lee noted a meeting with the new City Attorney and there were multiple avenues for addressing the variety of code cases.

Commissioner Dickey wanted to know whether the same Code Enforcement staff would be enforcing short-term rental compliance. There was consensus to move the item forward. Assistant City Manager Lee wanted clarification that the ordinance would move forward and staff would be requesting additional personnel to support it.

D. PUBLIC COMMENT

Ms. Diana Crabill, District 2, felt the ordinance should specify whether a response was needed in calendar or business days.

Ms. Sarah Pennington, Isle of Palms, felt the majority of the overgrown yards were owned by investors and empty parking lots that were not residential, and wanted the non-residential

properties to be addressed, and asked if the St. Petersburg Municipal parking lot could be addressed. Commissioner Dickey thought it was a good suggestion. City Manager Van Zant said the discussion with the St Petersburg had begun.

Ms. Pennington believed the yards would not continue to be a problem, wanted to know how much the staff person would be paid, what would happen to them once the yards were caught up with, and wanted to know how the City would address the rodents.

Assistant City Manager Lee said if the yards were addressed, there was plenty to do, and the City would do an RFP to get an abatement company to … Commissioner Clark questioned the cost for rodent abatement. Mayor Doctor asked why the ordinance was specific to residential properties. Interim City Attorney Gavin Rollins said the ordinance was not limited to residential properties and expounded on the ordinance. Assistant City Manager Lee spoke about the Treasure Island Beautification Program and how it could assist. Interim City Attorney Rollins detailed the appeal process contained in the ordinance.

E. ADJOURNMENT

The meeting was adjourned at 5:45 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, NOVEMBER 18, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

Mayor Doctor called the meeting to order at 6:00 p.m. and led in the pledge of allegiance.

A. ROLL CALL

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

B. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Mayor Doctor said the applicant had requested Items G.2 and G.3 be continued, the applicant for Item G.6 had requested the item be continued; and Item G.11 was pulled by Vice Mayor Vasquez. Vice Mayor Vasquez noted the item would be heard at the December 2, 2025, Workshop.

Commissioner Dickey was opposed to continuing Items G.2 and G.3 due to resident outreach and concern. Commissioner Czyszczon and Vice Mayor Vasquez agreed. City Attorney Ralf Brookes noted the code did not address continuances and said a continuation was at the Commissions' discretion, advised it would be best to ask the applicant why the continuance was requested, and explained the item was legislative in nature.

Vice Mayor Vasquez asked if there was a continuation date. Ms. Lauran Rubenstain, Hill Ward Henderson, said the continuance was because the applicant wanted to hear what the Commission did with planned developments (PDs) but did not have a continuance date in mind.

Responding to Mayor Doctor, Attorney Brookes suggested a motion to decide the issue. **Commissioner Dickey moved to deny the request for continuance, seconded by Commissioner Czyszczon**. Attorney Brookes said if the motion to deny was granted, public

comment could be heard when the application was heard. Vice Mayor Vasquez agreed the public had done a lot of outreach, noted the PD item has been delayed, and agreed the items should be heard. **The motion carried four to one; Mayor Doctor voted no.**

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

D. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Ms. Sarah Pennington, Isle of Palms, noted the recent requirement to submit comment cards within 15 minutes of the beginning of a meeting was not fair to working people or people with families and asserted people should be able to speak at any point in the meeting.

Ms. Barb Adams, Isle of Palms, wanted a master plan for the City, touched on height and density, said the residents did not want a planned development approach, wanted facts from developers about profitability, and spoke on how the Billmar Hotel had rebuilt without increased height.

Mr. Mark Hohe, District 3, noted the Community Development Director position had been advertised on October 24, 2025, supported the qualifications outlined in the job posting, and wanted to know why the position was advertised.

Ms. Laurie Warick, Paradise Island, wanted a master plan, not a PD approach; appreciated Mr. Jim Brainard's presentation; noted the Causeway had a lot of potholes; and believed there were Commissioners in collusion with City of Madeira developers.

Ms. Marie Barba, Sunset Beach, spoke about the City Charter's requirement for a referendum on increased height.

Mr. Allen Lunk, Sunset Beach, thanked Commissioners Clark and Dickey for voting no on previous votes for increased height and density.

Mr. West Evans, Isle of Palms, wanted to know why the master plan had not been placed on an agenda, said there was potential grants for master planning, asserted planned development could be utilized in the master plan.

E. APPROVAL OF MINUTES

E.1 Approval of the following Minutes: September 8, 2025, Budget Public Hearing; September 16, 2025, Regular Meeting; and September 18, 2025, Emergency Meeting.

Vice Mayor Vasquez moved to approve the minutes as presented, seconded by Commissioner Czyszczon, and carried five to zero.

F. CONSENT AGENDA

Vice Mayor Vasquez moved to approve the consent agenda, as presented.

Regarding Items F.1. and F.2., Commissioner Czyszczon asked who decided what was placed on the Consent Agenda. City Manager Van Zant explained Item F.1 was an amendment to an existing contract to be Federal Emergency Management Agency

compliant and Item F.2 was also an existing agreement but the item was to finalize the contract.

Commissioner Czyszczon seconded the motion. Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

F.1 Approval of Contract Amendment with USA Voltage, LLC for As-Needed Electrical Services

F.2 Piggyback Contract with Public Resources Advisory Group for Financial Advisor Services

F.3 Award Contracts to provide as-needed Specialty Services Contractor services to the City of Treasure Island

G. ITEMS OF BUSINESS

G.1 A Quasi-Judicial Proceeding- Case VAR-000537-2025- 8576 West Gulf Boulevard - Variance request to Section 68-541 for a 10-foot variance to the rear (waterfront setback) resulting in a 0-foot setback for the construction of a single-family residence.

City Attorney Brookes provided information on the process. City Clerk Lisa-Marie Kennedy gave the oath to those intending to speak. There was no disclosure of ex-parte communication.

Mr. Jason Maya, applicant, requested the Commission approve the variance. Floodplain Manager Jesse Miller explained the staff recommendation for denial/tabling was due to the Erosion Control Line (ECL) still pending. Responding to Vice Mayor Vasquez, Manager Miller noted there was no update on the ECL line. Commissioner Dickey asked about the setback for the new ECL. Commissioner Clark wanted to know if City staff could reach out to find out about when the ECL would be set.

Manager Miller said the variance needed to be determined based on current standards, not future potential situations. Mayor Doctor believed the Commission should table the item because of the previous action on a similar request. Vice Mayor Vasquez wondered if there should be a date where the tabled variances could be heard if the ECL was not determined. Attorney Brookes advised it was a good idea to continue the item to a date-certain. Vice Mayor Vasquez was more concerned because the application was for a house and asked if the application was heard again, could it be continued again. Attorney Brookes said if there was not a date certain, the item would have to be re-noticed. Commissioner Clark wondered if it should be continued to the end of January. Commissioner Dickey suggested the end of January.

Vice Mayor Vasquez moved the City Commission had determined that an unnecessary hardship does not exist pursuant to Section 70-221 of the Treasure Island Code of Ordinances, and had moved to table the item until January 20 at 6 p.m. and a variance request to Section 68-541 for a 10-foot variance to the rear (waterfront setback) resulting in 0-foot setback for the construction of a single-family residence, seconded

by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

G.2 Second Reading of Ordinance 2025-16 amending the City of Treasure Island Comprehensive (Comp) Plan to allow for Alternative Temporary Lodging Units, in alignment with the Countywide Plan.

G.3 Second Reading of Ordinance 2025-17 Amending the Land Development Regulations to allow for Alternative Temporary Lodging Units, in alignment with the City of Treasure Island Comprehensive Plan and Countywide Plan.

Attorney Brookes read the ordinance 2025-16 by title only. Commissioner Dickey was opposed to the ordinance and asserted Ordinances 2025-16 and 2025-17 were not consistent because 2025-16 did not exclude RFM-30. At the request of Mayor Doctor, Interim City Attorney Gavin Rollins noted the Land Development Regulations (LDRs) could be more restrictive than the Comprehensive Plan. Mayor Doctor wanted confirmation there was no conflict between Items Ordinances 2025-16 and 2025-17. Attorney Brookes explained the Comprehensive Plan could be more permissive and said the Commission could change the ordinance to limit it to RFM-50 from the Comp Plan and resubmit the ordinance to the State. Discussion continued on the interaction between Comp Plans and LDRs.

Ms. Laura Rubenstein shared a presentation contained in background material. Ms. Donna Jollymore, Thunderbird Beach Resort Manager, gave a presentation, as provided in background material.

Vice Mayor Vasquez reflected on the previous proposal of a master plan; stated Treasure Island was the only Pinellas County city that did not have PDs; shared previous efforts to have a special workshop to discuss PDs; asserted the master plan and PDs could be done without substantial delays to the Thunderbird application since it would require months for the demolition; and asked why the ordinances needed to be done before demolition had begun.

Mr. Avraham Ovaknin, Thunderbird Hotel Owner, said he had received quotes for demolition but wanted to defer additional expenses until future plans were known.

Commissioner Czyszczon said the back of the Thunderbird had been cleaned up.

Attorney Brookes read Ordinance 2025-17 by title only. Mayor Doctor called for public comment.

Ms. Marie Barba, Resident, did not want height to be increased and suggested five stories of hotel above a parking garage.

Ms. Brandy Long, Gulf Boulevard, wanted a master plan and questioned developers' assertions that current height and density were insufficient for profitable projects.

Mr. Grant Smith, Sunset Beach, commented the Thunderbird's public benefits were not sufficient, remarked on best practices previously distributed to the Commission, and did not want the Commission to change the nature of the City.

Ms. Derry Smith, Sunset Beach, distributed petitions and asserted the community did not want increased height.

Mr. Chris Downing, Isle of Palms, said the community would be in favor of reasonable increases in height and density and argued for a master plan.

Mr. West Evans, Isle of Palms, commented the Thunderbird had not demolished the property yet and did not believe the Commission knew what item was being voted on.

Mr. Mark Hohe, District 3, remarked the agenda had changed and thought Vice Mayor Vasquez's original item was to end discussion on the master plan.

Ms. Sylvia Stratus, 12025 Gulf Boulevard, was in favor of increased height.

Dr. Brianna Fox, Resident, was disappointed with the Commission, wanted a master plan, praised Commissioner Dickey's professionalism and preparedness, and remarked on the City's disrepair.

Ms. Barbara Driscoll, Sunset Beach, reflected on the history of the Thunderbird, commented on Mayor Doctor's past stance on height, and stated was opposition to the ordinances.

Ms. Renee Singleton, Ebb Tide Inn, argued for a master plan but did not want RFM-30 excluded for the amendments.

Vice Mayor Vasquez moved to instruct the City Manager and staff to go out for RFQ for a master planner, seconded by Commissioner Dickey. City Manager Van Zant explained the previous master plan process and said he would consult with the Chief Financial Officer to decide whether an RFP or RFQ would be more appropriate and run the advertisement for 30 days. Attorney Rollins clarified the difference between an RFQ and RFP. City Manager Van Zant asked to bring something back to the Commission on December 2, 2025, and then run the advertisement for 30 days. Vice Mayor Vasquez was okay with that.

The motion carried four to one; Commissioner Czyszczon voted no.

Referencing to the City's desire to explore master planner and PDs, **Vice Mayor Vasquez moved to deny Ordinance 2025-16 at the second and final reading, seconded by Commissioner Czyszczon.** Attorney Brookes clarified it was motion to deny the comprehensive plan amendment. **The motion carried four to one; Mayor Doctor voted no.**

Vice Mayor Vasquez moved to deny Ordinance 2025-17 at the second and final reading, seconded by Commissioner Dickey, and carried four to one; Mayor Doctor voted no.

G.4 Second and Final reading of Ordinance 2025-30, Amending Ch 18, Section 73, Saturday construction hours to begin no earlier than 8 a.m.

Attorney Brookes read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-30 at the second and final public hearing, seconded by Commissioner Clark, and carried five to zero.**

G.5 Second and Final Reading of Ordinance 2025-31 Beach Renourishment Charter Amendment

Attorney Brookes read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-31, Beach Renourishment Charter Amendment, at the second and final reading, seconded by Commissioner Czyszczon, and carried five to zero.**

G.6 **Applicant has requested the item be continued -** First Reading of Ordinance 2025-20, Comprehensive Plan Text Amendment PRMU-Core Density

G.7 Adopting Ordinance 2025 -34 for Additional Expenses of $7,900 for Purchase of the Self-Contained Breathing Apparatus

Attorney Brookes read the ordinance by title only. Following remarks, Chief Financial Officer (CFO) Victor Ortiz explained what the motion was requesting.

Vice Mayor Vasquez moved to give the City Manager Purchase Authority of $197,000 and approve Ordinance 2025-34 at the first public hearing and to schedule it for a second reading, seconded by Commissioner Czyszczon, and carried five to zero.

G.8 Approve Ordinance 2025-35, Amending the FY 2026 Budget due to Cost Increment Over the Budgeted Estimates

Attorney Brookes read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-35 at the first public hearing and to schedule it for a second reading at the December 16, Regular Commission meeting, seconded by Commissioner Czyszczon, and carried five to zero.**

G.9 First Reading of Ordinance 2025-32, Increase City Manager's Purchase Authority (Commissioner Dickey)

Attorney Brookes read the ordinance by title only. Vice Mayor Vasquez expressed discomfort with the $100,000 increase in spending authority for budgeted items. Commissioner Dickey shared the reasoning behind the ordinance. Vice Mayor Vasquez wondered if the $100,000 spending authority included contractors and questioned if the ordinance included emergency spending authority. CFO Ortiz responded. Vice Mayor Vasquez emphasized the questions were not personal and wanted Attorney Brookes to look into the emergency expenditures. **Vice Mayor Vasquez moved to approve Ordinance 2025-32 at the first reading and schedule it for a second and final reading and public hearing, seconded by Commissioner Clark, and carried four to one; Commissioner Czyszczon voted no.**

G.10 Public Safety Building – Approving Location and Project Direction

Vice Mayor Vasquez moved to establish the location of the new Public Safety Building at 108th Avenue; to rescind the previous vote designating the site north of City Hall;

to authorize the Design-Build method of project delivery; to acknowledge that the architect previously designated for the project might or might not be utilized; and to confirm that both the Fire Department and Police Department shall be included within the Public Safety Building complex, seconded by Commissioner Dickey, and carried four to one; Commissioner Clark voted no.

City Manager Van Zant confirmed the workshop topic for December 2, 2025; noted there was a hurricane recovery assistance liaison at the community center, would bring the RFP/RFQ for master plan that day; and asked if the Commission was amendable to canceling the December 16th meeting. The Commission consented to the cancelation.

Commissioner Dickey wanted to confirm Item G.11 was moved to December 2, 2025, at 5 p.m.

G.11 **Item moved to December 2, 2024, Workshop -** Amend the Comprehensive Plan to add PD Zoning (Vice Mayor Vasquez)

H. COMMISSIONER REPORTS

Vice Mayor Vasquez commented on community events and addressed relationships with City of Madeira Beach developers.

Commissioner Clark hoped to see everyone at Sanding Ovations.

Commissioner Czyszczon wanted agenda changes to be highlighted, shared he had been working to get verify the city had insurance and wanted Attorney Brookes to review the insurance, agreed comment cards should be accepted after 6:15 p.m., wanted to know the status of moving roll call to the beginning of the of the workshop and moving public comment to the end of the regular meeting.

Commissioner Dickey also wanted comment cards accepted after 6:15 p.m. and gave an update on beach nourishment project.

Mayor Doctor thanked the Rotary Club with Admiral Faraguet and Adopt a Beach with City beautification and appreciated everyone attending the meeting.

I. ADJOURNMENT

The meeting was adjourned at 8:33 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, DECEMBER 2, 2025 – 5:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 5:00 p.m. and led in the pledge.

B. ROLL CALL

Present:

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

Absent:

Commissioner Chris Clark

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS – Not addressed.

D. DISCUSSION

D.1 Amend the Comprehensive Plan to add Planned Development (PD) Zoning (Vice Mayor Vasquez)

Vice Mayor Vasquez introduced the item. After suggesting the item be postponed due to Commissioner Clark's absence, **Commissioner Dickey moved to postpone the item, seconded by Mayor Doctor.** Vice Mayor Vasquez did not believe postponing the item was beneficial, felt the Commission should have more information about PDs, stressed PDs and master plans were not inconsistent, and said the master plan should also be postponed if the PD discussion was postponed.

Commissioner Czyszczon questioned if Vice Mayor Vasquez had been working with City Attorney Gavin Rollins and asked Attorney Rollins how many hours had been billed for the work. Commissioner Dickey wondered if Attorney Rollins would be willing to leave his

presentation for future consideration. Attorney Rollins noted it was a public record. Commissioner Dickey reiterated he wanted to postpone the item for Commissioner Clark. Vice Mayor Vasquez wanted the second meeting in December to be rescheduled so the item was not postponed too long.

Mayor Doctor did not believe the master plan and PDs were separate or needed to be heard concurrently. Vice Mayor Vasquez wanted to clarify the issue for the public. In response to audience chatter, talks ensued on meeting decorum.

City Manager Charlie Van Zant stated Commissioner Clark had requested the January 6, 2026, meeting be moved to January 5, 2026, and wanted the Commission to consider that when deciding what to do with the item. Commissioner Czyszczon believed the second meeting in December should be reinstated.

Commissioner Dickey asked if Commissioner Clark had relayed his opinion on postponing the discussion. City Manager Van Zant was not comfortable relaying Commissioner opinions in their absence.

Answering Commissioner Czyszczon, City Attorney Becky Vose stated a motion would fail if the vote was two in favor and two against.

The motion failed two to two; Vice Mayor Vasquez and Commissioner Czyszczon voted no.

Attorney Rollins reviewed a presentation, as contained in background material. Commissioner Dickey asked if PDs were applied all over the City or limited to specific zones. Attorney Rollins said he would address that and resumed the presentation.

Vice Mayor Vasquez requested Attorney Vose expound on other planning tools. Attorney Vose said if the City adopted a master plan, the Commission could ask the master planner to explore options and referenced other City's planning approaches, noted the City had to consider Senate Bill 180 in any development approach, and favored a master plan to explore development options. Commissioner Dickey questioned the St. Pete Beach benefits from a conditional use agreement and asserted nothing in the agreement that could not be achieved from a development agreement. Attorney Vose reflected the City needed incentives and rules to encourage the development the City wanted.

Vice Mayor Vasquez believed PD zoning and other development tools were beneficial and more transparent. Attorney Vose felt neighborhood meetings were essential.

E. PUBLIC COMMENT

Mr. Grant Smith, Sunset Beach, referenced a 2009 meta-analysis on PD and wanted to ensure any PDs resulted in public benefit.

Mr. Mark Hohe, District 3, referenced comments the public was delaying development, reflected on the public impact on past votes, and inferred developers were encouraging the discussion on PDs.

Ms. Barb Adams, 11445 8th Street East, asserted the master plan should come before the PD discussion.

Ms. Marie Warich, Paradise Island, did not want to discuss PD, asserted there were Commissioners in cahoots with developers, and wanted the full attention of the Commission.

Mr. Chris Downing, Isle of Palms, believed there was agreement on the master plan, favored PDs, but wanted a master plan done first.

Commissioner Dickey supported PDs; felt they should be limited to RFH-50 (West side of Gulf Boulevard), PR-MU Core (107th Avenue), PR-MU (Gulf Boulevard/the Gator's Property), the Treasure Island Yacht club, and lots within those zones that were greater than 1.5 acres; and did not want height/density above the comprehensive (comp) plan. Attorney Vose said it depended on how the comp plan was written. Commissioner Dickey wanted the master plan implemented first and PDs incorporated into the master plan.

Vice Mayor Vasquez agreed with the zoning areas and felt the work could be incorporated into the work with Kimley-Horn to be more cost effective. Mayor Doctor asserted PDs were a great tool and felt PDs could be used to help get beach visibility.

Commissioner Czyszczon agreed with the areas and safeguards, but wanted the December 16, 2025, meeting rescheduled and the item be placed on the agenda.

Responding to Vice Mayor Vasquez, Attorney Vose said she had heard a lot of ideas, confirmed PDs could be done in tandem with the master plan, and asked if Kimley-Horn would be doing the master plan. City Manager Van Zant said direction could be given during the regular meeting about how to move forward with the PDs.

Mayor Doctor asked for clarification if the Commission could change the January 6, 2026, meeting to January 5, 2026. There was consensus to move the meeting.

Attorney Vose wanted authorization to work with Kimley-Horn on the land development regulations update. There was consensus.

F. ADJOURNMENT

The meeting was adjourned at 5:57 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, DECEMBER 2, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. CALL TO ORDER

Mayor Doctor called the meeting to order at 6:08 p.m.

Present:

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

Absent:

Commissioner Chris Clark

Commissioner Czyszczon wanted to move Items E.2., E.3, and E.4, to the Regular Items of Business before Item F.2. There was consensus. Commissioner Czyszczon moved to reinstate the December 16, 2025, Commission meeting (The motion was subsequently withdrawn.) Vice Mayor Vasquez asked if City Attorney Becky Vose felt there was need for more direction before working with Kimley-Horn and asked if City Attorney Ralf Brookes would be available for a meeting on December 16, 2025. Mayor Doctor said he had conflicts. Commissioner Czyszczon withdrew his motion**.**

Commissioner Czyszczon noted Attorney Rollins did not have adequate insurance, asked the City Attorney to review whether the insurance met the criteria needed, and submitted insurance documents for the record.

B. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

B.1 Recognition of retiring Firefighter/EMT Joe White after 26 years' service to the residents and visitors of Treasure Island.

Fire Chief Trip Barrs presented the recognition and Deputy Fire Chief Tom Brennan announced there would be a retirement celebration.

C. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mr. Tom Barr, Sandy Hook Road, did not believe there was transparency in the City, submitted questions into the record, and requested responses.

Ms. Diana Crabill, District 2, presented checks to Chief Barkley and Chief Barrs from the Islettes for holiday parties.

Mr. Buzzy Barnett, Resident, favored a master plan and hoped the City would move forward.

Ms. Maryellen Heure, 240 108th Avenue, noted an email sent to the City Manager and stressed concerns about e-bike safety.

Ms. Brandy Long, Gulf Boulevard, announced there was an official effort to recall Commissioner Czyszczon.

Mr. Jeff Baynon, Isle of Palms, spoke about the disrepair of the St. Peterburg parking lot.

Mr. Mark Hohe, District 3, referenced an attorney opinion regarding altering the agenda outside of the meeting and read an email from Commissioner Dickey on the topic, and wanted clarification on the direction given to Attorney Vose regarding PDs.

D. APPROVAL OF MINUTES

D.1 Approval of the following Minutes: October 21, 2025, Workshop; October 21, 2025, Regular; and October 27, 2025, Special Joint Meeting.

Vice Mayor Vasquez moved to approve the minutes as presented, seconded by Commissioner Dickey. The motion carried four to zero.

E. CONSENT AGENDA

Vice Mayor Vasquez moved to approve the Consent Agenda, E.1, as printed, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. **The motion carried four to zero.**

E.1 Authorize City Manager to Execute Contract for MCCI LaserFiche Cloud Upgrade

F. ITEMS OF BUSINESS

F.1 Second and Final Reading of Ordinance 2025-33, Mandatory Lot Mowing Program (Commissioner Clark)

Vice Mayor Vasquez moved to approve Ordinance 2025-33 at the second and final reading and public hearing, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. **The motion carried four to zero.**

F.2 Authorization of Purchase Order for Sidewalk Restoration for the Gulf Boulevard Undergrounding Project (Previously E.2)

Commissioner Czyszczon believed the cost per square foot was too high, wanted to know if there were bids received, and where the money was budgeted. Public Works Director Gary Volenec agreed the price was high but it was due to the project not being contiguous and requiring multiple mobilizations, explained that the funds were from the Penny for Pinellas funds, but a contract had been approved requiring the City pay for all repairs, and said a continuing contract had been used and was in compliance with procurement process. Commissioner Czyszczon questioned repairs to the easements. Director Volenec said he would address those issues.

Vice Mayor Vasquez moved to authorize the City Manager to execute a purchase order with C&T Contracting, an approved handyman contractor, in the amount of $75,319 for sidewalk restoration within the Gulf Boulard utility underground project area, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. **The motion carried four to zero.**

F.3 Authorize the City Manager to execute the Construction Work Order for the Treasure Bay Clubhouse Repairs (Previously E.3)

Commissioner Czyszczon wanted the restrooms immediately fixed but did not want to put additional funds in the clubhouse since the building was at end of life and Treasure Bay plans were unknown. Director Volenec stated he had requested alternative quotes for windows that were less expensive but were not received by the agenda deadline and asked for authorization to move forward with interior repairs. Vice Mayor Vasquez asked what was wrong with the windows. Director Volenec said some of them were broken. Vice Mayor Vasquez agreed not to spend too much money on a building that was at end of life. Director Volenec was attempting to make repairs that would last a few years. Vice Mayor Vasquez suggested only repairing broken windows.

Parks and Recreation Director Cathy Hayduke said some of windows were cracked and held together by tape and tint.

Commissioner Czyszczon suggested moving forward with the $95,000 interior repairs and have Gary come back with a better price for replacing the glass. Mayor Doctor made remarks and called for public comment.

Mr. Rick Matthews, 104th Avenue, was concerned there was no scope of work for Treasure Bay and felt it was too much money.

Vice Mayor Vasquez moved the City Commission authorize the City Manager to execute the construction work for the interior repair of $95,681.20 for Treasure Bay interior clubhouse repairs, seconded by Commissioner Czyszczon. The motion carried four to zero.

F.4 Authorize the City Manager to execute the Construction Work Order for the Repair of the Sunset Beach Pavilion (Previously E.4)

Commissioner Czyszczon felt the amount was too high, wondered if there were three bids for the work, questioned where the money was budgeted, and referenced Item F.5, the budget amendment, did not match the amount of the repairs.

Director Volenec said there were three bids, and the one presented was the most competitive. Chief Financial Officer Victor Ortiz explained the pavilion insurance funds were put in the general fund.

Vice Mayor Vasquez moved the City Commission authorize the City Manager to execute the construction work order for the repair of Sunset Beach Pavilion, seconded by Commissioner Dickey. Commissioner Dickey was surprised at the cost and wanted to know if the plan was to put the structure back in its original condition. Director Volenec said that was the intent. Director Hayduke said the concession area would be storage.

The motion carried four to zero.

Mayor Doctor noted items continued to be removed from the Consent Agenda and Commissioners should request items be removed prior to the meeting. City Manager Van Zant asked if the Commission wanted items moved at the request of one Commissioner or if there should be a policy determining when items should be placed on the Consent.

F.5 First reading of Ordinance 2025-36, for Expense of Beach Pavilion and Treasure Bay Clubhouse Repairs, and adding an FTE Community Development Administrative Assistant (Previously F.2)

Attorney Vose read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-36 at the first public hearing and to schedule it for a second reading at the January 5 Regular Commissioner Board Meeting, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment; there was no response. Commissioner Dickey wanted to know if the FTE was for Code Enforcement to administer the mowing ordinance. Answering Commissioner Czyszczon, Director Ortiz said the budget amendment amount for the FTE was eight months of annual salary. **The motion carried four to zero.**

F.6 Adoption of Resolution 2025-27, Electing to Not Exempt Property From Ad Valorem Property Tax (Previously F.3)

Vice Mayor Vasquez moved to adopt Resolution 2025-27, seconded by Commissioner Dickey. Mayor Doctor called for public comment; there was no response. **The motion carried four to zero.**

F.7 Non-Exclusive License Agreement with Two Mermaids Beach Resort for Parking Access (Previously F.4)

CFO Ortiz shared a presentation as contained in background material. Vice Mayor Vasquez emphasized beach parking was premium, did not want to set precedent for low parking contracts with businesses or the City to loose revenue, and did not want a three-year contract. Commissioner Czyszczon wanted the cost to be $5,000 a year. Commissioner Dickey noted a predecessor had suggested $800 a year, highlighted the hotel had no other parking spaces due to the Gulf Boulevard widening, felt a 50 percent discount off the market rate would be good to be business friendly, which was $2,400 per space. Vice Mayor Vasquez questioned if the establishment had any building/demolition progress. CFO Ortiz

would research the issue. Responding to Commissioner Dickey, CFO Ortiz said the only communication received from the establishment was about the parking agreement and said they had paid their business tax. Vice Mayor Vasquez said if they did not reopen, the business may rent the spaces for profit. Commissioner Dickey highlighted the contract allowed the City to terminate the contract if the building was sold and wanted a discussion about whether the company intended to reopen. Vice Mayor Vasquez favored the $20,000 if they intended to reopen. CFO Ortiz offered the possibility of few spaces if they were not intending to reopen. Vice Mayor Vasquez said if it was two spaces, the Commission should reexamine the pricing.

CFO Ortiz would contact the establishment to find out if they would be reopening; if not, would discuss the possibility of renting two spaces instead of eight.

Vice Mayor Vasquez moved to table the item until the next meeting for further information, seconded by Commissioner Dickey. Mayor Doctor called for public comment; there was no response. **The motion carried four to zero.**

F.8 Authorization to Proceed with the Consultant Selection Process for the Treasure Island Master Plan Project (Previously F.5)

City Manager Van Zant shared a presentation, as contained in background material, and sought direction on the scope of the Request for Qualification (RFQ). Vice Mayor Vasquez believed the PD zoning suggestions were the same for the master plan and asked for clarification on what was requested. City Manager Van Zant wanted to know the locations for the master plan, wondered if it was the same areas Commissioner Dickey mentioned during the PD workshop discussion. Vice Mayor Vasquez believed it should be the same as referenced during the workshop. Commissioner Dickey restated the areas were RFH-50, PR-MU Core, 107th Avenue, PR-MU Gulf Boulevard, area known as Gator's Property, and area known as the Yacht Club Property and expressed concern with the solicitation period of four months. Director Ortiz said the solicitation, evaluation, and award would take four months. Regarding criteria, Commissioner Dickey wanted to drop the relevant Florida experience criteria and only include relevant experience. Vice Mayor Vasquez would be okay with coastal experience. Attorney Vose said Florida had complex statutes that would be difficult to navigate if they were not familiar with Florida laws. Vice Mayor Vasquez emphasized there were Florida-specific technicalities.

Mayor Doctor noted new builds needed to be bigger for additional residents and mixed-use and wanted an architect and master planner that could design appropriately. Economic Development Director Joan Goodrich touched on the impact of mixed-use development.

Commissioner Dickey wanted to see deliverables before March 2027 built in, referenced suggestion for the PR-MU Economic Core feasibility study to determine whether the area could be developed based on the current code to determine whether profitability was feasible; if profitability was not feasible, an analysis of what would be required for it to be feasible. Vice Mayor Vasquez liked the idea and asked if the suggestion was to be done in tandem with the master plan. City Manager Van Zant wanted to know if the Master Planner

would do that. Commissioner Dickey said that would be fine and submitted documentation into the record.

City Manager Van Zant said he would come back in February with additional details. Mayor Doctor asked if there would be a deadline. City Manager Van Zant said the deadline for submissions would be January 30, 2026. CFO Ortiz said he would work with the City Attorney to develop the RFQ and said the RFQ would be brought back to the Commission for their approval. Mayor Doctor asked if the item could be distributed to the Commission individually for feedback. Following remarks, Attorney Vose confirmed the RFQ could be distributed to the Commission for feedback. City Manager Van Zant said he would get feedback and bring back the item on January 5, 2026, for final Commission approval. Answering City Manager Van Zant, Commissioner Clark did not want the criteria limited to Florida experience. Commissioner Czyszczon, Vice Mayor Vasquez, and Mayor Doctor wanted Florida experience included due to Florida's unique restrictions.

City Manager Van Zant reiterated he would bring back a full RFQ for review on January 5, 2026, for a vote. Attorney Vose said if the Commission was not clear, there should be a vote.

Vice Mayor Vasquez moved to direct the City Manager to proceed with the RFQ solicitation for Treasure Island Master Plan with the parameters and scope of service discussed in the meeting, including it being Florida experienced, seconded by Mayor Doctor. The motion failed two to two; Commissioners Czyszczon and Dickey voted no.

Mayor Doctor called for public comment.

Mr. Mark Hohe, District 3, believed the criteria included in the handout were inadequate, read an email from City staff asserting the scope was vague, and did not believe the City was ready to move forward.

Commissioner Dickey agreed there needed to be a better scope of service.

Commissioner Dickey moved to direct the City Manager to proceed with a stronger more in-depth scope of service to go along with the RFQ for the master development plan. (The motion died for lack of a second.)

F.9 Sunshade Installation at Rosselli Park Playground (Previously F.6)

Director Hayduke explained the need for the item and said if the item was approved, a budget amendment would be brought back for approval.

Following comments, **Vice Mayor Vasquez moved to approve the City Manager to move forward with the contract presented by Project Innovations and Spending Authority in the amount of $191, 624.40 to Project Innovations, seconded by Mayor Doctor.**

Commissioner Dickey said a shade was installed at Sunset Beach Park for approximately $30,000, was not confident in the City's financial situation, and would like to either cut the project back to 1-2 shades or table the item until next year to look at the first quarter report to ensure the City could afford the project. Vice Mayor Vasquez did not believe 2-3 shades would be sufficient and felt the money would be a public benefit. Commissioner Dickey

reiterated that he was not in favor of approving the item until February when there would be a better financial understanding and believed 1-2 shades would be sufficient in the meantime. Vice Mayor Vasquez said it was important for the equipment and turf to be covered. Mayor Doctor asked what the lifespan of the shades were. Director Hayduke said there was a warranty, reflected another shade lasted 8-9 years, and said there was a 10-year warranty. Commissioner Czyszczon said the park was hot, liked the design, but thought it was a lot of money, and suggested doing the project in phases. Director Hayduke said installation costs would go up in the long run, but a phased approach was possible. Commissioner Czyszczon questioned if the project could be downsized. Vice Mayor Vasquez reiterated the need for the sails. Mayor Doctor called for public comment.

Mr. Jeffrey Baynon, Resident, expressed concerns with the amount of money involved.

The motion carried three to one; Commissioner Dickey voted no.

G. COMMISSIONER REPORTS

City Manager Van Zant appreciated staff's efforts and recapped Commission direction during the meeting. City Clerk Lisa-Marie Kennedy noted there were workshop items scheduled for January 5, 2026.

Referencing resident questions regarding signs, Vice Mayor Vasquez questioned if Public Works had considered the repair of City neighborhood signs and relayed an upcoming conference.

Commissioner Czyszczon wanted to see a staff report for each agenda item and wanted to know the final consensus on Commissioners removing agenda items from the Consent Agenda. City Manager Van Zant sought guidance on how to proceed with removing items from the Consent Agenda. Commissioner Dickey agreed any one Commissioner could request an item be moved to Items of Business. Commissioner Czyszczon believed it would save time. City Manager Van Zant was fine with that. Mayor Doctor did not want a Consent Agenda. Commissioner Dickey did not feel Consent was for high priced items. Vice Mayor Vasquez believed a price limit would be helpful. Commissioner Czyszczon agreed. Mayor Doctor believed the Consent Agenda was inefficient and should be for items that have already been budgeted. The Commission consented that any Commissioner could pull an item from the Consent Agenda.

Commissioner Dickey wanted a master plan to move forward, but did not want a Florida restriction, and was disappointed the Commission did not move forward. Attorney Vose thought it could have been her comment that threw off the discussion, did not believe the consultant be Florida based, only that they have Florida experience. Commissioner Dickey asked if the motion could be re-worded to the planner have Florida experience.

Commissioner Dickey said December 13, 2025, was the Santa stroll.

Mayor Doctor appreciated everyone's efforts for Sanding Ovations, praised the Islettes work with the Police Department, spoke on community events, and noted the Florida League of Cities Conference in Orlando.

Vice Mayor Vasquez moved to direct the City Manager to proceed with the RFQ solicitation for Treasure Island Master Plan with parameters and scope of services discussed in the meeting, including that the planner have Florida experience, seconded by Commissioner Dickey. (The motion was subsequently withdrawn.)

Mr. Mark Hohe, District 3, believed it was suspect the City Attorney was advocating for a firm, thought it was interesting the decision was being made after most of the public left, did not like the scope of work, and wanted a scope of work for the City Attorney.

Commissioner Dickey clarified he wanted to work on the scope between now and the next meeting, not to move forward with the RFQ, and thought it was a weak scope of services. Commissioner Dickey wanted to know how the City Manager would develop a scope. City Manager Van Zant stated the scope would be refined with the areas added by the Commission, let Attorney Vose review it, then send it back to the Commission for individual comments, and bring a final scope of work at the January 5, 2026, meeting, send that RFQ out for 30 days and bring back the responses in early February. Commissioner Czyszczon agreed the scope was weak.

Vice Mayor Vasquez withdrew the motion. Commission Dickey withdrew the second.

H. ADJOURNMENT

The meeting was adjourned at 8:15 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

AGENDA ITEM NO. F.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 5, 2026
SUBMITTED BY:	Jessica Modrak, Finance
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Execute Contract with State to accept $1.5 Million state appropriations for the rebuild of the Public Safety Building
BACKGROUND:	Chief Barrs applied for Fiscal Year 2025-26 Appropriations Project Request for the replacement and elevation of the public safety building that was destroyed by Hurricanes Helene and Milton.
POLICY/PURPOSE:	Execute Contract with State to accept $1.5 Million state appropriations for the rebuild of the Public Safety Building
STRATEGIC PLAN RELEVANCE:	Goal 2: Maximize the utilization of the City's resources Objective 2: Continue towards the replacement of City facilities Bold Action 3: Plan and finance a new Public Safety building
ANALYSIS/DISCUSSION:	In signing, the city is bound by all the terms and conditions set by the Florida Division of Emergency Management to receive reimbursement for these funds.
FUNDING:	$1,500,000 million, no city required match
MOTION:	

ATTACHMENTS:
City of Treasure Island Contract.pdf

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **City of Treasure Island, Florida** (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any

express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Leonardo Washington
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-296-5996
Email: Leonardo.Washington@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Jessica Modrak
10451 Gulf Blvd.
Treasure Island, Florida 33706
Telephone: 727-547-4575
Email: jmodrak@mytreasureisland.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin on upon execution by both parties and shall end on **June 30, 2028,** unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Proposed Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$1,500,000.00**.

d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable

discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the

public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
DEMSingle_Audit@em.myflorida.com
OR
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may

take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment D.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the

extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes..

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Proposed Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Justification of Advance Payment

Attachment E – Warranties and Representations

Attachment F – Certification Regarding Debarment

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the Recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), Florida Statutes, the Division may issue payment of submitted invoices for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. The Recipient may elect in writing to exercise this

provision as long as the Recipient is a county or municipality which is a rural community or rural area of opportunity, as defined in section 288.0656(2), Florida Statutes, and demonstrates financial hardship. A county or municipality located within a financially constrained county, as defined in section 288.67(1), Florida Statutes, is deemed to have demonstrated a financial hardship for the purposes of this provision.

d. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment F) for each intended subcontractor that Recipient plans to fund under this

Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to

the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

t. If applicable, pursuant to Section 255.0993, Florida Statutes, the Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know

could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

City of Treasure Island

By: _____

Name and Title: _____

Date: _____

FID# _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Kevin Guthrie, Director, or Ian Guidicelli, Response Bureau Chief, as Authorized Representative.**

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency **Florida Division of Emergency Management**

Catalog of State Financial Assistance title **City of Treasure Island Public Safety Building**

Catalog of State Financial Assistance number **31.064**

Amount of State Funding: **$1,500,000.00**

ATTACHMENT A

Proposed Budget and Scope of Work

I. PROPOSED BUDGET

Category	Anticipated Expenditure Amount
Salary and Benefits	$0
Other Personal/Contractual Services	$0
Administrative Expenses (Limited to no more than 5%)	$22,500
Expenses	$0
Fixtures, Furniture, and Equipment (Limited to no more than 20%)	$0
Operating Capital Outlay	$0
Fixed Capital Outlay	$1,477,500.00
Total Expenditures	$1,500,000.00

II. BACKGROUND

As documented by Chapter 2025-36, Laws of Florida, Section 6, Specific Appropriation 2461, the Legislature and the Governor appropriated $21,675,131 of Fixed Capital Outlay funds for construction of "City of Treasure Island Public Safety Building."

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2461   GRANTS AND AIDS TO LOCAL GOVERNMENTS AND NONSTATE ENTITIES - FIXED CAPITAL OUTLAY
       EMERGENCY MANAGEMENT CRITICAL FACILITY NEEDS

       FROM GENERAL REVENUE FUND. . . . . . . . . . . . . . . . . 21,675,131

       From the nonrecurring funds from the General Revenue Fund in Specific Appropriation
        $1,500,000 shall be allocated as follows: (in part)

       City of Treasure Island Public Safety Building
       (Senate Form 2355) (HF 2325).....................................1,500,000
```

City of Treasure Island has dealt with Hurricanes Helene and Milton that caused flooding to the police and fire station which sustained substantial damage and is unable to be repaired due to FEMA regulations. A replacement facility is required in order to provide law enforcement, fire and EMS services to the community. This replacement of the public safety building would be

hardened, elevated above the floodplain, and also house the City's Emergency Operations Center (EOC).

III. SCOPE OF WORK

A. Funds have been allocated to the Recipient for the design and construction of a City of Treasure Island Public Safety Building (COTIPSB). Per Senate Form 2355 and House Fund (HF) 2325 City of Treasure Island will replace and elevate the existing public safety building that was destroyed by Hurricanes Helene and Milton so that first responders can provide necessary services to the community and immediately respond to future storms. This facility will be elevated and hardened to comply with FEMA requirements for use by the City's police and fire departments as well as our municipal Emergency Operations Center (EOC).

The COTIPSB shall be designed and constructed in accordance with the International Code Council's ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2021) or, where hurricane provisions are more stringent, the 2023 Florida Building Code, 8th Edition (Risk Category IV Buildings).

B. Reimbursable costs for the future new COTIPSB site work include: architectural and engineering services; construction management services; general conditions; site survey and soil testing; necessary permits and regulatory fees; construction site cut, fill, grading and landscaping; civil, utilities and access driveway and parking site work; site safety, security and soil erosion and sediment control measures; and if applicable, costs associated with Leadership in Energy and Environmental Design (LEED) or Green Globes certification. Any remaining funds may be used on Fixtures, Furniture, and Equipment (FFE) as an allowable cost up to 20% of the total allocated amount for this contract.

C. The COTIPSB site work project's measurable outcome is a new Public Safety Building that will be elevated and hardened to comply with FEMA requirements. City of Treasure Island Emergency Management staff shall have rent-free use of the future new COTIPSB for the life of the facility. The Recipient shall submit a binding written statement to the Division that real property improved with funds authorized by this funding agreement (Agreement) shall be dedicated for emergency management purposes from the date of receipt of certificate of occupancy or completion (CO) from the Authority Having Jurisdiction (AHJ) for a period of fifty (50) years, the estimated life of the future new COTIPSB, or until the end of the useful life of the facility as agreed to by the Division. The Recipient shall ensure that the future new COTIPSB site work completed with the fixed capital outlay funds granted by this Agreement shall be used for the City's future new primary COTIPSB.

D. The Recipient agrees to maintain the site work for the future new COTIPSB in good repair and functional condition for the life of the work from the date of issue of the AHJ's CO.

E. If the Recipient fails, during the period of time established by this Agreement, to operate, maintain, repair and administer the work in accordance with the purposes for which the funds were originally granted, the Recipient shall return to the Division, no later than upon demand by the Division, an amount calculated as follows:

a. The full amount of the grant funds for the first full year subsequent to the date of issue of the subject site work's CO by the Authority Having Jurisdiction; or,

b. Beginning with the second full year subsequent to the date of issue of the subject site work's CO by the Authority Having Jurisdiction, the amount of the grant less one-and-a-half (1.50) percent for each full year for which the site work was used for such purposes, e.g., Year 2 = $1,477,500, Year 3 = $1,455,338.

The determination of Recipient's failure to operate, maintain, repair, and administer the work in accordance with the purposes for which the funds were originally granted is at the sole discretion of the Division.

If the Division and Recipient, through mutual agreement, terminate this Agreement prior to the expiration date, the Recipient shall return to the Division, no later than upon demand by the Division, an amount not less than that calculated by a. or b. above, as applicable.

F. The site work finish grade shall be consistent with the lowest finished floor elevation of the future new COTIPSB elevated to or above the higher of the elevations determined by: 1. elevation above mean sea level corresponding to the maximum storm surge inundation, including coastal wave effects, for the emergency shelter location plus 20 percent; 2. 100-year (one percent annual chance) base flood elevation plus three (3) feet; 3. 500-year (0.2 percent annual chance) flood elevation (if determined) plus two (2) feet; and, 4. elevation required by the AHJ for the location.

G. The Recipient shall provide an initial timeline and estimated reimbursement allocation schedule. Table SW-1, "Initial Timeline and Estimated Reimbursement Allocation Schedule" or other similar instrument as approved by the Division may be used.

IV. TASK PRODUCTS

A. Per Scope-of-Work Item III.G, Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement request for each activity. Table SW-1 may be used to meet this deliverable.

B. Recipient shall submit a written statement that the funded site work and future new COTIPSB shall be dedicated for emergency management purposes as described in III.C.

C. The Recipient shall provide the Division with copies of pertinent site work regulatory reviews and permits, and the Construction Manager's or General Contractor's detailed schedule of work (e.g., Gantt Chart).

D. The Recipient shall provide one (1) copy each of site survey and site master plan for review and comment by the Division.

E. The Recipient shall provide one (1) near bid-ready (approximately 90 percent) set of site work drawings and specifications for review and comment by the Division. The site work documents shall include site survey information, landscaping, civil and utility, and site access driveway and parking area location drawings and shall be signed by the applicable registered or licensed design professional(s) of record.

F. The site work documents shall demonstrate that the future new COTIPSB meets the requirements set forth in Scope of Work Item III.F. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

G. The Recipient shall provide the Division with a copy of photographs of preconstruction site conditions, photographs documenting site work progress and photographs of completed site work; final or as-built site work drawings and specifications with signature of designer(s) of record; and letter from civil engineer of record certifying that work meets specifications of design, or a copy of CO issued by the AHJ.

V. DELIVERABLES

Reimbursement for project costs shall be based on the percentage of completion of the project. Any request for reimbursement shall provide adequate and complete source documentation to support all costs related to the project. In some cases, the project may not be fully complete prior to requesting reimbursement of costs incurred toward completion of this scope-of-work; therefore, a partial reimbursement may be requested. For full or partial reimbursement requests, the Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.

A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all the agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, *Application and Certification for Payment*, or a comparable form approved by the Division,

signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, *Continuation Sheet*, or a comparable form approved by the Division.

VI. FINANCIAL CONSEQUENCES

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or,
4. Take other remedies that may be legally available.

VII. SCHEDULE OF WORK

A. By March 31, 2026, the Recipient shall provide the Division with Task Product IV.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

B. By March 31, 2026, and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline and submit an invoice for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation table referenced in Task Product IV.A.

C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products IV.B through E, and Deliverables V.A and B (as applicable) for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

D. By June 30, 2028, the Recipient shall provide a copy of the certificate of occupancy or completion or other appropriate written acceptance of completed work, or certification letter from the civil engineer showing that work meets specification of design, close-out documentation and final payment invoice.

Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Schedule Project Name: City of Treasure Island Public Safety Building				
PROJECT PHASE	**Start Date**	**End Date**	**DEM Funds (FY 2025-2026)**	**Other Funds**
Board Contract Approval				
Initial Payment of 20% in first quarter (if requested)				
Architectural & Engineering Services Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Preliminary Design, 80% complete				
Preliminary Design, 100% complete				
Regulatory Review				
Bid Document(s) Development & Award				
Notice to Proceed/Mobilization				
Construction Project Management & Special Inspections				
Civil/Site Work Phase				
Construction 25% Complete				
Construction 50% Complete				
Construction 100% Complete				
Administrative Fees; maximum of 5%				
Fixtures, Furniture, and Equipment; maximum of 20%				
Sub-Totals			$1,500,000.00	
TOTAL Estimated Project Cost				

A/E - Architectural and Engineering; DEM – Division of Emergency Management; FY - Fiscal Year
*Any remaining funds from the total allocated amount up to 20% can be used for FFE.

Attachment B

Program Statutes and Regulations

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475, Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Requirements for Roofs and Opening Protection

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or

structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(1) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-I, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(£), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously

unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHP A, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead-based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED Advance payment of $ _____ is required. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

Attachment E

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____
_____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment F

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____

Signature Recipient's Name

_____ _____

Name and Title DEM Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 5, 2026

SUBMITTED BY: Victor Ortiz, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Ordinance 2026-01, Adopting a Property Tax Rate for Fiscal Year 2025 - First Reading and Public Hearing

BACKGROUND:

Each year, the City is required to calculate and set an ad valorem millage rate per Chapter 200 of the Florida Statutes, Determination of Millage. The Department of Revenue (DOR) developed forms DR420 and DR 420MMP to comply with the reporting requirements as well as to identify the approval vote needed by the Commission for setting the property tax rate. These forms are filed by the City to the DOR after the City budget has been adopted to demonstrate compliance.

POLICY/PURPOSE:

To adopt the FY26 Millage Rate at the first reading and schedule a second and final reading to adopt the final millage on January 20, 2026, at 6 p.m.

STRATEGIC PLAN RELEVANCE: None, this is a regulatory step in the annual budget process.

ANALYSIS/DISCUSSION: This is an administrative action to separate adoption of the millage and adoption of the budget. There are no changes from the September adoption.

FUNDING: No immediate funding impact.

MOTION:

I move to approve Ordinance 2026-01, establishing the Fiscal Year 2026 Property Tax Rate for the City of Treasure Island, Florida, at 3.8129 mills at first reading with the second and final public hearing to be held on January 20, 2026, at 6pm.

ATTACHMENTS:
Ordinance_2026-01_Property_Tax_Rate_FY_26.docx

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA ESTABLISHING THE PROPERTY TAX RATE FOR THE CITY OF TREASURE ISLAND FOR FISCAL YEAR 2026 COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established a maximum millage rate of 3.8129 mills or a millage rate of $3.8129 per $1,000.00 of assessed property value for ad valorem tax revenue for the Fiscal Year 2026 on July 17, 2025; and

WHEREAS, an annual budget for the City of Treasure Island, Florida, including estimates of anticipated revenues and expenditures for the fiscal year 2026 commencing October 1, 2025 and ending September 30, 2026, has been submitted to the City Commission by the City Manager in accordance with Article IV of the City Charter; and

WHEREAS, the City Commission of the City of Treasure Island, Florida, is required by the City Charter and state statutes to adopt an annual budget and property tax rate for each fiscal year; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Pinellas County has been provided by the County Property Appraiser to the City of Treasure Island as $ 2,992,208,365; and

WHEREAS, the City of Treasure Island, Florida, on July 17, 2025, adopted a tentative property tax rate for FY 2026 following a public hearing as required by Section 200.065, Florida Statutes; and

WHEREAS, having observed all procedures required by the City Charter and Florida Statutes, including notice and holding public hearings, the City Commission now deems it in the best interest of the public to adopt a property tax rate at a level that adequately provides for the financial soundness of City operations.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND IN SESSION DULY AND REGULARLY ASSEMBLED ORDAINS:

Section 1. The above recitals are true, correct, and incorporated by reference as if set forth fully herein.

Section 2. That the property tax rate for FY 2026 is established at 3.8129 mills, which is 2.1380% lower than the rolled back rate of 3.8962 mills.

Section 3. That the provisions of this ordinance shall take effect immediately upon its final passage.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the 17th day of January, 2026 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

FIRST READING and PUBLIC HEARING on the 6th day of January, 2026.

SECOND READING and PUBLIC HEARING on the 20th day of January, 2026.

PUBLISHED in the Tampa Bay Times on the 15th day of September, 2024.

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 5, 2026

SUBMITTED BY: Victor Ortiz, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Ordinance 2026-02, Budget for Fiscal Year 2026 - First Reading and Public Hearing

BACKGROUND:

This is an administrative action to separate adoption of the millage rate and adoption of the FY26 budget.

POLICY/PURPOSE:

To adopt the FY 2026 City Budget through the adoption of Ordinance 2026-02.

STRATEGIC PLAN RELEVANCE: This is a regulatory step in the annual budget process.

ANALYSIS/DISCUSSION: This is an administrative action to separate adoption of the millage rate and adoption of the FY26 budget.

FUNDING: No impacts to the previously adopted budget.

MOTION:

I move to adopt Ordinance 2026-02 adopting the FY 2026 budget, at first reading with the 2nd Reading and Final Public Hearing on January 20, 2026.

ATTACHMENTS:
Ordinance 2026-02 Budget.docx

ORDINANCE 2026-02

AN ORDINANCE OF THE CITY OF COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, ADOPTING A BUDGET AND MAKING APPROPRIATIONS FOR THE PAYMENT OF THE OPERATING EXPENSES OF THE CITY OF TREASURE ISLAND, FLORIDA, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. That the budget for the fiscal year ending September 30, 2026, incorporated as a part of this ordinance is hereby adopted and approved as and for the budget of said City of Treasure Island for the Fiscal Year 2026.

SECTION 2. The budget is being presented as a balanced budget whereby there are sufficient revenues to offset all estimated expenditures and expenses

SECTION 3. All budgeted appropriations are based upon the total expenditure and/or expenses even though the budget has been prepared based on line items and summarized to a categorical level.

SECTION 4. Appropriations may be transferred for the purpose of equalization when needed by a budget transfer within the same Find with the approval of the Finance Director and the City Manager as necessary. This action will not change the total dollar amount of the budget.

Section 5. The City Commission during Fiscal Year 2026 may, by Ordinance, make any amendments to the Budget adopted by this Ordinance, as it may deem necessary and proper.

Section 6. All Budget Amendments requesting additional expenditures or expenses must identify the corresponding funding source.

Section 7. Projects that were not completed during the prior fiscal year are carried forward as special projects and are funded with the corresponding Carry-Forward appropriations of the prior year. Carry-forwards to the General Fund are not to exceed $300,000 Penny for Pinellas Fund equals $0; County Gas Tax Fund equals $0, Building Fund are not to exceed $50,000 ; Gulf Boulevard Undergrounding equals $0; Wastewater Fund are not to exceed $50,000; and the Stormwater Fund are not to exceed $50,000. These are commitments, which are incomplete as of September 30, 2025, and will be continued and made part of the FY 2026 appropriations.

Section 8. Cash Balance Reserves shall be carried forward for prior year encumbrances and re-appropriated for the purchase orders, which will be paid in FY 2026.

Section 9. For the payment of expenses and obligations, excluding carry-forward projects of the City of Treasure Island for the fiscal year ending September 30, 2026, there is hereby appropriated from the money in the treasury of the City and any accruing revenue of the City available for said purposes, the funds hereinafter set forth, the sums of the money shown in the following schedule:

General Fund	$26,825,011
Penny for Pinellas Fund	$2,883,580

County Gas Tax Fund	$380,000
Transp. Trust Fund	$0
Building Fund	$1,210,670
Debt Service Fund	$968,162
Gulf Blvd Underg. Fund	$2,741,384
City Facilities Fund	$0
Wastewater Fund	$11,017,345
Solid Waste Fund	$2,722,786
Stormwater Fund	$1,534,463
Total Budget	**$50,283,401**

SECTION 10. This ordinance shall become effective October 1, 2025.

FIRST READING and PUBLIC HEARING on the 6th day of January, 2025.

SECOND READING and PUBLIC HEARING on the 20th day of January, 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 _____, 2026 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 V. Kennedy, City Clerk

AGENDA ITEM NO. G.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 5, 2026
SUBMITTED BY:	Matthew Storandt, Finance
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First Reading and Public Hearing of Ordinance 2026-03 for a budget amendment of $178,900 for the expense of Rosselli Park Sun Canopy

BACKGROUND:

Rosselli Park is the City's ADA assessable playground that was shaded by a very mature Bottle Brush Tree that was damaged and removed as a result of the hurricane impact to the area. The current situation is that the park is only partially shaded with smaller shade structures and most of the playground equipment is unusable to the public because of excessive heat due to direct exposure to the full Florida sun. Excessive heat increases the risk of burn to unsuspecting children and prolonged exposure to the full sun can also cause significant damage to the equipment itself.

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. Give the City Manager purchase authority of an additional $178,900.00 for the purchase and installation of the Rosselli Park Shade Canopy Structure.

STRATEGIC PLAN RELEVANCE:

This is a regulatory step related to a budget amendment AND City Manager Purchase Authority.

ANALYSIS/DISCUSSION:

The Shade Canopy Structure will provide shade for all of the

playground equipment elements protecting drastically reducing the risk for exposure to radiant heat, skin burns, higher air temperatures, and ultraviolet radiation. Funds in the amount of $14,000 are budgeted to retrofit a shade canopy over the standalone swing-set. The cost of this shade structure is $12,752 and is included within the total project cost of $191,700.00. The Budget Amendment reflects the deduction of the cost allocated specifically for the swing-set shade canopy.

FUNDING:

This budget amendment aims to provide for the purchase and installation of the Rosselli Park Shade Canopy Structure. These monies will be booked into funds as follows:

- $178,900.00 in General Fund

MOTION:

I move to approve Ordinance No. 2026-03 at this first public hearing and to schedule it for a second reading.

ATTACHMENTS:
ORDINANCE_2026-03-Rosselli Park Sunshade.docx
Budget Amendment 2026-03.xlsx

ORDINANCE 2026-03

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $178,900 FOR EXPENSE OF ROSSELLI PARK SHADE CANOPY STRUCTURE PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2025-21, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2026; and

WHEREAS, the City shall spend money exceeding the Fiscal Year 2026 Approved Budget in the amount of $178,900.00 for the purchase and installation of the Rosselli Park Sunshades.

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 additional expenses of $178,900.00 in General Fund toward the purchase and installation of the Rosselli Park Shade Canopy Structure.

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 2026, as adopted pursuant to Ordinance 2025-21 is hereby amended by adding expenses of $178,900.00 in General Fund toward the purchase and installation of the Rosselli Park Shade Canopy Structure.

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

<u>General Fund - Expenses</u>		
SUPPLIES & MATERIALS	001 5723 52900	$178,900.00

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 5th day of January, 2026.

SECOND READING and PUBLIC HEARING on the 20th day of January, 2026.

PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2026.

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: 2026-01-05

FY 2026

TO: City of Treasure Island City Manager

Ord. # 2026-03

FROM: Victor Ortiz, Chief Financial Officer

SUBJECT: FY 2026 CIP Adjustment

REVENUE

Fund	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
			Total	**$ -**

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*		*TOTAL*
001	5723	52900	Rosselli Park Sunshade Structure	'FY 2026 budget amendment, General Fund Expense	$ 178,900.00
				Total	**$ 178,900.00**

EXPLANATION:

City of Treasure Island shall budget $178,900.00 for the required purchase and installation of the Roselli Park Shade Canopy Structure.

		DATE
Chief Financial Officer:		
City Manager:		
Completed by Finance:		

AGENDA ITEM NO. G.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 5, 2026

SUBMITTED BY: Matthew Storandt, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

First Reading and Public Hearing of Ordinance 2026-04 for a budget amendment of $386,799.50 for the recognition of the insurance proceeds for flood damages.

BACKGROUND:

In September and October 2024 the City sustained flood damage from Hurricanes Helene and Milton. As a result of filing the insurance claim, the City received proceeds from Davies Claims N. America.

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 reparation and replacement from the hurricanes.

FUNDING:

This budget amendment aims to recognize proceeds received from Davies Claims N America amount of $386,799.50 for property damage.

These monies will be booked to accounts:

- 001-344925 Hurricane Insurance Revenue
- General Fund Reserve

MOTION:

I move to approve Ordinance No. 2026-04 at this first public hearing and to schedule it for a second reading.

ATTACHMENTS:
ORDINANCE_2026-04-INSURANCE PROCEEDS.docx
Budget Amendment 2026-04.xlsx

ORDINANCE 2026-04

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGET TO RECOGNIZE INSURANCE PROCEEDS OF $386,799.50 FOR FLOOD DAMAGES PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2025-21, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2026; and

WHEREAS, the City has received $386,799.50 from Davies Claims N. America arising from losses on 9/26/2024.

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 $386,799.50 in expenses to be used for repairs and lost contents.

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 2026, as adopted pursuant to Ordinance 2025-21 is hereby amended by adding $386,799.50 and corresponding expenses to be used for repairs and lost contents.

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

<u>General Fund - Reserve</u>		
General Fund Reserve		$386,799.50
<u>General Fund - Revenue</u>		
Hurricane Insurance Revenue	001-344925	$386,799.50

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 5 day of January, 2025.

SECOND READING and PUBLIC HEARING on the 20 day of January, 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:

_____
Tia Payton, Interim-City Clerk

BUDGET AMENDMENT

DATE: 2026-01-05

FY 2026

TO: City of Treasure Island City Manager

Ord. # 2026-04

FROM: Victor Ortiz, Chief Financial Officer

SUBJECT: Insurance Proceeds

REVENUE

Fund	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
001	344925	Hurricane Insurance Revenue	Helene - Damage & Contents (multiple locations)	$ 386,799.50
			Total	**$ 386,799.50**

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*	*TOTAL*
			Total	**$ -**

Total

(a) recognize insurance proceeds from property damage claims made for hurricanes Helena and Milton

DATE

Finance Director: _____ _____

City Manager: _____ _____

Completed by Finance: _____ _____

AGENDA ITEM NO. G.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 5, 2026
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second and Final Reading of Ordinance 2025-32, Increase City Manager's Purchase Authority (Commissioner Dickey)
BACKGROUND:	The City Commission last approved an increase to the City Manager's purchasing authority in 2019 as part of a broader purchasing policy revision.
POLICY/PURPOSE:	To request the City Commission adopt changes to the Sections of Chapter 2, Article VI to increase the City Manager's Purchasing Authority
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	The City Commission has periodically updated the spending authority for the City Manager. Utilizing the US Bureau of Labor Statistics CPI Calculator, the Finance Director has determined that $1 in September 2019 has the same buying power as $1.26 in August 2025. The recommendation is to increase the purchasing authority to $35,000 for unbudgeted expenses; allow the City Manager to approve and execute purchases, contracts, and change orders up to $100,000 for items approved in the budget; and require a quarterly report from the City Manager to the City Commission identifying all purchases and contracts that exceed $25,0000.
FUNDING:	N/A

MOTION: Move to approve Ordinance 2025-32 at this second and final reading and public hearing.

ATTACHMENTS:
Ordinance 2025-32 CM Spending Authority.docx
Ad 68318 Ordinance 2025-32.pdf

ORDINANCE NO. 2025-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE PURCHASING AUTHORITY OF THE CITY MANAGER; PROVIDING FOR GREATER ADMINISTRATIVE EFFICIENCY WHILE MAINTAINING STRONG OVERSIGHT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has adopted annual budgets that authorize expenditures for specific goods, services, and capital projects essential to the operation of the City; and

WHEREAS, the current City Manager spending authorization of $25,000 for all purchases does not reflect increases in cost, supply chain realities, or the operational need to timely execute approved budget items; and

WHEREAS, increased authority for budgeted purchases will allow the City Manager to efficiently implement Commission-approved programs, capital improvements, and maintenance needs without causing delay to critical operations; and

WHEREAS, the City Commission remains committed to maintaining transparency and appropriate administrative controls through regular reporting of authorized purchases;

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

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

SECTION 2. Section 2-276 "Purchasing procedures for goods, materials and services" of the Code of Ordinance of the City of Treasure Island, Florida, is hereby amended to read as follows:

(a) *Budgeted Expenditures up to $100,000~~25,000.00~~.* The city manager is authorized to approve expenditures up to $100,000~~25,000.00~~ ~~without prior approval of the city commission~~ for the purchase of goods, materials, equipment or services, ~~provided sufficient funding is available in the approved city budget~~ and all procurement is conducted in accordance with the City's Procurement Code. The $100,000~~25,000.00~~ city manager's expenditure authority is not exceeded when budgeted individual identical items are purchased throughout a fiscal year, each costing less than $100,000~~25,000.00~~ individually, even if cumulatively those items total more than $100,000~~25,000.00~~.

(b) *Unbudgeted Expenditures up to $35,000.* The city manager is authorized to approve and execute purchases, contracts, and change orders up to $35,000 when such expenditures are necessary for operational continuity or public safety, and when sufficient funds exist within the related fund balance or departmental budget.

(c) *Public Reporting. The City Manager shall provide to the City Commission a quarterly report identifying all purchases and contracts approved pursuant to this Sections (a) and (b) that exceed $25,000, including vendor name, purpose, cost, fund source, and procurement method.*

(d~~b~~) *Expenditures in excess of ~~$25,000~~ 35,000.* The city ~~commission~~ manager may authorize an expenditure in excess of $~~25,000.00~~ 35,000 for goods, materials, equipment or services after a public, formal, ~~sealed bid~~ competitive solicitation process or any other procurement method so authorized.

(e~~c~~) *Exceptions.* The requirements of subsection (~~b~~d) are not intended to apply to routine operating expenses such as salaries, utilities, supplies, medical payments as required by law for which budget appropriations have been made.

(f~~d~~) *Award of contract.* The city commission shall award the contract to the lowest responsive and responsible bidder. For the purpose of determining the lowest responsive and responsible bidder, the city commission may consider factors including the cost of the product or service; qualifications of the bidder; prior experience of the bidder in similar activities; prior work performed by the bidder on behalf of the city or other units of government or their agencies; and any other factors deemed relevant by the city commission in its sole discretion. If the city manager recommends the acceptance of a bid other than the bid with the lowest total price, the reason for the recommendation shall be given.

(g~~e~~) *Rejection.* The city commission may reject any or all ~~bids~~ responses if it is deemed in the best interests of the city to do so, and to re~~bid~~ solicit the proposed purchase. All ~~bid proposals~~ responses submitted to the city must address and conform to the ~~bid~~ specifications and the scope of the work to be performed. Any deviations or substitutions from the ~~bid~~ specifications or the scope of work must be identified with a written explanation. Failure to comply with the provisions of the ~~bid~~ specification may result in a rejection of the ~~bid proposal~~ submission. Incomplete ~~bid proposals~~ submissions may be rejected by the city. The city reserves the right to waive minor technical defects in a ~~bid~~ submittal as determined in its sole discretion.

(h~~f~~) *Exemptions.* Unless otherwise prohibited by law, the following situations are exempted or modified from the competitive bid requirements of this section:

(1) *Professional services.* Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements of this section; however, a formal, written contract, approved by the city ~~commission~~

manager, shall be required for all such contracts in excess of $~~25,000~~ 35,000, and any applicable state law, such as the Consultant's Competitive Negotiation Act shall be followed.

(2) *Noncompetitive supplies.* Noncompetitive supplies, available only from one source, such as unique, patented or franchised supplies are exempt for the competitive requirements of this section. The city manager is authorized to purchase and contract for noncompetitive supplies up to $100,000~~25,000.00~~, provided authorized funds are available in the annual budget.

(3) *No bid received.* Where no bid has been received after publication of a bid/proposal; however, such purchases in excess of $~~25,000~~ 35,000 require a formal, written contract approved by the city ~~commission~~ manager.

(4) *Unique circumstances.* Where the city commission finds unique circumstances to establish that competitive bidding is not in the best interest of the city; however, such purchases in excess of $~~25,000~~ 35,000 shall require a formal, written contract approved by the city commission. The city commission, upon request by the city manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the city.

(5) ~~*Bids*~~ *Solicitations and contracts from other entities.* The city manager is authorized to use competitive ~~bids~~ solicitations and formal contracts from other entities as provided in section 2-278.

SECTION 3. Conflict. All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

FIRST READING AND PUBLIC HEARING on ___ day of _____ 2025.

SECOND READING AND PUBLIC HEARING on ___ day of _____ 2025.

PUBLISHED in the Tampa Bay Times on ___ 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 V. Kennedy, City Clerk

68318

Tampa Bay Times

Published Daily

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

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-32 was published in said newspaper by print in the issues of 12/17/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jessica Bowling

Sworn to and subscribed before me this **12/17/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

LEGAL NOTICE

CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-32. The public hearing will be held on Monday, January 5, 2026, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE PURCHASING AUTHORITY OF THE CITY MANAGER; PROVIDING FOR GREATER ADMINISTRATIVE EFFICIENCY WHILE MAINTAINING STRONG OVERSIGHT; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-32 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

12/17/2025 jb 68318-1

AGENDA ITEM NO. G.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 5, 2026

SUBMITTED BY: Lisa-Marie Kennedy, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Second and Final Reading of Ordinance 2025-34 for Additional Expenses of $7,900 for Purchase of the Self-Contained Breathing Apparatus

BACKGROUND:

The City's approved FY 2026 budget included the purchase of the self-contained breathing apparatus' equipment, originally estimated at $179,100, as part of the Capital Improvement Projects funding process. A current quote is on file of $196,914.57, including shipping. As a result of the lifecycle replacement of safety equipment requirement, the City is amending the Budget to recognize these expenses.

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. Give the City Manager purchase authority of $197,000 for Self-Contained Breathing Apparatus.

STRATEGIC PLAN RELEVANCE:

This is a regulatory step related to a budget amendment AND City Manager Purchase Authority.

ANALYSIS/DISCUSSION:

City approved this purchase as part of the prior two improvement plans. The Fire Department's current air packs are out of warranty and past end of useful life.

FUNDING:

This budget amendment aims to purchase fourteen units and the additional required operating equipment. These monies will be booked to funds as follow:

- $7,900 in General Fund

MOTION:

I move to give the City Manager Purchase Authority of $197,000 and approve Ordinance No. 2025-34 at this second and final public hearing.

ATTACHMENTS:

ORDINANCE_2025-34- SCBA PURCHASE.docx
CITY-OF-TREASURE-ISLAND-69810-1-SIGNED-AFFIDAVIT.pdf

ORDINANCE 2025-34

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGET TO RECOGNIZE ADDITIONAL EXPENSES OF $7,900.00 FOR PURCHASE OF THE SELF CONTAINED BREATHING APPARATUS PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2025-21, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2026; and

WHEREAS, the City shall spend money exceeding the Fiscal Year 2026 Approved Budget in the amount of $7,900.00, generally for the purchase of the Self Contained Breathing Apparatus.

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 additional expenses of $7,900.00 in General Fund, Fire Department CIP, toward the purchase of Self Contained Breathing Apparatus.

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 2026, as adopted pursuant to Ordinance 2025-21 is hereby amended by adding expenses of $7,900 in General Fund, Fire Department CIP, toward the purchase of Self Contained Breathing Apparatus.

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

<u>General Fund - Expenses</u>		
Several General	001-5220-64900	$7,900

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 18 day of November, 2025.

SECOND READING and PUBLIC HEARING on the 2 day of December, 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

69810

Tampa Bay Times

Published Daily

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

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE NO. 2025-34 was published in said newspaper by print in the issues of 12/24/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **12/24/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

CITY OF TREASURE ISLAND, FLORIDA
NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-34. The public hearing will be held on Monday, January 5, 2026, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-34

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGET TO RECOGNIZE ADDITIONAL EXPENSES OF $7,900.00 FOR PURCHASE OF THE SELF CONTAINED BREATHING APPARATUS PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-34 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

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AGENDA ITEM NO. G.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 5, 2026

SUBMITTED BY: Lisa-Marie Kennedy, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second and Final Reading of Ordinance 2025-35, Amending the FY 2026 Budget due to Cost Increment Over the Budgeted Estimates

BACKGROUND:

The City's approved FY 2026 budget included the purchase of the street sweeper vehicle as part of the Capital Improvement Projects funding process. A current quote is on file of $400,950.00, including title, registration, and dealer fees. We sold Solid Waste trucks in FY25 for $385,000.00.

The City's approved FY 2026 budget included the purchase of the development and build of pickleball courts at Rosselli Park, originally estimated at $300,000.00, as part of the Capital Improvement Projects funding process. The additional expenditure of $56,281.10 is attributed to increased cost.

The City's approved FY 2026 budget included the purchase of the beach cleaning machine, originally estimated at $78,111.00, as part of the Capital Improvement Projects funding process. The additional expenditure of $6,554.00 is attributed to increased cost.

As a result of the enhancement to the aesthetic appeal and creating a cleaner environment for the residents and businesses, as well as providing popular recreational opportunities and promoting physical activity across a wide age range, the City is amending the Budget to recognize these expenses.

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. Give the City Manager purchase authority of $401,000 for a Street Sweeper vehicle and $64,000 for Pickleball courts and Barber & Sons Beach Cleaning Machine.

STRATEGIC PLAN RELEVANCE:

This is a regulatory step related to a budget amendment AND City Manager Purchase Authority.

ANALYSIS/DISCUSSION:

Street sweeping is an essential component of the City's stormwater management system, addressing localized flooding, and reduces pollution from entering waterways. The approved purchase of the street sweeper vehicle will protect our streets, infrastructure, and waterways, while also delivering improved responsiveness and accountability to our residents.

The City approved the repurpose of two tennis courts at Rosselli Park into 6 dedicated (cushioned court surfaced) pickleball courts. The pickleball courts will provide accessible and popular recreational opportunities for residents and visitors, fostering a sense of community and promoting physical activity across a wide age range.

The City approved the purchase of the Baber Surf Rake to replace the existing unit that continues to have ongoing maintenance issues that impact operational efficiency. The equipment will remove debris and fish from red tide events, improve the appearance of the beaches, and make them safer for the residents and visitors.

FUNDING:

This budget amendment aims to purchase fourteen units and the additional required operating equipment. These monies will be booked to funds as follow:

- $401,000.00 in Stormwater Fund
- $64,000.00 in General Fund

MOTION:

I move to approve Ordinance No. 2025-35 at this second and final public hearing.

ATTACHMENTS:

Budget Amendment 2025-35.xlsx

ORDINANCE_2025-35-Street Sweep_Beach Rake_Pickleball.docx
Ad 68321 Ordinance 2025-35.pdf

BUDGET AMENDMENT

DATE: 2025-11-18

FY 2026

TO: City of Treasure Island City Manager

FROM: Victor Ortiz, Chief Financial Officer

Ord. # 2505-35

SUBJECT: FY 2026 CIP Adjustment

REVENUE

Fund	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
			Total	**$ -**

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*		*TOTAL*
450	5380	64200	Regenerative Air Street Sweeper	FY 2026 budget amendment, Stormwater Fund Expense	$ 401,000.00
001	5220	63000	Rosselli Park Pickleball Courts	'FY 2026 budget amendment, General Fund Expense	$ 57,000.00
001	5410	64200	Barber & Sons Beach Cleaning Machine	'FY 2026 budget amendment, General Fund Expense	$ 7,000.00
				Total	**$ 465,000.00**

EXPLANATION:

City of Treasure Island shall (a) purchase a Regenerative Air Street Sweeper vehicle, (b) budget $57,000.00 for the increased cost to the already budgeted Rosselli Park Pickleball Courts, and (c) budget $7,000.00 additional cost to purchase the Barber & Sons Beach Cleaning Machine.

DATE

Chief Financial Officer: _____ _____

City Manager: _____ _____

Completed by Finance:

ORDINANCE 2025-35

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 STORM WATER FUND AND GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $401,000 FOR PURCHASE OF A STREET SWEEPER, AND $64,000 FOR PICKLEBALL COURTS AND A BEACH BARBER MACHINE PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2025-21, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2026; and

WHEREAS, the City shall spend money exceeding the Fiscal Year 2026 Approved Budget in the amount of $401,000.00 for the purchase of a Regenerative Air Street Sweeper vehicle, $57,000.00 for the increased cost to the already budgeted Rosselli Park Pickleball Courts, and $7,000.00 for the increased cost to purchase the Barber & Sons Beach Cleaning Machine.

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 additional expenses of $401,000.00 in the Stormwater Fund for the purchase of a Street Sweeper vehicle, and $64,000 in General Fund toward the increased cost of the Pickleball Courts and Beach Cleaning Machine.

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 2026, as adopted pursuant to Ordinance 2025-21 is hereby amended by adding expenses of $401,000.00 in the Stormwater Fund for the purchase of a Street Sweeper vehicle, and $64,000.00 in General Fund toward the increased cost of the Pickleball Courts and Beach Cleaning Machine.

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

<u>Stormwater Fund - Expenses</u>		
Vehicles	450-5380-64200	$401,000.00
<u>General Fund - Expenses</u>		
Pickleball Courts	001-5220-63000	$57,000.00
Vehicles	001-5410-64200	$7,000.00

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 18 day of November, 2025.

SECOND READING and PUBLIC HEARING on the 16 day of December, 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

68321

Tampa Bay Times

Published Daily

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

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-35 was published in said newspaper by print in the issues of 12/17/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jesaca Bowling
Sworn to and subscribed before me this **12/17/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

LEGAL NOTICE

CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-35. The public hearing will be held on Monday, January 5, 2026, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-35

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 STORM WATER FUND AND GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $401,000 FOR PURCHASE OF A STREET SWEEPER, AND $64,000 FOR PICKLEBALL COURTS AND A BEACH BARBER MACHINE PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-35 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

12/17/2025 jb 68321-1

AGENDA ITEM NO. G.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 5, 2026

SUBMITTED BY: Victor Ortiz, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second and final reading of Ordinance 2025-36, for Expense of Beach Pavilion and Treasure Bay Clubhouse Repairs, and adding an FTE Community Development Administrative Assistant

BACKGROUND:

In September and October 2024 the City sustained damage from Hurricanes Helene and Milton, the City incurred extra expenses and revenue losses due to such damages. During the August 5, 2025 Board of Commissioner's meeting, ORDANANCE 2025-10 was unanimously approved to amend the budget to accept the proceeds received from World Risk Management in the amount of $2,526,077.83. this was for damages including general damage assessment, invoices, revenue losses and other miscellaneous damages.

The Community Development Administrative Assistant role is critical for the maintaining of the department's workflow, coordination with other departments, and ensuring efficient operations in areas such as planning, zoning, code enforcement, and planning.

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. Give the City Manager purchase authority of $350,000.00 for the expense of repairs for the Beach Pavilion, $275,000.00 for the expense of repairs for the Treasure Bay Clubhouse and $30,000.00 for the salary of a Fulltime Community Development Administrative Assistant Employee.

STRATEGIC PLAN RELEVANCE:

This is a regulatory step related to a budget amendment AND City Manager Purchase Authority.

ANALYSIS/DISCUSSION:

Hurricane Helene caused significant damage to the City's Beach Pavilion due to both storm surge and sustained flooding. In addition to water intrusion, the force of the surge pushed a substantial amount of sand beneath the structure. This accumulation of sand created upward pressure on the decking, resulting in sections of the deck lifting, shifting, and becoming unsafe for public use.

Staff conducted a post-storm assessment and determined that repairs are necessary to restore structural integrity and ensure the pavilion remains safe and compliant for public access. The work will include removal of impacted decking, reinforcement or replacement of compromised framing components, and installation of new, secure decking and painting. These repairs are essential to prevent long-term deterioration and to return this heavily used public amenity to service as quickly as possible.

The Treasure Bay Clubhouse experienced interior and exterior impacts from the flooding associated with Hurricane Helene. Rising water infiltrated the lower portions of the building, causing damage to flooring, baseboards, wall materials, and electrical components. Moisture intrusion also created conditions requiring immediate remediation to prevent mold growth and additional structural damage.

Staff inspections confirmed that restoration work is required to bring the facility back to operational standards. Repairs will include replacement of damaged interior finishes, restoration of affected electrical systems. Given the importance of the clubhouse for community activities, timely repair is critical to minimize service disruptions.

The Community Development Administrative Assistant role is being added to assist the Department Director with the necessary daily administrative duties required of the new property maintenance ordinance, assist codes with short-term rentals, and help with permitting and other departmental tasks as necessary.

FUNDING:

This budget amendment aims to provide required repairs to the Beach Pavilion and the Treasure Bay Clubhouse and add an FTE position for the Community Development Administrative

Assistant. These monies will be booked to funds as follow:

- $655,000.00 in General Fund

MOTION:

I move to approve Ordinance No. 2025-36 at this second and final public hearing.

ATTACHMENTS:
ORDINANCE_2025-36-Bch Pavilion Tres Bay Clubhouse Repair CD Admin Assistant.docx
Budget Amendment 2025-36.xlsx
CITY-OF-TREASURE-ISLAND-68179-1-SIGNED-AFFIDAVIT.pdf

ORDINANCE 2025-36

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $625,000 FOR EXPENSE OF BEACH PAVILIAN AND TREASURE BAY CLUBHOUSE REPAIRS, AND ADDING A FTE COMMUNITY DEVELOPMENT ADMINIATRATIVE ASSISTANT PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2025-21, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2026; and

WHEREAS, the City shall spend money exceeding the Fiscal Year 2026 Approved Budget in the amount of $350,000.00 for the expense of repairs for the Beach Pavilion, $275,000.00 for the expense of repairs for the Treasure Bay Clubhouse, and $30,000.00 salary expense for a Fulltime Community Development Administrative Assistant Employee.

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 additional expenses of $655,000.00 in General Fund toward the repairs for the Beach Pavilion and the Treasure Bay Clubhouse, and for the salary of the Community Development Administrative Assistant position.

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 2026, as adopted pursuant to Ordinance 2025-21 is hereby amended by adding expenses of $655,000.00 in General Fund toward the repairs for the Beach Pavilion and the Treasure Bay Clubhouse, and CDD Administrative Assistant Employee.

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

<u>General Fund - Expenses</u>		
REPAIR/MAINT BLDG/EQUIP	001 5721 46900	$350,000.00
REPAIR/MAINT BLDG/EQUIP	001 5722 46900	$275,000.00
Salaries	001 5242 12000	$30,000,00

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 2nd day of December, 2025.

SECOND READING and PUBLIC HEARING on the 6th day of January, 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: 2025-12-02

FY 2026

TO: City of Treasure Island City Manager

Ord. # 2505-36

FROM: Victor Ortiz, Chief Financial Officer

SUBJECT: FY 2026 CIP Adjustment

REVENUE

Fund	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
			Total	**$ -**

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*		*TOTAL*
001	5721	46900	Beach Pavilion Repairs	'FY 2026 budget amendment, General Fund Expense	$ 350,000.00
001	5722	46900	Treasure Bay Clubhouse Repairs	'FY 2026 budget amendment, General Fund Expense	$ 275,000.00
101	5242	12000	Fulltime Community Development Administrative Assistant Employee	'FY 2026 budget amendment, General Fund Expense	$ 30,000.00
				Total	**$ 655,000.00**

EXPLANATION:

City of Treasure Island shall (a) budget $350,000.00 for the required repairs to the Beach Pavilions to the Beach Pavilion, (b) budget $275,000.000 for the required repairs to the Treasure Bay Clubhouse, and (c) budget $30,000.00 for the salary of a Fulltime Community Development Administrative Assistant Employee.

		DATE
Chief Financial Officer:		
City Manager:		
Completed by Finance:		

68179

Tampa Bay Times

Published Daily

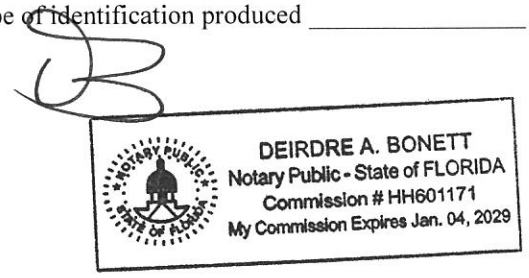
STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE NO. 2025-36 was published in said newspaper by print in the issues of 12/17/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **12/17/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____



CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-36. The public hearing will be held on Monday, January 5, 2026, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-36

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $625,000 FOR EXPENSE OF BEACH PAVILION AND TREASURE BAY CLUBHOUSE REPAIRS, AND ADDING AN FTE COMMUNITY DEVELOPMENT ADMINISTRATIVE ASSISTANT; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-36 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

AGENDA ITEM NO. G.9

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 5, 2026

SUBMITTED BY: Bobbie Shay Lee, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Extension of Emergency Ordinance 2025-23, Repealing Certain Sections of Chapter 69 and 76

BACKGROUND:

On September 26, 2024, Hurricane Helene caused widespread flooding and damage to properties throughout the City.

Existing seawalls are failing, ground floors of nearly every property were impacted, and compliance with the Terrain Modification Manual has delayed permit approvals.

POLICY/PURPOSE: Provide exemptions for single-family homes and seawall construction from the Terrain Modification requirements

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

ANALYSIS/DISCUSSION:

This 60-day emergency ordinance was originally approved by the City Commission on September 18, 2025 to provide emergency relief to support recovery efforts and expedite permitting for single-family homes, seawalls, docks, and related structures. The ordinance was again extended for 60 days on November 4, 2025.

Staff finds that an emergency still exists concerning properties with that are rebuilding homes and seawalls and is recommending a 60-day extension to allow time to finalize a revised drainage plan and associated updates to the Land Development Regulations.

FUNDING: N/A

MOTION: Move to approve a 60-day extension to Emergency Ordinance 2025-23.

ATTACHMENTS:
Ordinance_2025-23 2.docx

ORDINANCE 2025-23

AN EMERGENCY ORDINANCE IN ACCORDANCE WITH SECTION 3.10 OF THE CITY CHARTER REPEALING CERTAIN SECTIONS OF CHAPTER 69 "MARINE STRUCTURES AND COMMERCIAL FISHING" AND CHAPTER 76 "STORMWATER" AND PROVIDING EMERGENCY RELIEF FROM TERRAIN MODIFICATION MANUAL REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 69 ("Marine Structures and Commercial Fishing") and 76 ("Stormwater") of the City Code of Ordinances regulate construction near waterways, stormwater management, and related improvements; and

WHEREAS, on September 26, 2024, Hurricane Helene caused widespread flooding and damage to properties throughout the City; and

WHEREAS, existing seawalls are failing, ground floors of nearly every property were impacted, and compliance with the Terrain Modification Manual has delayed permit approvals; and

WHEREAS, the City desires to provide emergency relief to support recovery efforts and expedite permitting for single-family homes, seawalls, docks, and related structures; and

WHEREAS, the City Commission finds that an emergency exists concerning use of properties with seawalls, where only 1 of 13 applications for homes with seawalls has been approved, only 1 out of 30 permit applications for Single Family Homes issued, and only 1 in 9 permit applications for elevated structures issued; and

WHEREAS, the City Commission finds that adoption of this Ordinance is necessary for the immediate preservation of public peace, health, safety, and welfare.

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

SECTION 1. Legislative Findings. The recitals set forth above are ratified and adopted as legislative findings of the City Commission.

SECTION 2. Code Amendment
To provide emergency relief from Terrain Modification Manual Requirements:

(1) Sections 69-32, 69-51, 69-77, and 76-35 of the Code of Ordinances are amended as reflected below.

(2) Appendix B – Terrain Modification Manual, Sections 5.0 (“Terrain Modification – Single-Family and 2-Family Dwellings”) and 8.0 (“Terrain Modification – Coastal Erosion Structures”) are hereby repealed.
(3) All remaining provisions of Appendix B shall remain in full force and effect.

Sec. 69-32 Definitions.

The following words, terms and phrases when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Boat means any manmade item which floats and is designed to be propelled by oars, paddles, sail, motorized power or by any other means. Proof of title along with registration as a vessel in accordance with F.S. ch. 327 and 328 shall be required. Personal watercraft are exempted from consideration as a boat as defined herein.

Boat lift means a device for lifting boats out of the water for storage over the water. Boat lifts shall be inclusive of all four post lifts and service catwalks, but exclusive of davits where the davit base is not within the waters of the city.

Building means any structure used or intended for supporting or sheltering any use or occupancy.

Cap means the top of a seawall which is usually formed and poured with concrete and rebar.

Catwalk means a narrow dock with a minimum width of 24 inches and a maximum width of 36 inches.

Coastal Armoring means manmade structures designed to either prevent erosion of the upland property or protect eligible structures from the effects of coastal wave and current action. Examples include seawalls, revetments, geotextiles, dune scour protection or other similar structures.

Coastal Construction Control Line means the line established by the state pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Commercial dock means any dock which will be used in connection with or owned by a hotel, motel, restaurant, social or fraternal club or organization or commercial enterprise of any type whatsoever.

Construction means completely new work, repairs, replacements and extensions to existing structures, except that it shall not include the repair or replacement of decking, stringers, railings, lower landings or the patching or reinforcing of existing pilings on a private, commercial or multi-use private dock for which a permit was originally issued.

Crest means the highest portion of a shoreline feature.

Dock means any structure, otherwise known as a pier, wharf or loading platform which is constructed on piling over open water or which is supported by floatation on the water.

*Dock, adjacent to an inside corner lot m*eans a dock located on a property immediately adjacent to an inside corner lot as depicted in Section 69-71 in Exhibit A – Lots 1 and 4. Generally adjacent to an inside corner lot docks occur in Isle of Capri.

Dock, inside corner lot means a dock located on a lot at the inside corner of a canal, where the property lines of the abutting properties at the waterfront, if extended into the water would meet at an angle of approximately 90 degrees as depicted in Section 69-71 in Exhibit A – Lot No. 3. Generally inside corner lot docks occur in Isle of Capri.

Dock, pie shaped corner lot means a dock located on a lot, where the property lines, if extended into the water would meet at a point within 200 feet of the waterfront property line as depicted in Section 69-71, Exhibit B1 and B2.

Floating boat lift means a boat lift that floats at all times in the water.

Fill means material including but not limited to soil, gravel, or crushed stone that is placed in an area to increase ground elevations (see *Structural Fill)* [Also defined in ASCE 24, Section 1.2.].

Finished grade means the finished elevation of a site after all fill, land balancing or site preparations have been completed. The finished elevation shall be inclusive of all grasses, landscaping, decks, slabs or other ground coverings.

Floating dock means any dock supported by flotation devices and influenced by the daily ebb and flow of the tide. Incidental movement or the capability of movement upon water shall not preclude a structure from classification as a floating dock. Registration of the structure as a vessel in accordance with F.S. ch. 327 shall not preclude a structure from classification as a floating dock. This definition shall not apply to a floating boat lift or floating vessel platform permitted by the Florida Department of Environmental Protection pursuant to chapter 403, Florida Statutes.

Floating vessel platform means a structure that floats at all times in the water and is used solely for the purpose of supporting a vessel so that the vessel is out of the water when not in use.

Living shorelines means a suite of shoreline protection techniques that incorporate habitat restoration alone or in combination with some type of built infrastructure to provide coastal protective services. Living shorelines use native vegetation alone or in conjunction with low sills, encompassing riprap, oyster bag arrays, in front of low elevation Seawalls or Bulkheads to stabilize the shoreline.

Mean high water means the average height of the high waters over a 19-year period; or for shorter periods of observations, the average height of the high waters after corrections are applied to eliminate known variations and to reduce the results to the equivalent of a mean 19-year value as defined in state statues.

Multi-use private dock means any dock owned in common or used jointly by the residents of an apartment house (more than two units), condominium or cooperative apartment.

Natural disaster means an act of God, including but not limited to hurricane, lightening, storm tornado, flood, severe wave action.

Natural grade means the grade unaffected by construction techniques such as fill, landscaping or berming.

*Nonstructural fill m*eans *fill* that does not serve to support or protect a structure. This may include but not be limited to fill used below parking slabs, decks and patios.

Permanent mooring means the docking of a boat for in excess of 72 hours in any seven-day period. Any extension to this time period may be granted for extenuating circumstances by approval of the city manager.

Personal watercraft means any inboard powered vessel less than 16 feet in length which is propelled by a jet drive. It is designed to carry from one to three persons, and be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel. Its use is subject to all local, state and federal regulations governing the operation of powerboats of similar size.

Private dock dwelling, single-family means any dock which will be used by an individual owner, his family and friends, or means any single structure dock facility which provides dockage for a duplex type residential unit. This definition is not to include docks servicing zero lot line attached units. A private dock shall not be used for the production of income.

Repair, Dock means replacing ~~of~~ less than:

(1) 50 percent of the piling or support system of a dock or lift~~;~~

Repair, Seawall means any repair to a seawall that is not a *Seawall Major Repair.*

Repair, Seawall Major means a repair utilizing new seawall panels for more than fifty percent (50%) of the length of the property's shoreline.

Replacement, Dock means replacing more than:

(1) 50 percent or more of the pilings or support system of a dock or lift;

Seawall means a vertical or near-vertical, substantially impermeable structure typically made of concrete, vinyl or steel, that provides shoreline protection from waves while retaining upland soils. ~~The elevation of the top of a seawall must comply with the Terrain Modification Manual to ensure protection of adjacent property, public right-of-way or other public infrastructure from flooding associated with currently realized and expected future sea level rise.~~ This definition specifically excludes upland retaining walls.

Seawall line means that line established by the city under authority of its charter.

Service catwalk means a structure on pilings over open water similar to a dock. The service catwalk shall be a minimum of two feet wide, a maximum of three feet wide and used solely in conjunction with a boat lift for servicing the boat and lift. This structure shall the considered part of the boat lift.

Structure means that which is built or constructed.

Structural fill means fill placed and compacted to a specified density to provide structural support or protection to a structure. [Also defined in ASCE 24, Section 1.2.].

Tiepoles shall include dolphins or mooring poles which are placed to provide anchorage, mooring or space for a ship or boat.

Work means any project, activity, alteration, construction, maintenance, repair, placement or replacement of or with respect to any dock, dock related structure, or floating dock.

Sec. 69-51. Application.

(a) It shall be unlawful to construct, alter, repair, remove or demolish any seawall, dock, or boat lift within the city until application for a permit therefor has been filed, payment of prescribed fees has been made, and a permit for such work has been obtained pursuant to these regulations.(1) Replacement of deck boards, only, shall not require the issuance of a permit from the city. All deck boards shall meet the minimum construction criteria as required by Pinellas County and any applicable manufacturer product specifications.

(b) Application for permits shall be submitted to the building department, together with detailed plans and specifications for such structure, together with such other information, plans and structural drawings as may be reasonably required by the building official. Any project which could change tidal circulation patterns shall provide hydrographic information sufficient to allow an accurate evaluation of the potential impacts.

(c) Such applications shall be sworn to by the applicant, reciting the full name, residence or business address of the owner, the address or location of the premises upon which the structure is to be erected, altered or removed, the cost of the proposed work, and the name and address of the contractor or other person or firm authorized by the owner to perform the contemplated work. All typical plans and specifications for seawalls, docks or boat lifts shall be approved by the building official.

(d) The overall permitting process will be subject to the current Florida Building Code and will be coordinated with the Pinellas County Water and Navigation Regulations.

(e) Applications for seawalls, seawall repairs, and living shorelines shall be submitted with detailed plans and specifications, be signed and sealed by a Professional Engineer registered in the State of Florida.~~, and include all information required of the city's Terrain Modification Manual located in Appendix B.~~

Sec. 69-74. Seawall and Living Shoreline Construction.

Any deviation from the following regulations shall be submitted to the building department. The building department shall require the signature and seal of a professional engineer currently registered in the state upon the plans.

(a) Seawalls shall meet the following requirements:

All seawalls constructed, improved, modified, repaired, rehabilitated, or altered, projected or prolonged on or adjacent to waters subject to tidal action shall be in compliance with the following minimum standards. The penetration of each seawall panel or pile into firm ground shall be equal to 0.67 times the height of the wall above the ground line, or 0.4 times the total length of the panel or pile, whichever is greater:

At the seawall property line the finished grade running parallel to the seawall must be the same as the seawall cap. Finished grades may be sloped or terraced upward from the seawall property line to the rear waterfront setback line, but must include provision to avoid drainage to adjacent property that is lower than the grade line being installed.

Seawall panels shall meet the following requirements:

(1) *Concrete seawalls.*

a. Concrete seawalls panels shall be pre-cast off-site, cast on-site, or poured-in-place utilizing the tongue and groove, or other approved method of sheet pile-type construction.

b. The concrete shall have a minimum 28-day compressive strength of 4,000 psi and shall utilize Type II Portland cement with ultra-fine fly ash or slag cement.

c. The concrete sheet piling shall have a minimum thickness of 5⅝ inches and contain vertical steel reinforcement equivalent in cross-sectional area to one #4 deformed reinforcing bar spaced at eight inches on center. Each slab shall have two #4 steel hairpins extending into the cap at minimum of three inches.

d. All reinforcing steel shall be covered with a minimum of three-inches of concrete.

e. In no case shall the seawall panel be of shorter length than eight feet.

(2) *Aluminum seawalls.*

a. Aluminum seawalls shall not have an exposed height of more than five feet.

b. Sheet piles shall be fabricated from aluminum alloy 6061-T6, conforming to ASTM designation B209 alloy 6061 for chemical composition, having a minimum thickness of 0.125 inches and minimum tensile strength of 35,500 PSI. Corrugations shall have nominal nine-inch pitch and nominal 2½-inch depth.

c. In no case shall the total sheet be less than six feet in length. Where sheet lengths required are more than 8.5 feet, and when soil conditions, surcharges and other factors exceed the scope of these standard specifications, a special design shall be submitted, signed and sealed by a state registered engineer.

d. The minimum standards described above assume sandy soil with an angle of repose of 30 degrees for soil against the wall. They also assume that the environment is not highly alkaline or acidic. If conditions require a design in excess of limitations specified in this subsection, the wall shall be of concrete construction in accordance with subsection (a)(1) of this section.

e. If the aluminum material is brought in contact with mortar or concrete, a coating of clear methacrylate lacquer shall be applied to the aluminum contact surface to prevent corrosion. There shall be no dissimilar metals or metal systems bonded to the wall.

(3) *Vinyl Seawalls*

a. Vinyl sheet piles shall be manufactured from rigid, high impact, UV stabilized polyvinyl chloride (PVC) with a minimum tensile strength of 6,300 psi (ASTM D-638), a minimum Initial Elastic Modulus of 380,000 psi (ASTM D-638), and a maximum allowable bending stress of 3,200 psi. Vinyl sheet piles shall meet the requirements of US Army Corp of Engineers Engineer Manual (EM) No. 1110-2-2502.

b. The sheeting shall have an external layer of virgin material with a minimum ASTM D4216 cell classification of 1-42443-33.

c. Each section of sheet piling shall interlock an adjacent sheet when installed.

d. Vinyl profile to be selected by a Professional Engineer registered in the State of Florida.

(4) *Fiber Reinforced Polymer (FRP) Seawalls*

a. FRP composite sheet pile shall be pultruded.

b. The resin for the FRP sheet pile shall be either polyester or vinyl ester. Resin shall contain U.V. stabilizers to provide sufficient resistance to ultra violet light degradation.

c. The glass fiber shall be in the form of continuous roving, woven roving or stitched fabrics, and surface matting.

d. Each section of sheet piling shall interlock an adjacent sheet when installed.

e. FRP profile to be selected by a Professional Engineer registered in the State of Florida.

(b) Seawall caps shall meet the following requirements:

(1) The poured-in-place concrete cap shall not be less than 9½ inches in thickness, nor less than 16 inches in width.

(2) The concrete shall have a minimum 28-day compressive strength of 4,000 psi and shall utilize Type II Portland cement with ultra-fine fly ash or slag cement.

(3) The cap shall contain continuous horizontal steel reinforcement equivalent in cross-sectional area to four #4 deformed reinforcing bars. All splices shall be lapped not less than 40 diameters; provided, however, that the steel shall not be continuous through expansion joints. Expansion joints shall normally be provided every 40 feet.

(4) Exclusion of a seawall cap will require City approval to ensure compatibility with adjacent properties and structural suitability.

(c) Seawall anchoring systems shall meet the following requirements:

(1) All tieback rods shall be steel and have a cross-sectional area equal to or greater than a #8 reinforcing bar. All such rods shall be spaced not more than ten feet on center and shall have two or more coats of an approved protection material or treated by a hot dipped galvanized process. The length of all tie rods shall be equal to or greater than two times the height of the seawall slab projecting above the ground line. In no case shall the tie rods be of shorter length than 12 feet.

(2) All anchors shall be poured-in-place concrete, containing not less than nine cubic feet of concrete and have not less than 4.5 square feet of vertical surface perpendicular to the alignment of the tie rod. Each anchor shall contain vertical and horizontal steel reinforcement equivalent in cross-sectional area to two #4 deformed reinforcing bars per square foot, in each direction.

(3) The use of properly-sized driven earth anchors will be permitted.

(d) All steel reinforcement shall conform to the requirements of ASTM A615, Grade 60.

(e) Preformed joint filler material for expansion joints shall meet the requirements of ASTM D1751 or ASTM D1752, Type I, Type II, or Type III.

(f) Perforated PVC pipe for weep hole drainage shall be schedule 40 with a 0.020” slot width and shall incorporate geotextile fabric. The perforated PVC pipe must extend a minimum of one-foot into the native soil beyond the back-face of the existing wall.

(g) When constructing new seawall in front of existing seawall, flowable fill shall be placed between the new and existing walls. Alternative non-compressible materials may be utilized subject to the review and approval of the City Engineer based upon the suitability of the proposed material and installation methods.

(h) Living shorelines shall meet the following requirements:

(1) Living shorelines shall meet County, Federal and State permitting guidelines.

~~(2) The living shoreline shall meet the elevation requirements outlined within the city’s Terrain Modification Manual located in Appendix B.~~

(3) Seawalls or other coastal structures may supplement living shorelines.

(4) Living shorelines shall not encroach upon adjacent parcels and shall not impact the navigability of the adjacent water body.

Sec. 69-77. Supplemental criteria.

(a) The Standard Specifications of the Florida State Road Department for Road and Bridge Construction dated edition of 2023, or latest revision or superseded publication shall govern covering materials and workmanship where applicable.

(b) No tiebacks shall be cut or removed in connection with the construction of other facilities, or otherwise, without making provisions in some manner to secure the stability of the installation; and such plans shall be approved by the building inspector prior to the cutting or removing of any tiebacks.

(c) It shall be the Professional Engineer's responsibility to confirm that the material requirements set forth in 69-74 are suitable for the specific site. Nothing in this Chapter shall be construed to alleviate the need for location-specific structural evaluation.

(d) Seawall design shall account for surcharged loads where present.

(e) Seawall cap and living shoreline top of structure sh~~all comply with the requirements of the city's Terrain Modification Manual located in Appendix B~~ shall be equal to, or greater than, elevation five feet NAVD 88 where site conditions reasonably allow. In cases where a seawall cannot be constructed to a five-foot elevation, the property owner shall submit written certification from a licensed professional engineer or architect demonstrating the specific conditions that prevent compliance prior to permit issuance.

(f) Seawall cap elevations shall support positive site runoff over the cap. The landward face of the seawall cap shall not be visible or exposed. Finished grades shall be equal to the seawall cap elevations along the landward face.

(g) The seawall cap elevation shall be set below the lowest floor, as defined within Chapter 66, or base floor, ~~as defined within Appendix B,~~ elevation.

(h) Replacement seawalls can be placed no further than one foot in front of the face of an existing seawall. Construction for living shorelines may exceed this limitation as approved by the city and other jurisdictional agencies including Pinellas County, the Southwest Florida Water Management District and Army Corps of Engineers.

Sec. 76-35. Exemptions.

The following activities shall be exempt from the requirements of this Chapter. Regardless of whether a development or redevelopment activity is exempt from the requirements of this Chapter, no activity shall result in adverse impacts, the routing of stormwater runoff to adjacent properties or a change to surface drainage patterns to the

detriment of neighboring properties. Furthermore, all roof drains and / or downspouts shall not be directly connected to stormwater conveyance systems if the opportunity to route the discharge over a pervious surface is present. No activities shall be exempt from the requirements of Section 76-43, Erosion and Sediment Control.

(1) Development or redevelopment of less than 3,000 square feet of impervious and semi-impervious surface. The cumulative development / redevelopment area and activity will be tracked based upon the project or parcel. The applicant will only be allowed to apply this threshold to a cumulative construction area not exceeding 3,000 square feet. For purposes of this exemption, gravel or shell, uncompacted and not subject to vehicular use, is not included in determining the area of impervious and semi-impervious surface.

(2) Renovations to the exterior surfaces of existing buildings such as roofs or facades.

(3) Resurfacing or rehabilitation of existing paved roadways including the removal and reconstruction of curbing to meet minimum longitudinal slope requirements.

(4) Restriping or repaving an existing paved parking lot or vehicle use area provided that the work does not change pre-improvement elevations or drainage patterns.

(5) Grading of existing unpaved roadways provided there are no substantive changes to the road surface elevations.

(6) The paving of unpaved roads provided that the number of travel lanes do not increase.

(7) Safety improvements along roadways including, but not limited to, shoulder stabilization, vegetation clearing, the addition of turn lanes, roadway widening in a manner that does not create additional traffic lanes, and other work required to meet safety standards.

(8) Construction of impervious surfaces associated with public safety and recreational improvements that are not subject to vehicular use such as sidewalks, shared use paths and other pedestrian facilities. Pedestrian facilities shall be maximum of 8-feet in width and shared use paths shall have a maximum width of 14’. The paths are not intended for use by motorized vehicles powered by internal combustion engines or electric-powered roadway vehicles, except when needed for maintenance or emergency purposes.

(9) Regrading, contouring or altering pervious or semi-pervious recreational lands in a manner that does not change the land use.

(10) Any activity strictly related to maintenance and repair of existing facilities.

(11) Temporary housing and associated facilities installed after a natural disaster.

(12) Any project that is part of a larger common plan of development provide said that development has been approved by the city.

(13) The installation and/or repair of docks, piers and boat ramps.

(14) The repair or replacement of existing stormwater pipes and culverts provided that equivalent hydraulic capacity is provided and existing inverts are not changed.

(15) The repair or replacement of existing stormwater structures.

(16) Detached one-and two-family dwellings not part of a larger plan of development. The following will be required for this type of development:

a. Lot grading shall maintain historical flow paths and prevent the accumulation of water or excessive runoff onto adjacent parcels.

b. Perimeter swales shall be used so as to not exceed the pre-improvement rate of stormwater discharge.

1. Perimeter swales shall be sized based upon a 10-year return frequency. At a minimum, swales shall be 6” deep.

2. The owner shall ensure that there is not the accumulation of vegetation, debris or sediment to interfere with the free flow of water or function of the swale. The owner of such properties must clear and remove the obstruction(s) to permit the swale to function as intended.

c. A drainage plan, signed and sealed by a Florida-registered professional engineer, shall be provided with the permit application. ~~Provide information required in Section 76-37.~~

(17) The replacement or installation of coastal erosion structures such as seawalls or retaining walls. The following will be required for this type of development:

a. A drainage plan, signed and sealed by a Florida-registered professional engineer, shall be provided with the permit application. ~~Provide information required in Section 76-37.~~

(18) The demolition of an existing structure. A drainage plan, signed and sealed by a Florida-registered professional engineer, shall be provided with the permit application. ~~Provide information required in Section 76-37.~~

SECTION 3. Severability. If any provision of this Ordinance is held invalid, the remainder shall not be affected.

SECTION 4. Conflict. All ordinances or portions thereof in conflict with this Ordinance are hereby repealed to the extent of the conflict.

SECTION 5. Codification. Sections of this Ordinance shall be codified in the Code of Ordinances. The codifier may make editorial changes necessary to effectuate codification without altering substantive intent.

SECTION 6. Effective Date. This emergency ordinance shall take effect immediately upon adoption

PUBLIC HEARING and ADOPTION on this ____ day of _____, 2025.

The foregoing ordinance was offered during a meeting of the City Commission by

Commissioner _____, seconded by Commissioner _____, and upon roll call vote:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

_____

John Doctor, Mayor

ATTEST:

_____

Lisa Marie Kennedy, City Clerk

_____

Anthony Sabatini, City Attorney

AGENDA ITEM NO. G.10

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 5, 2026
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Approve Letter of Agreement with Florida State University Florida Institute of Government (FSUIOD) to Perform Review of the City's Records Inventory
BACKGROUND:	The City retains 759 cubic feet of paper records in Stevens and Stevens, an offsite storage facility. Of these records, approximately 46 percent of the boxes are adequately indexed/labeled. The content of the boxes that are not indexed are unknown and are of little use to the City in research or filling public records requests. Many of these boxes could have met records retention requirements and be eligible for destruction. The City pays $421.76 a month to store the 759 cubic feet, and there is a cost of $53.80 to retrieve boxes. The City Clerk's Office and Community Development Department regularly request boxes from Stevens and Stevens to fill public records requests. Staff has attempted to scan these boxes when they are delivered to City Hall; however, due to the size of site plans and limited scanning capabilities, it is a time intensive process and not an effective use of staff time.
POLICY/PURPOSE:	To establish an accurate and up-to-date inventory of the City's approximate 750 cubic feet of physical records held in storage.
STRATEGIC PLAN RELEVANCE:	TBD

ANALYSIS/DISCUSSION:

The FSU Institute of Government works with Matt Daugherty to provide a review of the City's records. Mr. Daugherty possesses several certifications in records management, including Certified Records Manager, and has worked as a Records Analyst in the Records and Information Management Program of the Florida Department State. He has done work with the City of Madeira Beach, whose City Clerk highly praises his services.

Mr. Daugherty will review the contents of the City's paper storage inventory at the offsite storage location (Stevens and Stevens). He will identify records eligible for destruction and prepare the appropriate disposition documentation, index the contents of boxes for easier access/retrieval of records, and identify boxes that have long term retention periods and would be good candidates for imaging.

The review will improve the City's overall records management. After the initial review and disposition done by Mr. Daughtery, the Clerk's Office will be better able to dispose of other records that reach retention in future. The disposition of documents will lower the monthly storage cost. The City Clerk's Office will also be able to better fill records requests.

The review will also provide a clearer path forward if the City decides to image long-term/permanent records. The City can avoid approximately $250 in potential imaging costs for each box identified for deposition. An initial estimate from a reputable vendor to image all 759 boxes was around $2 million.

If approved, the budget amendment will be brought to the Commission for approval.

FUNDING:

The agreement with FSUIOG is $30,000. There is an additional cost from Stevens & Stevens for pulling/returning boxes to storage. For onsite review, the cost is $4.95 for retrieving or refilling a 1.0 cubic foot box. Each box will be pulled and returned, costing approximately $7,514.10. The project cost would be approximately $37,514.10.
These costs are not budgeted and require a budget amendment.

MOTION:

Move to approve the agreement between the City and the Florida Institute of Government at Florida State University.

ATTACHMENTS:
QuoteRMServicesTreasureIslandRecordsStorageProject.pdf

Records Management Services

City of Treasure Island, Florida
Records Storage Review Project

Services Clarification Letter

October 29, 2025

John Scott Dailey
Florida Institute of Government
Florida State University
(850) 645-6700

and

Matt Daugherty, CRM
Executive Vice President
Post Office Box 484, Vero Beach, Florida 32961
813.528.2705
mattdaugherty@msn.com
www.smlinfo.net



SML, INC.
Information Analysis, Design, Planning and Training

October 29, 2025

Lisa-Marie V. Kennedy, City Clerk
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706

Ms. Kennedy,

Thank you for the opportunity to assist the city with records management. I appreciate your enthusiasm and support for this effort. The following is a scope of services and quote to process paper records stored with the City's offsite storage vendor (Stevens & Stevens, Inc.).

PROJECT SERVICES:

SML, Inc. will review the box contents of the city's paper storage inventory stored with the City's offsite storage vendor (Stevens & Stevens, Inc.) - approximately 700 cubic feet of records from various city departments. Storage inventory will be processed as follows:

I. **Identification of records eligible for disposal based** on Florida Department of State Records Retention Schedules and Rule 1B-24, Florida Administrative Code.

A. **Completion of Records Disposal Documentation** for all boxes identified as eligible for disposal as required by Rule 1B-24, Florida Administrative Code.

II. **Updating of indexing data** to improve access to box contents to include data sets necessary for retrieval and future processing as required by Florida's Public Records Law, Chapter 119, Florida Statute. Updates to box inventory index will be completed using the city's offsite storage vendor's inventory web portal.

III. **Identification of boxes** with long-term/permanent retention or high access frequency **requiring digital conversion**.

FEES:

As discussed, procurement of these services shall proceed through **The John Scott Dailey Florida Institute of Government at Florida State University (FSUIOG)**. FSUIOG will provide an agreement listing deliverables and other basic information. By Florida Statute, the City can procure services and commodities directly from a State University without the usual formal bid process. I've attached the relevant section at the

end of this letter for your attention. Once you have received and reviewed this document, we can discuss any questions that you may have and if necessary, clarify the scope of services. Once confirmed, I shall inform the FSUIOG Director of our intentions.

Services will be completed over 10 business days. The fee that the FSUIOG will quote for 10 business days of onsite consulting is $30,000.00, which sum will include all related travel costs. Your agency will provide a place to work (table, chair and electricity for computers).

QUALIFICATIONS:

SML, Inc. has worked with numerous agencies on similar projects including the following:

- City of Gulf Breeze, Florida – 800 Cubic Feet identified for disposal over eight business days of onsite review.

- City of Clermont, Florida – Annual records disposal review and documentation services. 14,725.00 Cubic Feet of records identified and disposed of to date.

- City of North Lauderdale Community Development Department - Indexing of 358 boxes which included 17,878 file entries and the identification and documentation for disposal of 164.45 cubic feet of records.

- City of Pompano Beach CRA - Processing of 300 cubic feet of records including the disposal of over 100 cubic feet of records and the indexing of 334 files.

Numerous references are available upon request. I have **over twenty-three years of professional experience** managing Florida Public Records. I am a **Certified Records Manager (CRM)** through the Institute of Certified Records Managers (ICRM). Immediately prior to my position with SML, Inc, I served as **Records Analyst in the Records and Information Management Program of the Florida Department of State, State Library and Archives** providing records management technical assistance to all levels of Public Agencies; developing statewide policies and procedures; assisting in the operation of the State Records Center and conducting regional seminars on Public Records Law and Public Records Management. I hold a **Master of Arts** degree in Public History/Historical Administration from Florida State University with a concentration in Historic Records and Archives Management.

Consultants at SML, Inc., bring **over forty years of professional experience** working with nearly every type and size of agency. We provide innovative and comprehensive records and information management consulting services to government agencies and the private sector including Comprehensive Records and Information Management Planning; Records Retention Services; Disposition Services; Email Management; Training; Policy and Procedure Development; Facilities Management;

Records Storage; a full range of Imaging Services and Compliance Monitoring. Additionally, we regularly conduct 12-hour seminars for CEU's at FSU, USF, and FAU on Public Records Law and Public Records Management. These seminars are certified for credit by the IIMC for the Certified Municipal Clerk and Master Municipal Clerk program and ongoing education. We also conduct public records courses as part of the Florida Department of Revenue College for Tax Collectors and Property Appraisers and the Florida Association of Code Enforcement certification program.

I appreciate the opportunity to work with you towards a successful records management program. Please give me a call to discuss any of this you wish.

Sincerely,



Matt Daugherty
Executive Vice President

Cc: Steve Lewis

List of Recent Florida Clients:

Municipalities
City of Atlantic Beach
City of Cape Canaveral
City of Clermont
City of Coconut Creek
City of Coral Springs
City of Eagle Lake
City of Eustis
City of Fruitland Park
City of Groveland
City of Gulf Breeze
City of Gulfport
City of Jacksonville Beach
City of Keystone Heights
Town of Lady Lake
City of Madeira Beach
City of Margate
City of Mulberry
City of North Lauderdale
Town of Palm Beach
City of Plant City
City of Seminole

Counties
Clay County Utility Authority

State Agencies/Universities
Florida Atlantic University
Florida Department of Revenue
Florida State University
University of South Florida

Other
Broward County Municipal Clerks Association
Central Florida Expressway Authority
FACC - Florida Association of City Clerks
FACE - Florida Association of Code Enforcement
FGFOA - Florida Government Finance Officers Association
FRMA - Florida Records Management Association
FTDTA - Florida Tourist Development Tax Association

287.057 Procurement of commodities or contractual services.—

(1) The competitive solicitation processes authorized in this section shall be used for procurement of commodities or contractual services in excess of the threshold amount provided for CATEGORY TWO in s. 287.017. Any competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.

(e) The following contractual services and commodities are not subject to the competitive-solicitation requirements of this section:

12. Services or commodities provided by governmental entities.

Florida Public Records Technical Assistance

for

City of Treasure Island

Letter of Agreement

Submitted by

the John Scott Dailey
FLORIDA INSTITUTE OF GOVERNMENT
at Florida State University

John Scott Dailey Florida Institute of Government
Florida State University

November 24, 2025

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE FLORIDA INSTITUTE OF GOVERNMENT AT FLORIDA STATE UNIVERSITY
and
CITY OF TREASURE ISLAND, FLORIDA

This Letter of Agreement entered into as of the last date signed between the CITY OF TREASURE ISLAND, FLORIDA located at 10451 Gulf Blvd., Treasure Island, Florida 33706, hereafter referred to as "CITY," and the Florida State University Board of Trustees, acting for and on behalf of the FLORIDA INSTITUTE OF GOVERNMENT AT FLORIDA STATE UNIVERSITY, located at 3200 Commonwealth Blvd., Suite 7, Tallahassee, Florida 32303, hereafter referred to as "INSTITUTE" defines the professional services to be provided by the Institute to the CITY, and the terms of compensation.

For and in consideration of the mutual agreements herein set forth, the CITY and INSTITUTE agree as follows:

Scope of Services

A. The purpose of this Agreement is for the INSTITUTE to facilitate on-site/direct technical assistance as requested and needed by the CITY and as related to Florida's Public Records Laws. More specifically, the technical assistance will include a review of the City's paper storage inventory stored with the City's offsite storage vendor (Stevens & Stevens, Inc.)—approximately 700 cubic feet of records from various city departments. Storage inventory will be processed as follows:

1. Identification of records eligible for disposal based on Florida Department of State Records Retention Schedules and Rule 1B-24 Florida Administrative Code, pursuant to Rule 1B-24, Florida Administrative Code (FAC).

2. Completion of Records Disposal Documentation for all boxes identified as eligible for disposal as required by Rule 1B-24, Florida Administrative Code.

B. Updating of indexing data to improve access to box contents to include data sets necessary for retrieval and future processing as required by Florida's Public Records Law, Chapter 1199, Florida Statutes. Updates to box inventory index will be completed using the City's offsite vendor's inventory web portal.

C. Identification of boxes with long-term/permanent retention of high access frequency requiring digital conversion.

D. The term for this agreement shall be **March 1, 2026 through May 31, 2026 or June 10, 2026 through June 30, 2026**. The scheduled timeframe for the project for training and technical assistance includes ten (10) full days; it is understood that a full day of training and technical assistance is approximately six (6) hours.

E. The total cost of the project is $30,000.

F. All papers, records, and/or reports produced as a result of this agreement shall be and remain the property of the CITY.

G. This agreement may be canceled by either the CITY or INSTITUE with or without cause upon thirty (30) days written notice to the other party.

H. The CITY agrees to:

1. Provide access to all relevant records contemplated as part of this project and to designate the staff necessary to carry out the requirements of this project.

2. Pay the INSTITUTE a fee of $30,000 for professional services. Payment to the Institute for professional services shall be made within 40 days of receipt by the CITY of an accurate invoice from the INSTITUTE.

3. In case of cancellation, the CITY shall pay the INSTITUTE for all services rendered up to the cancellation date. Notice shall be provided in writing to the CITY's Project Manager, Lisa-Marie Kennedy, City Clerk, City of Treasure Island and the CITY's Attorney, and the INSTITUTE's Project Manager, Jeff Hendry, Director for the Florida Institute of Government and designated FSU Counsel, at the addresses set forth in the introduction of this agreement.

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by duly authorized representatives of both the INSTITUTE and the CITY

Term of Agreement

The term of this Agreement shall be The term for this agreement shall be **March 1, 2026 through May 31, 2026 or June 10, 2026 through June 30, 2026**. unless amended in writing by both the CITY and INSTITUTE.

Terms of Compensation

The total compensation paid to the Institute for professional services to be rendered under this Agreement shall be Thirty-thousand dollars ($30,000.00) unless amended in writing by both parties. After receiving an accurate invoice, the CITY shall make payment to the Florida Institute of Government at Florida State University in accordance with the Local Government Prompt Payment Act, Florida Statutes 218.70, *et seg*.

Ownership of Materials/Records

All papers or records produced as a result of this Agreement shall be and remain the property of the CITY.

Termination Options

a. This Agreement may be canceled by either the CITY or INSTITUTE without cause upon thirty (30) days written notice to the other party.

b. Either party shall have the right to terminate this Agreement immediately for cause. For purposes of this Agreement, "cause" shall mean the happening of an Event of Default (as defined herein) by the other party. Such termination shall be effective upon written notice to the defaulting party, identifying the Event of Default upon which termination was based. The following events shall constitute an "Event of Default":

- Any covenant or agreement of either party contained herein or in any other agreement between the CITY and the INSTITUTE is not performed and such failure or breach, if capable of being remedied, is not remedied within thirty (30) days after the defaulting party has been notified of such failure or breach.

- Either party may cancel this Agreement in the event the other party refuses reasonable public access to all documents, papers, letters, or other materials made or received by that party in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.

- In case of cancellation, the CITY shall pay the INSTITUTE for all services rendered up to the cancellation date.

Marketing and Promotion

The CITY will not use the University's or the Institute's logo, name, trademark, and/or copyrights, or any other identifying marks or property for any advertising or publicity purposes except as provided in this Agreement or unless the CITY receives written approval from the University or Institute.

Governing Law and Venue

This Agreement is governed by the laws of the State of Florida and any provisions herein, in conflict therewith, shall be void and of no effect. The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Leon County, Florida.

Entire Agreement/Attachments/Priority

The entire understanding of the parties shall consist only of the terms and conditions contained in this Agreement. This Agreement supersedes any prior proposals, commitments or representations of any kind, whether oral or written.

Severability

In the event that any provisions of this Agreement shall be held invalid or unenforceable, such holding or such unenforceability or invalidity shall not render any other term or provision hereof invalid or unenforceable, and all other terms and provisions shall be enforceable and valid.

Captions

The paragraph headings and captions contained herein are for references only, and shall not be considered as substantive parts of this Agreement. The use of the singular or plural form shall include the other form, and the use of the masculine, feminine, or neutral gender shall include the other genders.

Force Majeure

Neither party shall be responsible or liable for any failure to perform, hereunder, if such failure is caused by the Acts of God, acts of government, strikes or labor disputes, failures of fire, flood, or other casualty, failure of subcontractors or suppliers, acts of terrorism, or any other cause (whether or not similar or any specified herein) beyond the parties' reasonable control.

Waiver

Failure of either party to enforce provision of this Agreement shall not be considered a waiver of that party's right to enforce said provision or any other provisions included herein.

Notices/Primary Contacts

Any notice or other communication hereunder shall be in writing, shall be sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and shall be deemed given when sent or when deposited, postage prepaid, in the United

States mail, addressed as set forth below or to such other address as either of the parties shall advise the others in writing.

Notice Address and Primary Contact for INSTITUTE

Jeff Hendry
Director
The John Scott Dailey Florida Institute of Government at Florida State University
3200 Commonwealth, Suite B
Tallahassee, Florida 32302
Telephone: (850) 645-6700
E-Mail: jhendry@fsu.edu

Notice Address and Primary Contact for CITY

Lisa-Marie Kennedy, City Clerk
City of Treasure Island
10451 Gulf Blvd.,
Treasure Island, Florida 33706
Telephone: (727) 547-4575, X228
E-Mail: lkennedy@mytreasureisland.org

Modification/Amendment

No amendment of variation of terms of this agreement shall be valid unless made in writing and signed by duly authorized representatives of both the INSTITUTE and the CITY.

Assignability

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party.

Limited Representation and Disclaimer of Warranties

Both parties represent and warrant they have the full right, power and authority to enter into this Agreement and to perform their obligations hereunder.

Litigation

In the event of litigation between the parties hereto, each party agrees to be liable and responsible for its own costs, expenses and legal fees, including attorney fees and costs.

Indemnification and Liability

Each party hereby assumes any and all risks of personal injury and property damage attributable to the acts or omissions of that party and/or the officers, employees, or agents thereof. The parties acknowledge that the State of Florida, its agencies and political subdivisions cannot be sued unless sovereign immunity is waived; that the power to waive sovereign immunity is vested exclusively in the Legislature, and that consent to be sued may only be effectuated by legislative act. Therefore, the parties agree that nothing contained in this Agreement shall be construed or interpreted as a consent on the part of the State of Florida or the City of Keystone Heights to be sued nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, or as denying to either party any remedy or defense available to such party under the laws of Florida.

Consents, Approvals and Requests

Except as specifically set forth in this Agreement, all consents, requests and approvals to be given by either party under this Agreement shall be in writing and not unreasonably withheld. Each party shall make only reasonable requests under this Agreement.

Lobbying

The INSTITUTE is prohibited from using compensation received under this Agreement for lobbying the Florida Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive or judicial branch of state government.

Non-Discrimination

The INSTITUTE shall not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services in its performance of this Agreement

Signed, sealed and delivered in the presence of:

Florida State University Board of Trustees,
acting for and on behalf of the Florida Institute
Of Government at Florida State University

BY: _____

Paul Harlacher
Associate Vice President for
Academic Affairs, Budget and Finance
Florida State University

Date: _____

BY: _____

Charlie Van Zant
City Manager
City of Treasure Island

Date: _____

AGENDA ITEM NO. G.11

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 5, 2026

SUBMITTED BY: Joan Goodrich, Administration

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Authorization to Proceed with a Request for Qualifications (RFQ) Solicitation for Master Planning Services for the Treasure Island Commercial Redevelopment Master Plan Project

BACKGROUND:

At the October 21, 2025, workshop meeting, the City Commission directed the City Manager to distribute a request for quotation for Master Plan Advisory Services with a budget not to exceed $50,000. Staff completed the quotation solicitation on October 31, 2025, with no award being made.

During the November 18, 2025, Regular Meeting of the City Commission, the City Manager was directed, on a vote of 4-1, to proceed with a Request for Qualifications (RFQ) solicitation for a master planner.

Subsequently, at the December 2, 2025, City Commission meeting, a draft scope of services was presented and discussed with a recommendation to complete the formal solicitation package and focus the project on several key commercial districts and areas.

POLICY/PURPOSE:

The purpose of this item is to receive City Commission

direction/authorization to proceed with the Treasure Island Commercial Redevelopment Master Plan project.

STRATEGIC PLAN RELEVANCE:

Rebuild, Restore, and Redevelop

Rebuild, strengthen and modernize properties and infrastructure for resiliency, economic development and sustainability utilizing a community-focused vision.

Community

Create a vibrant, active, walkable, engaging, and thriving community that welcomes locals, families, and visitors.

Financial and Economic Development

Increase the non-residential tax base by redeveloping the downtown district and other commercial areas.

ANALYSIS/DISCUSSION:

This project is expected to produce a practical, actionable plan for Treasure Island's strategic commercial redevelopment areas. The city will select one firm through a formal solicitation process to develop a roadmap guiding future commercial redevelopment, quality-of-life investments, and infrastructure improvements.

By completing a commercial redevelopment master plan, the city expects to:

- Strengthen the community's economic base and vitality.
- Revitalize underperforming and aging commercial areas.
- Expand and modernize the city's mix of commercial uses and spaces.
- Encourage mixed-use and higher-value development where appropriate.
- Align regulations, tools, incentives with desired redevelopment outcomes.
- Position Treasure Island for long-term fiscal sustainability.

The master plan project will be conducted over nine months, following the formal request for qualifications (RFQ) solicitation process and approval of a Master Planning Services agreement.

FUNDING:

The costs will be determined following negotiations by the City Manager with the preferred top proposer selected by the City Commission.

MOTION:

I move to:

Direct the City Manager to proceed with the Request for Qualifications (RFQ) Solicitation for Master Planning Services for the Treasure Island Commercial Redevelopment Master Plan Project.

ATTACHMENTS:
26-009-RFQ-Master Plan.pdf

CITY OF TREASURE ISLAND

REQUEST FOR QUALIFICATIONS 26-009

Commercial Redevelopment Master Plan

ISSUED JANUARY 6, 2026

RESPONSES DUE FEBRUARY 6, 2026 by 2 PM

City of Treasure Island
10451 Gulf Boulevard
Treasure Island, Florida 33706
www.myTreasure Island.org

SOLICITATION SCHEDULE

Statements of Qualification (SOQs) may be hand-delivered or mailed to City of Treasure Island City Hall, 10451 Gulf Boulevard, Treasure Island, FL 33706 to the attention of the David Green, Assistant Finance Director, or submitted online via DemandStar. All SOQs, **one (1) with original signature and one (1) additional digital (PDF) version of the original** must be received before the closing date and time. All SOQs must be submitted on the City's official Proposal Form. **All envelopes must be clearly marked "Commercial Redevelopment Master Plan"**. Respondents submitting via DemandStar do not need to submit original hard copies, but must submit all requirements via DemandStar and must submit before the stated closing date.

IMPORTANT DATES

	**Timeline is subject to change*
January 6, 2026	Solicitation posted
January 16, 2026	Non-mandatory pre-proposal meeting
January 20, 2026	Questions due by 12pm
January 27, 2026	Answers posted by 5pm
February 6, 2026	Closing Date / Proposal Opening 2pm
February 24, 2026	Commission Evaluation Meeting

A virtual, non-mandatory pre-proposal conference will be held Friday, January 16, 2026 at 10:00am on Microsoft Teams. This pre-proposal meeting will allow Proposers the opportunity to ask any questions concerning this solicitation. Interested Proposers may email dgreen@mytreasureisland.org for a link to the meeting.

Any SOQs received after the specified date and time will not be considered. The public meeting to open all submissions will be held shortly after the closing date/time at the City of Treasure Island Helm Boardroom, 3rd Floor, located at 10451 Gulf Boulevard, Treasure Island, FL. The purpose of the public opening is for acknowledgement of proposals received. Only the names of proposers will be announced at that time. The documents will not be reviewed or evaluated at the public opening and no discussion concerning the proposals will be held at this time.

The City of Treasure Island is committed to ensuring that all solicitation documents are available and accessible to the public at-large. Should you experience any difficulty in accessing any of these solicitation documents, please contact David Green, Assistant Finance Director at dgreen@mytreasureisland.org.

The RFQ document may be obtained from the Internet via the City's Website www.mytreasureisland.org or from DemandStar. Questions concerning the RFQ should be submitted by email to dgreen@mytreasureisland.org by January 20, 2026, by 12 PM. All questions will be answered and posted on the City's DemandStar portal by January 27, 2026 at 5 PM.

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

SECTION I
OBJECTIVES

Purpose: To create a Master Plan for the City of Treasure Island's strategic areas of commercial redevelopment that is strategic, practical, and actionable.

The City will select one (1) firm to serve as a Master Planner Consultant to create an appropriate roadmap directing the community's future commercial redevelopment and associated quality of life and infrastructure improvements.

By completing this commercial redevelopment master plan the City expects to:

I. Strengthen the community's economic base and vitality
II. Revitalize underperforming and aging commercial areas
III. Expand and modernize the city's mix of commercial uses and spaces
IV. Encourage mixed-use and higher-value development where appropriate
V. Align regulations, tools, incentives with desired redevelopment outcomes
VI. Position Treasure Island for long-term fiscal sustainability

SECTION II
SCOPE OF WORK

A. Plan Areas

The master plan will focus on several key commercial districts and areas (see illustrative map below) with several zoning classifications including Resort Facilities High (RFM-50), Planned Redevelopment-Mixed Use Core (PR-MU C), Planned Redevelopment-Mixed Use Gulf Blvd (PR-MU GB), Commercial General (CG), and Residential Medium (RM-15).

Link to Treasure Island Future Land Use and Zoning Maps



B. Scope of Services

Tasks to be performed include:

1. **Existing Conditions, Constraints & Market Baseline**
   a. Review/assess existing land use, zoning, building conditions, and key parcels.
   b. Provide a concise demographic, economic and market opportunity profile for Treasure Island.
   c. Inventory and assess nearby public facilities as amenities in each district/area/unique property.
   d. Identify opportunity sites, vacant parcels, underutilized buildings, and key character areas for each district/area/unique property.
   e. Evaluate assets and infrastructure capacity constraints (stormwater, sewer, utilities, roads, parking) and provide recommendations to solve or improve.

2. **Visioning & Guiding Principles**
   a. Conduct a project kick-off open to all including residents, commercial property owners, businesses, partners, and stakeholders.
   b. Facilitate a comprehensive engagement plan including workshops, surveys, and listening sessions.
   c. Develop a concise vision statement and guiding principles.
   d. Produce simple and inspiring diagrams or sketches illustrating what the community's future commercial character could become.

3. **Land Use & Redevelopment Scenarios & Feasibility**
   a. Evaluate zoning and identify barriers (height, FAR, IRR, setbacks, parking, density, et.al.) for each district/area/unique property.
   b. Based on zoning analysis, prepare land use alternatives and redevelopment concepts suitable for each district/area/unique property.
   c. Develop concept plans and 3-D massing models for redevelopment opportunities.
   d. Provide district area commercial space guidance (building form, storefront design, height/massing transitions including diagrams and graphics).
   e. Conduct a comprehensive feasibility evaluation on at least one potential redevelopment opportunity in each district/area/unique property (±3 acres) to determine if existing rules support project viability (feasible, feasible with modifications, not feasible).
   f. Identify catalytic public investments to accelerate private commercial investments in each district/area/unique property.

4. **Mobility & Parking**
   a. Review past mobility, traffic, and parking structure feasibility studies and provide a parking evaluation for each district/area: current supply, utilization, circulation, parking demand and management options designed to provide enhanced user experience.
   b. Identify quick-build mobility improvements (crosswalks, traffic calming, sidewalk widening, bike amenities).
   c. Identify long-term mobility and parking improvements to accommodate future growth in residents, businesses, employees, and visitors.

5. **Economic Vitality & Housing**
   a. Identify market opportunities and tools to support new office, retail, and hospitality development and investments in each district/area/unique property.
   b. Recommend strategies for economic diversification and small business support.
   c. Identify opportunities for arts, culture, entertainment, and enhanced activation to drive more customers and foot-traffic to Treasure Island.
   d. Study local, county, state, and federal regulations and make recommendations to create more housing in each district/area.

6. **Fiscal and Financial Modeling & Economic Impact Analysis**
   a. Evaluate the current fiscal conditions of each district, including:
      - Property tax revenues
      - Sales tax estimates
      - Parking revenues (if applicable)
      - Operational costs for public services (public works, safety, maintenance)
   b. Prepare a baseline fiscal profile for each redevelopment opportunity parcel (± 3 acres) in each district/area/unique property.
   c. Complete pro forma analysis of catalytic and priority redevelopment sites.
   d. Conduct scenario based fiscal modeling for redevelopment concept plans.
   e. Evaluate funding mechanisms (grants, TIF, special districts, public-private partnerships, streetscape-parking district).
   f. Identify fiscal impacts on city operating and capital budgets from future redevelopment potential.

7. **Private-Sector Infrastructure Funding & Development Incentive Strategies**
   a. Identify mechanisms through which developers may contribute to public infrastructure upgrades, repairs, or expansions.
   b. Assess the feasibility of offering development bonuses (e.g., density, intensity, height) in exchange for verified financial contributions, construction of public improvements, land dedication, and/or other community benefits.
   c. Recommend legally sound, fiscally beneficial policy frameworks and code amendments aligned with the City's long-term redevelopment and infrastructure goals.
   d. Provide best practices and examples from comparable coastal communities that have successfully implemented incentive-based development tools to support public infrastructure.

8. **Implementation Roadmap**
   a. Prioritize actions by short (1-3 yr.), mid- (4-7 yr.), and long- (8-10 yr) terms.
   b. Identify "early wins" list for immediate action.
   c. Provide recommendations by area.
   d. Recommend comprehensive plan/zoning/code amendments to support potential redevelopment concept plans.

9. **Remaining Deliverables**
   a. Prepare and present Draft Plan for public review and comment
   b. Refine Draft Plan and submit Final Plan
   c. Prepare and submit Executive Summary

d. Prepare and provide Public Meeting Presentation Materials

C. Plan Deliverables

1. Existing Conditions, Constraints, Market Baseline Report
2. Vision & Guiding Principles Summary
3. Land Use & Redevelopment Scenarios and Feasibility Studies Package (with graphics, testing, 3D massing)
4. Redevelopment Toolbox and Incentives Policy Guide
5. Draft Commercial Redevelopment Master Plan
6. Final Commercial Redevelopment Master Plan
7. Executive Summary (up to 4 pages)
8. Public Meeting Presentation Materials

D. Project Timeline

Task Area	Task	9-Months
1	Existing Conditions, Market Baseline, Kickoff Engagement	1
2	Visioning, Guiding Principles, Early Sketches	2-3
3	Land Use & Redevelopment Scenarios and Feasibility Studies Package	3-5
4	Mobility and Parking	4-5
5, 6, 7	Redevelopment Toolbox and Incentives Policy Guide, Economic Vitality, Housing, Fiscal & Financial Modeling	5-7
8, 9	Draft Plan, Public Review, Refinement	8
8, 9	Final Plan, Implementation Roadmap, and Adoption Materials	9

E. Qualifications & Experience Requirements

SOQs will be considered from firms normally engaged in providing the services requested and having experience successfully providing the services in the State of Florida. Respondents to this solicitation including subcontractors must be registered with the State of Florida, Division of corporations (SunBiz) to do business in Florida. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right, before awarding any contract, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions of the Contract. The City will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform. Firm principals must have performed continuous planning services for a minimum of five years. To qualify for consideration, the respondent must present proof of any licensing or certification which will be required by law to perform the services set out in the scope of services outlined in this RFQ.

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SECTION III
GENERAL INSTRUCTIONS

Proposal Format
All SOQs must be typewritten. Legibility, clarity, and completeness are essential. The SOQ must be signed by individual(s) legally authorized to bind the Consultant.

Submission Procedures — Mailed/Delivered (Option 1) or via DemandStar (Option 2)

OPTION 1

One (1) original of all required documents with original signature(s) and one (1) electronic copy on a flash drive are to be submitted in a sealed envelope/package to:

Assistant Finance Director
City* of *Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706

To prevent opening by unauthorized individuals, your proposal should be identified as follows:

THE CITY OF TREASURE ISLAND, FLORIDA
Commercial Redevelopment Master Plan
RFQ No. 26-009

Name of Consultant: _____

Point of Contact: _____

_____

OPTION 2

Respondents may submit **all** required documents via DemandStar and forgo the delivery or shipping of an original hard copy. This is a voluntary option.

Respondents must either submit via Option 1 **or** Option 2. SOQs submitted using both options risk being deemed non-compliant.

Additional Information and Specification Changes
Questions and requests for additional information should be addressed to David Green, Assistant Finance Director, by email at dgreen@mytreasureisland.org. Only written interpretations or answers made as to the meaning or specifications of the scope of this RFQ will be binding. It is the further responsibility of each Respondent to determine whether any addenda have been issued to this RFQ and to incorporate any such addenda into the submission of qualifications.

A. Evaluation Criteria

The City Commission will serve as the evaluation committee and will direct the City Manager to negotiate with the highest ranked firm. The following rating system will be utilized by the City Commission to score and rank each submission.

Component	Maximum Points Available
Project Approach and Understanding	25
Experience with Similar Projects	25
Personnel Qualifications and Experience	25
Availability and Firm Capacity	25
Total Points Available	**100**

B. Evaluation Criteria Detail

1. Project Approach and Understanding

Provide brief overview of firm and firm history. Provide a narrative demonstrating Respondent's approach to the project and its ability to furnish services. Describe the various phases of the project.

Indicate whether services will be provided by Respondent or by a subconsultant firm. When services are to be provided by a subconsultant firm, include subconsultant firm's name, appropriate qualifications and specify what services will be provided.

Relative to the scope of services, describe the specific abilities of the firm. Describe the Respondent's plan for the services and how those plans are to be executed.

Include any innovative approaches to providing the services or to implementing the project.

2. Experience with Similar Projects

Provide information on a maximum of five (5) similar projects completed within the last 5 years. Include the firm's role and responsibilities, a description of the work completed, and the total cost of services. Identify members of the project team who have worked on these representative projects and their levels of responsibility.

Each project/reference should include the name of the agency/customer and the name, address, telephone number and email address of a point of contact from the agency/customer. The City will contact the provided references, so proposers are strongly encouraged to confirm points of contact before submitting their proposals.

3. **Personnel Qualifications and Experience**

   State the size of staff, number of AICP licensed planners and overall experience of the assigned staff for this project. Include technical background, experience information, and other applicable data for proposed personnel and any proposed subconsultants.

   Attach resumes for key personnel of the Project Team, detailing qualifications and past experience as it relates to similar types of projects. Information shall include name of individual and where the individual will be located during the project.

4. **Availability and Firm Capacity**

   Provide a short narrative outlining how the Respondent intends to manage the project in order to meet schedule and budget requirements. Indicate the earliest available start date for your team.

   Indicate the location of the office from which services will be performed and the current/ projected workload of team members. Describe how personnel will be assigned and tasks effectively handled in order to provide the most efficient services to the City.

C. SOQ Submission

In order to maintain comparability and enhance the review process, SOQs shall be organized in the manner specified below and include all information required herein. The SOQ must name all persons or entities interested in the proposal as principals. The SOQ shall be submitted on 8 ½ x 11 paper, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

1. Cover Page – Identify the name of Respondent's agency/firm, address, telephone number, name of contact person, contact person email, date, and the proposal number and description.
2. Tab 1 – Table of Contents: Include a clear identification of the material by section and by page number.
3. Tab 2 – Cover Letter (limit to 2 pages): Provide a brief letter introducing the firm/team. Explain why the City should select the firm.
4. Tab 3 – Required Forms (completed and signed) – Section IV Proposal Forms including all certifications, statements and affidavits; Section V General Conditions (signature page only). Respondents must also submit their E-Verify registration, Florida Division of Corporations Registration (SunBiz), and proof of insurance.
5. Tab 4 – Project Approach and Understanding
6. Tab 5 – Experience with Similar Projects
7. Tab 6 – Personnel Qualifications and Experience
8. Tab 7 – Availability and Firm Capacity

SECTION IV
PROPOSAL FORMS

QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

SUBMITTED TO: City of Treasure Island – RFQ 26-009

SUBMITTED FOR: Commercial Redevelopment Master Plan

PROPOSERS CONTACT INFORMATION:

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Signature: _____

AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

TYPE OF ORGANIZATION *(select one)*:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership (General or Limited): _____

Name and Address of Each Partner: _____

_____

_____

CORPORATION

State of Incorporation: _____

Date of Incorporation: _____

Executive Officers

- Chief Executive Officer: _____

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

PROPOSERS GENERAL INFORMATION

Type of License: _____

License Number: _____

Years of Business under License Number: _____

If nonresident, proof of authority to do business in the State of Florida (*Attach with form submission*).

Is this organization an equal employment opportunity employer?

YES NO

Does this organization have a Drug-Free Workplace program pursuant to Section 287.087, Florida Statutes? *If yes, include Attachment in this Section.*

YES NO

CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

PROPOSERS SPECIFIC INFORMATION

Previous Experience:

Has any firm listed ever failed to complete a contract awarded to it?

YES NO

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES to either of the two questions above, list as an attachment and state why. Include each project's contact information.

PROPOSER CERTIFICATION

The undersigned, as Proposer, does declare that no other persons other than the Proposer has any interest in this proposal or in the contract to be executed, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one proposal received for the same work from an individual, firm, partnership, corporation or joint venture under the same name or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one proposal for the same work will cause the rejection of all Proposals in which the Proposer is interested. If there are reasonable grounds for believing collusion exists among Proposers, the Proposals of participants will not be considered.

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

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

_____
COMPANY NAME

_____ _____
NAME (PRINT) TITLE

_____ _____
SIGNATURE DATE

DRUG-FREE WORKPLACE CERTIFICATE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under the proposal a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____ _____

Signature Date

_____

Printed Name

ADDENDA ACKNOWLEDGEMENT FORM

This form must be submitted with all Statements of Qualifications, regardless of whether or not any addendum was issued.

ACKNOWLEDGEMENT is hereby made of receipt of the following addenda issued during the response period, if any:

	Signature	**Date**
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to_____
(Print name of the public entity)

by _____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is_____

_____

and (if applicable its Federal Employer Identification Number) is _____

(if the entity has no FEIN, include the Social Security Number of the individual signing

this sworn statement:_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means: a predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives' partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract in which proposals or applies to id on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. I understand that a person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a proposal, proposal or reply on a contract to provide goods or services to a public entity, may not submit a proposal, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, cub-consultant, or Consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. (Please indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholder, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer and the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALANDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me by means of (select one): [ ] physical presence or [ ] online notarization, this_____day of_____, 2026, by _____**,** who is [select one:]

[ ] personally known to me **–or—** [ ] has produced a Florida driver's license as identification.

Personally known_____ _____
Notary Public – State of Florida

OR Produced Identification _____

My Commission Expires _____

_____
(Type of identification)

_____
(Printed, typed or stamped
commissioned name of notary public)

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the City of Treasure Island.

The undersigned, on behalf of _____ ("Consultant"), hereby attests as follows:

A. Consultant understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Treasure Island from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Consultant hereby attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

SECTION V
GENERAL CONDITIONS

To ensure acceptance, all Consultants submitting proposals to the City of Treasure Island ("City") will be governed by the following conditions, attached specifications, and Proposal Form(s) unless otherwise specified. Proposals not submitted on the Proposal Form(s) provided or not complying with these conditions will be subject to rejection.

1. **Interpretations.** All questions concerning the specifications within must be directed by email to David Green, Assistant Finance Director at dgreen@mytreasureisland.org. Interpretations will be posted on the City's DemandStar portal. The City will not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

2. **Respondent Representations.** It is the responsibility of each Respondent before submitting a proposal to:
   a. examine and carefully study the RFQ, and any data and reference items identified in the RFQ;
   b. become familiar with and satisfy itself as to all laws and regulations that may affect cost, progress, and performance of the work;
   c. promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that respondent discovers in the RFQ and confirm that the written resolution thereof by the City is acceptable to Respondent;
   d. determine that the provisions of the RFQ are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the work; and
   e. agree that the submission of a SOQ will constitute an incontrovertible representation by Respondent that Respondent has complied with every requirement of the RFQ, that without exception the Proposal and all prices in the SOQ are premised upon performing and furnishing the work required by the RFQ and that the RFQ is sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the work.

3. **Response Preparation Expenses.** Each Respondent preparing a SOQ in response to this request will bear all expenses associated with their preparation. Respondents shall prepare a response with the understanding that no claims for reimbursement may be submitted to the City for the expense or presentation.

4. **Sealed Proposals.** All mailed/delivered Proposals and required documents must be submitted in a sealed envelope. An authorized representative of the respondent must sign all Proposal Forms. The face of the Proposal envelope must be plainly marked identifying the item and the date of the Proposal opening. No Proposals will be accepted after closing time for receipt of Proposals, nor will any submissions by telephone, fax, or e-mail be accepted.

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

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

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

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

9. **Mistakes.** Respondents are expected to examine the conditions, scope of work, proposed prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the Respondent's risk.

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

11. **Selection of Proposal.** Prior to contract award, any Respondent may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the Respondent must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Respondent and any proposed sub-consultants, suppliers and individuals, or entities to perform the work in accordance with the contract documents. In evaluating whether a Respondent is responsible, the City will consider the qualifications of the Respondent and may consider the qualifications and experience of suppliers proposed for those portions of the work for which they identify suppliers. Such information must be submitted as provided in the Proposal documents. The City will also consider whether the Respondent is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City, at its sole discretion, may select the Respondent that it believes is appropriately qualified, responsible, and responsive.

12. **Award of Contract.** Recommendation for award of contract will be made by the City Commission based on the highest ranked, most responsive, and most responsible Respondent meeting all conditions and requirements of the RFQ. The contract awarded will be legally binding on both parties at the time of award by the City Commission.

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

14. **Identical Tie Proposals.** In the event that two or more proposals are identical in price, quality, and service, preference will be given to businesses with a conforming Drug-Free Workplace Program. A Drug-Free Workplace Certificate is enclosed.

15. **Protests.** Respondents who do not agree with the City's recommendation for award will be afforded the opportunity to protest the recommendation by submitting written notice to the Assistant Finance Director within five (5) working days after notice of award. The protest must state the grounds for the protest and the action requested. Proposals not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The petitioner will be furnished a copy of the written determination and recommendation.

a. The Department Director shall prepare and submit a written determination to the City Manager recommending either approval or disapproval of the petition.
b. The City Manager shall review and either approve or disapprove the recommendation of the Director.
c. Decisions of the City Manager may be appealed to the City Commission by submitting to the City Clerk a written request for hearing within five (5) working days from the date of the City Manager's written decision. The written request shall state the grounds for the appeal and the action requested of the City Commission.
d. A final decision under this section will be conclusive and shall represent the position of the City.
e. In the event of a timely protest and/or appeal, the City shall not proceed further with the award for the respective discipline unless the City Manager can justify the award as protecting the public health, welfare, or safety of the City.

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

Lobbying of evaluation committee members, city government employees, or elected officials regarding request for proposals, request for qualifications, invitations to bid, purchasing contracts, or bid protests, by the Respondent/protestor any member of the Respondent's/protestor's staff, any agent or representative of the Respondent/protestor, or any person employed by any legal entity affiliated with or representing a Respondent/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the City Commission, until: an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded, whichever is later. This prohibition includes the act of carbon copying officials, agents or employees of the City on email correspondence. Any lobbying activities in violation of this section or on behalf of a Respondent/protestor will result in the disqualification or rejection of the bid, quotation, statement of qualification, Proposal or contract, and may lead to debarment of the respondent or Respondent/protestor.

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

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

17. **Proposals From Related Parties or Multiple Proposals Received From One Respondent.** Where two (2) or more related parties each submit a Proposal or multiple Proposals are received from one (1) Respondent for any

contract, such Proposals will be judged non-responsive. For purposes of this section, related parties means Respondents or the principles thereof, which have a direct or indirect ownership interest in another Respondent for the same contract or in which a parent company or the principles thereof of one (1) Respondent have a direct or indirect ownership interest in another respondent for the same contract.

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

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

20. **Documents Related to Contracted Work.** All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and will be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this agreement in whole or in part. Documents shall be provided in original searchable electronic format (as opposed to scanned with OCR). The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in the documents provided.

21. **Required Disclosure.** With its submission the Respondent must disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) Respondent, (ii) any business entity related to or affiliated with Respondent, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Respondent or of any such related or affiliated entity. This disclosure will not apply to any person or entity that is only a stockholder and owns 20 percent or less of the outstanding shares of a Respondent whose stock is publicly owned and traded.

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

22. **Scrutinized Companies.** By engaging in business with the City, each Respondent confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as described in Section 287.135, Florida Statutes, or engaged in a boycott of Israel or, for goods or services over one million dollars, respondents confirm they are not on any of the scrutinized company lists identified in Section 287.135, Florida Statutes, or engaged in any such activity identified in that section.

a. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

b. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes, or engaged in business operations in Cuba or Syria.

23. **Tax.** The City is exempt from all state and local sales tax.

24. **Payment of Invoices.** Payment by the City shall be made in accordance with Sections 218.70 *et seq*. Florida Statutes, Local Government Prompt Payment Act. The signed purchase order and a correct invoice must have been received before payment can be made. All purchases are subject to availability of funds in the City's budget.

25. **Appropriations Clause.** By submitting a Proposal, the Consultant certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the Consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

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

The selected Consultant may be required to provide expert witnesses or testimony, if required by the City, to testify in connection with any suit at law or administrative proceeding. A supplemental agreement will be negotiated between the City and the selected Consultant describing the services desired and providing a basis for compensation to the selected Consultant.

27. **Licenses, Registration and Certificates.** Each Respondent must be authorized to conduct business in the State of Florida and must possess at the time of submitting its proposal all licenses, registrations and certificates

necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty Consultant) in the City. Respondent must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

28. **Permits and Taxes.** The Respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

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

30. **Unauthorized Aliens.** The City will consider the employment by the Respondent of unauthorized aliens a violation of Title 8 USC 1324a of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this contract.

31. **Utilities.** The City will not provide utilities such as water, electricity or refuse pickup unless noted in the contract documents.

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

33. **Conflict of Interest and Code of Ethics**. The Respondent represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required in the contract. Such conflicts shall include but not be limited to the engagement of any services of any person or persons in the employ of the City, on either a full or part-time basis. The Respondent further represents that no person having any such interest will be employed by it/him/her during the agreement term and any extensions.

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

With respect to this RFQ, if any Respondent violates, directly or indirectly, the ethics provisions of the Florida criminal or civil laws related to public procurement, including, but not limited to, Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Respondent will be disqualified from eligibility to perform the work described in this RFQ, and may also be disqualified from furnishing future goods or services to the City, and from submitting any future bids or proposals to supply goods or services to the City.

By submitting an SOQ, the Respondent represents to the City that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Respondent is determined to have been untruthful in its SOQ or any related presentation, such Respondent will be disqualified from eligibility to perform the work described in this RFQ and may also be disqualified from furnishing future goods or services to the City, and from submitting any future bids or proposals to supply goods or services to the City.

By offering a submission to this RFQ, the Respondent certifies that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective individual or firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

34. **Nondiscrimination.** In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the City hereby notifies all prospective Respondents that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

35. **Verification of Employment Status Certification.** In accordance with Florida law, the Consultant shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the contract. Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Consultant. Consultant may not enter into a contract with a subcontractor to perform work under this contract unless and until the subcontractor registers with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform work under this contract, Consultant must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain copies of all such affidavits for the duration of this contract. The City may terminate this contract for cause if the City determines that Consultant or Consultant's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. The City will terminate this contract for cause if the City has a good faith belief that Consultant has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that Consultant otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify Consultant as such, and Consultant must immediately terminate Consultant's contract with said subcontractor. If this contract is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this contract and may not be considered as such; (b) Consultant may not be awarded a public contract for at least 1 year after the date on which the contract is terminated; and (c) Consultant is liable for any additional costs incurred by the City as a result of the termination of the contract.

36. **Americans with Disabilities Act.** The City does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e., mandatory pre-submittal meeting or presentation), should contact the City's Assistant Finance Director at least twenty-four hours in advance of the activity to request reasonable accommodations.

37. **No Consideration of Consultant's Social, Political or Ideological Interests.** Pursuant to section 287.05701, Florida Statutes, as may be amended, the City may not request documentation of or consider any of Consultant's social, political, or ideological interests when determining if Consultant is a responsible Consultant, nor may the City give preference to Consultant based on Consultant's social, political, or ideological beliefs.

38. **Insurance Requirements.**

A. The Consultant is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the City accepts that the Consultant has satisfactorily completed all work required under the contract; and cause sub-consultant(s), if utilized, to acquire and maintain the same.

1. The Consultant, if selected, will provide the City with a Certificate or Certificates of Insurance showing the existence of coverage as required by the contract prior to the start of any work under this contract. In addition, the Consultant will provide to the City, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

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

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

2. All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both Consultant and sub-consultant(s) shall be endorsed to include The City of Treasure Island as an Additional Insured.
3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFQ and is signing the contract with the City.
4. Consultant shall notify the City within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by Consultant from its insurer.

B. **Specific Insurance Coverages and Limits**

All requirements in this Insurance Section shall be complied with in full by the Consultant unless excused from compliance in writing by the City. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

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

1. Workers' Compensation:	Florida Statutory Requirements
Employer's Liability:	$1,000,000 Each Employee
	$1,000,000 Each Employee Disease
	$1,000,000 Aggregate Disease

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

   $1,000,000 Per Occurrence
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal/Advertising Injury
   $2,000,000 General Aggregate

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

   $1,000,000 Combined Single Limit Per Accident

4. Professional Liability (Errors and Omissions) Insurance: The Consultant shall provide coverage with at least minimum limits shown below. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant may submit annually to the City, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

   $1,000,000 Each Occurrence or Claim
   $2,000,000 General Aggregate

   For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

   The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this contract shall be liable in accordance with section 471.023(3) of the Florida Statutes.

5. Property Insurance: Consultant will be responsible for all damage to its own property, equipment, and/or materials.

C. These insurance requirements shall not limit the liability of the Consultant and/or sub-consultant(s). Any remedy provided to the City by the insurance provided by the Consultant and its consultants or sub-consultants will be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant) available to the City under contract or otherwise.

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

E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

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

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

H. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements specified in this contract.

J. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property. The Consultant shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

   The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Consultant acknowledges that such stoppage will not shift responsibility for any damages from the Consultant to the City.

K. No Waiver. Neither approval nor failure to disapprove insurance furnished by the Consultant or its sub-consultant will relieve the Consultant or sub-consultant from responsibility to prove insurance as required.

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

39. **No Contract Funds to be Used for Identification Documents for Those Not Lawfully in U.S.** Consultant agrees that Consultant does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

40. **Conflicts of Interest.** The Consultant represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval and further agrees that during the term of this agreement, the Consultant will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval.

41. **Foreign Country of Concern Disclosure Certification.** This certification is applicable if the offer exceeds $100,000. Pursuant to section 286.101, Florida Statutes, the Consultant is required to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Note that within one (1) year before proposing any contract to the City, such entity must provide a copy of such disclosure to the Florida Department of Financial Services.

    By executing this certification, the Consultant certifies that it either has, or will prior to contract award, disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern (CHECK "NONE" IF NONE EXISTS).

    □ NONE

    OR

    □ CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

    If this option is selected, in the space below, provide:

    - The name and mailing address of the disclosing entity;
    - The amount of the contract or gift or grant or the value or the interest disclosed;
    - The applicable Foreign Country of Concern;
    - The date of the termination of the contract or interest;
    - The date of the receipt of the grant or gift;
    - The name of the agent or controlled entity that is the source or interest holder; and
    - State whether within one (1) year before submitting this offer, such entity provided a copy of the disclosure to the Florida Department of Financial Services.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED TO THIS AGREEMENT WHICH VARY FROM THESE GENERAL CONDITIONS WILL HAVE PRECEDENCE

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

Signature:_____ Date:_____

Printed Name:_____

AGENDA ITEM NO. G.12

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 5, 2026
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	City Manager Review (Commissioner Czyszczon)
BACKGROUND:	For Commission Discussion
POLICY/PURPOSE:	For Commission Discussion
STRATEGIC PLAN RELEVANCE:	For Commission Discussion
ANALYSIS/DISCUSSION:	For Commission Discussion
FUNDING:	For Commission Discussion
MOTION:	

ATTACHMENTS: