



**BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, JUNE 18, 2024 – 6:00 PM
COMMISSION CHAMBERS, 10451 GULF BLVD TREASURE ISLAND, FL 33706**

MEETING NOTICE AND AGENDA

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Life Saving Award and Recognition for Officer Ryan Phillip

D.2 Parks and Recreation Month Proclamation

[Parks and Recreation Month in July](#)

E. PRESENTATIONS

F. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

G. COMMISSIONER REPORTS

Commissioner Toth

Commissioner Doctor

Commissioner Minning

Commissioner Dickey

Mayor Payne

H. APPROVAL OF MINUTES

I. CONSENT AGENDA

J. ITEMS OF BUSINESS

J.1 Second and Final Reading of Ordinance 2024-07, Amending Chapter 38 Recycling and Waste Management

[Ordinance 2024-07 \(chapter 38\) Recycling and Waste Management \(02662260-7\).docx](#)

J.2

First Reading of Ordinance 2024-03, Amending Section 3-4 “Proximity of Establishments to Church or School – Exception” by removing the 50-room requirement for hotels from the exception; amending Section 68-302 to correct a codification error; amending Section 68-484 “Accessory Uses in Motels or Hotels” to distinguish between accessory uses and incidental services.

[Ordinance 2024-03 removing 50 room limitation \(02683627-3\).docx](#)
[Ordinance_2024-03_Business_Impact_Statement.docx](#)
[Affidavit.pdf](#)

J.3 Consideration and Approval of the Collective Bargaining Agreement with Suncoast Police Benevolent Association (PBA)

[TIPD Contract 2024-2027 Final UNSIGNED \(002\).pdf](#)

J.4 Adopt the Treasure Island Connectivity Plan

[Att A - Gulf Blvd Improvements Presentation.pdf](#)
[Att B - TI Connectivity Plan.pdf](#)

J.5 Approve a Work Authorization with Advanced Engineering and Design in the Amount of \$109,598.40.

[Att A - Scope and Work Authorization.pdf](#)

J.6 Executing a Temporary Parking Agreement with Middle Grounds Grill

[2024 Non-Exclusive License Agreement signed.pdf](#)

J.7 Agreement For Wastewater Services between the City of St. Petersburg and City of Treasure Island

[2024 Wholesale Wastewater Agreement and Exhibits - Treasure Island \(unsigned\).pdf](#)

J.8 Approve City Manager Purchase Authority in the total amount of \$ 45,895.20 to Xylem Water Solutions USA, Inc. for a wet well pump at Pump Station #4

[Exhibit 1 - Sole Source Memo.pdf](#)
[Quote - Treasure Island - PS-4 Spare Pump \(05-24-2024\).docx](#)

J.9 Motion to Authorize the City Manager for the Execution of Purchase Order to B&B Roadway and Security Solutions, LLC for the purchase of two (2) Pedestrian Warning Gates for the Bascule Bridge in the amount of \$44,220.00.

[B&B Roadway and Security Solutions, LLC.pdf](#)

K. 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.



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: June 18, 2024

SUBMITTED BY: John Barkley, Police

ITEM TYPE: Recognitions

AGENDA SECTION: PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

SUBJECT: Life Saving Award and Recognition for Officer Ryan Phillip

BACKGROUND: .

POLICY/PURPOSE: .

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION: .

FUNDING: .

MOTION: .

ATTACHMENTS:



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: June 18, 2024

SUBMITTED BY: Tia Payton, Administration

ITEM TYPE: Proclamations

AGENDA SECTION: PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

SUBJECT: Parks and Recreation Month Proclamation

BACKGROUND: .

POLICY/PURPOSE: .

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION: .

FUNDING: .

MOTION:

ATTACHMENTS:
[Parks and Recreation Month in July](#)

Office of the Mayor
City of Treasure Island
Florida



Proclamation

- WHEREAS*, parks and recreation are an integral part of communities throughout this country, including the City of Treasure Island; and
- WHEREAS*, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and
- WHEREAS*, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and
- WHEREAS*, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and
- WHEREAS*, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and
- WHEREAS*, parks and recreation is fundamental to the environmental well-being of our community; and
- WHEREAS*, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and
- WHEREAS*, the U.S. House of Representatives has designated July as Parks and Recreation Month; and
- WHEREAS*, the City of Treasure Island recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, J. Tyler Payne, Mayor of the City of Treasure Island, on behalf of the entire Treasure Island City Commission do hereby proclaim the month of July 2024 to be

PARKS AND RECREATION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Treasure Island, Florida, to be affixed this 18th day of June 2024.

J. Tyler Payne, Mayor



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 18, 2024
SUBMITTED BY:	Stacy Boyles, Public Works
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second and Final Reading of Ordinance 2024-07, Amending Chapter 38 Recycling and Waste Management
BACKGROUND:	There have been a number of staff injuries and complaints due to dumpster enclosure areas that are not properly kept. Courtesy requests to property owners to make repairs have been mostly unsuccessful.
POLICY/PURPOSE:	Updates to the sanitation ordinance are proposed to clarify the responsibilities of property owners with respect to maintenance of their dumpster enclosure and waste collection areas/containers and associated enforcement procedures.
STRATEGIC PLAN RELEVANCE:	The Administration Road Map, Goal 1 Objective 3 is to <i>Improve recruitment and retention of City employees.</i>
ANALYSIS/DISCUSSION:	Revisions contained in this Ordinance are proposed to improve the conditions encountered by City staff when collecting waste from waste containers and to clarify enforcement procedures and penalties. The revisions are listed below: • Sec. 38-5 Enforcement Procedures and Penalties: ◦ Allows for violations to be considered by the Code Enforcement Board and Special Magistrate. ◦ Citations may be issued within a reasonable corrective period greater than 4 hours, but no more than 4 days. ◦ The only violation type that remains for fines is due to the unlawful accumulation, placement or removal of materials. Other violations that were previously enforced via fines are now enforced via the code

enforcement process.

- Sec. 38-14 Duties of Single-Family Residential Customers:
 - Placement of containers must be at least 3 feet away from other waste/recycling containers or piles. Containers shall be stored away from public view from the adjacent right-of-way.
- Sec. 38-15 Duties of Multi-Family Residential Customers:
 - Screening, enclosures and gates must be kept in good condition and free of debris.
 - Specifies a maximum slope for the dumpster access route and the requirements to provide a smooth rolling surface.
 - The size of the rolling surface to be determined by the City.
 - In addition to enforcement actions, failure to comply may result in the customer having to transport containers to the point of collection.
- Sec 38-16 Duties of Commercial Customers:
 - Placement of containers must allow for safe and ready access by the City.
 - Screening, pads, and enclosures must be kept in good condition and free from debris and provide sufficient space with concrete bumpers.
 - Specifies a maximum slope for the dumpster access route and the requirements to provide a smooth rolling surface.
 - Size of rolling surface and pads to be determined by the City.

FUNDING:

No funding is requested at this time. A business impact statement is attached.

MOTION:

I move to approve and adopt Ordinance 2024-07 on this second and final reading.

ATTACHMENTS:

[Ordinance 2024-07 \(chapter 38\) Recycling and Waste Management \(02662260-7\).docx](#)
[Business Impact Estimate.docx](#)
[Ad 347693 Ordinance 2024-07](#)

ORDINANCE 2024-07

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 38 “RECYCLING AND WASTE MANAGEMENT” OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTION 38-4 “UNLAWFUL PRACTICES GENERALLY” AND SECTION 38-5 “ENFORCEMENT PROCEDURES AND PENALTIES” TO PROVIDE FOR ENFORCEMENT; REVISING SECTION 38-14 “DUTIES OF SINGLE-FAMILY RESIDENTIAL CUSTOMERS” TO IMPROVE CITY ACCESS TO STORAGE CONTAINERS; REVISING SECTION 38-15 “DUTIES OF MULTI-FAMILY RESIDENTIAL CUSTOMERS” TO IMPROVE CITY SAFE ACCESS TO STORAGE CONTAINERS; REVISING SECTION 38-16 “DUTIES OF COMMERCIAL CUSTOMERS” TO IMPROVE CITY SAFE ACCESS TO STORAGE CONTAINERS; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 38 of the City Code of Ordinances (“Code”), entitled “Recycling and Waste Management,” regulates the collection of waste; and

WHEREAS, under the current provisions of the Code, City staff face safety hazards when collecting waste from containers such as dumpsters; and

WHEREAS, the City desires to make the revisions contained in this Ordinance to improve the conditions encountered by City staff when collecting waste from waste containers and clarify enforcement; and

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

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

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

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

SECTION 2. That section 38-4 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 38-4. - Unlawful practices generally.

(a) *Unlawful accumulation, placement or removal of materials.* It is hereby declared unlawful and a violation of this chapter for any person to do or permit to be done any of the acts or practices listed below:

(1) To permit or allow any accumulation of solid waste, or special pick-up waste, upon public or private real property within the city for a period longer than four days without having arranged for disposal of the accumulation, or unless it is authorized by permit or in conjunction with a business lawfully operated pursuant to city code.

(2) To place or cause to be placed upon the property of another or upon any public place, waterway, or storm sewer within the city any tree trunks or limbs, trash, debris, litter, solid waste or other discarded matter of any kind, except as specifically allowed by city code.

(3) To remove, pickup, or transfer another's recyclable materials or waste deposited in containers or otherwise placed for collection. This prohibition shall include scavenging in waste or recycling containers on public or private property. This provision shall not apply to those authorized by the city to collect, process and/or market such recyclable materials or waste. Each unauthorized removal, pickup or transfer of recyclable materials or waste shall constitute a separate offense.

(4) To place in any waste or recycling container any hazardous waste, hazardous material, wet paint, construction and demolition debris, acid, explosive material, flammable liquids, burning substance or any dangerous or highly corrosive material, used oil or biological waste that might be detrimental or harmful to any person or persons. The city will not be responsible for the collection or disposal of these materials. Damage to city-owned or city-provided containers as a result of the above will be repaired at the expense of the offender.

(5) To bring solid waste and/or yard waste into the city from outside the city limits, or transfer solid waste originating from one party to another party within the city for collection and removal by the city.

(6) To burn any solid waste, yard waste, trash or debris within the city.

(7) To place non-recyclable items in recycling containers.

(8) To mix yard waste with waste or place yard waste in waste containers for collection.

(9) To bury any solid waste within the city.

~~(10) To violate any provisions of this chapter.~~

- (b) *Unlawful placement of third party or contractor-generated waste.* It shall be unlawful for any third party or contractor to create or leave construction and demolition debris, yard waste or other solid waste generated by performance of any work on private property for the city to collect. Proper disposal of such materials shall be the responsibility of the property owner, occupant or contractor. No materials from such operations shall be placed in any residential or commercial container or set out curbside for collection by the city without prior authorization by the city. Violations of section 38-4 shall be enforced as local ordinance violations with the penalties identified in section 38-5.
- (c) Nothing in this chapter shall be interpreted to prohibit activities otherwise authorized in this Code.

SECTION 3. That section 38-5 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 38-5. Enforcement procedures and penalties.

- (a) *Inspections.* City code and law enforcement officers are authorized to conduct inspections of any container, bag, or can and any collection, processing, recycling, composting, transporting or disposal facility at any time for compliance with this chapter.
- (b) *Enforcement.* Except as otherwise provided below, violations of this chapter may generally be cited, reported, and considered by the code enforcement board or special magistrate pursuant to the provisions of chapter 2, article III, Treasure Island Code of Ordinances or by any other available means as determined by the city. Each day a violation continues shall be considered a separate offense.

City code and law enforcement officers are hereby further authorized to instead enforce specific provisions of this chapter listed by subsection (c) below pursuant to the supplemental county or municipal code or ordinance enforcement procedures. The enforcement officers are authorized and directed to strictly enforce those provisions of this chapter in accordance with section 1-15 of the Code. When the enforcement officer has reasonable cause to believe, based upon personal investigation, that a person has committed a violation of those provisions of this chapter, the enforcement officer is hereby authorized to issue a citation.

Prior to issuing a citation, the enforcement officer shall provide notice to the person that the person has committed a violation of this chapter and that said person has a

reasonable time period of but not less than four hours and not more than four calendar days from the time and date of said notice within which to correct the violation. If, upon personal investigation, the enforcement officer finds that the person has not timely corrected the violation, the enforcement officer may issue a citation to the person who has committed the violation. The enforcement officer is not required to provide any period of time to correct the violation prior to issuance of a citation if the enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable, irreversible or not capable of being cured.

The citation shall contain the dollar amount of the fine to be imposed in the event the person does not contest the citation and notice of the necessary procedures to contest the citation in the county court for the city. Additionally, the citation shall contain all other requirements of F.S. § 162.21(3)(c). If the person elects not to contest the citation, the person shall pay the applicable civil penalty to the clerk of the county court within 30 days after issuance of the citation. Alternatively, if the person elects to contest the citation, the person shall request a hearing through the clerk of the county court within 30 days after the issuance of the citation. The clerk shall schedule a hearing in the county court and shall provide written notice of the hearing to the person as well as the code enforcement officer or police officer. Citations contested in the county court shall be subject to court costs as well as the civil penalty set forth in this chapter. Any violation of a provision of this chapter listed below in subsection (c) is a civil infraction, punishable by a civil penalty as provided by subsection (c) below, not to exceed \$500.00.

(c) *Penalties.*

- (1) A violation of the provisions of this chapter listed below, other than subsections 38-4(a)(3) and (4), by any person shall be punishable by civil penalties in a dollar amount set forth in the below schedule. ~~Violations of subsections 38-4(a)(3) and (4), by any person shall be prosecuted in the same manner as a misdemeanor and punished by a fine not to exceed \$500.00 or by imprisonment in the county jail not to exceed 60 days or by both fine and imprisonment.~~

Description of Violation	Category	Fine Amount (Uncontested)
Unlawful accumulation, placement, or removal of materials per section 38-4(a) or (b)	IV	\$113.00
Placement of waste, yard waste, recyclables or special pick-up waste curbside for collection prior to sunset the day prior to the scheduled collection day or failure to remove collection containers from curbside prior to midnight of the scheduled collection day	V	\$88.00
Failure of a multi-family customer to provide onsite recycling access, including	other	\$10.00/multi-family dwelling unit per

adequate and easily accessible containers, proper signage and recycling education and instruction materials		month, not to exceed \$500.00
Failure to properly drain or enclose wet waste or liquids prior to placement in a dumpster to avoid release of liquids upon servicing the dumpster	IV	\$113.00
Failure to place all waste within dumpsters and to fully close the dumpster lid	V	\$88.00
Failure to properly maintain dumpster enclosures and pads	IV	\$113.00
Failure to comply with other requirements of this chapter	V	\$88.00

(d) *Removal.* Authority and procedures for city to remove accumulation of solid waste.

- (1) When items, which the city will collect for an additional charge (special pick-up waste) but for which collection has not been arranged, are discovered left in the right-of-way, the enforcement officer will leave a notification at the property of the need to arrange for collection of such items. If arrangements for collection have not been made within four calendar days, the city shall unilaterally remove the items and bill the property owner.
- (2) When items that the city does not collect are discovered left in the right-of-way, code enforcement officer will leave a notification at the property of the need to arrange for private collection of such items. If these items remain after four days, the enforcement division shall be notified for further action.
- (3) Billing for removal of accumulated items as specified in this section shall be in addition to penalties for violations of this chapter.

In the event of a direct conflict between the provisions of this chapter and F.S. ch. 403 or implementing regulations, the provisions of F.S. ch. 403 or implementing regulations shall prevail if stricter and more stringent than this chapter.

SECTION 4. That section 38-14 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 38-14. Duties of single-family residential customers.

(a) *Requirement to use city-provided collection service.* All single-family residential customers are required to have all accumulations of waste and recyclable materials, unless otherwise exempted or prohibited in this article, collected and disposed of by the waste collection services provided by the city, and to pay the prescribed charges for such service. Seasonal service changes will not be permitted for single-family residential customers.

(b) *Use and maintenance of containers.*

Ordinance 2024 - 07

- (1) Single-family residential customers shall be provided one waste roll cart and one recycling roll cart by the city and shall use such roll carts unless otherwise approved by the city manager. The city or the city's contractor may provide additional waste and recycling roll carts to curbside residential customers upon request and may charge an additional fee as established by the city commission by written resolution and provided in appendix A. City-provided roll carts shall remain the property of the city and shall not be altered in any way.
 - (2) Except in the case of containers provided by the city, all other containers shall be provided by the residential customer. Containers shall be made of durable plastic or metal, watertight, equipped with suitable handles and tight-fitting covers, and shall not exceed 32 gallons in size or 50 pounds in weight when filled. Such containers are subject to inspection and approval by the city manager.
 - (3) Single-family residential customers shall maintain all containers, whether provided by the city or the owner, tenant or occupant, in good and sanitary condition and free from stench and other objectionable conditions. Containers shall be subject to inspection and approval of conditions by the city.
 - (4) In the event of damage or alteration to a city-provided collection container caused by a residential customer, the cost of repair or replacement shall be charged to the residential customer's account.
- (c) *Preparation for collection.* Single-family residential customers shall prepare and set out for collection or cause to be prepared and set out for collection all waste, yard waste, recyclable materials and special pick-up waste in accordance with the methods prescribed in this article.
- (1) *Preparation of waste.* All household waste, excluding items such as white goods, construction and demolition debris, electronics, bulk metal, hazardous materials, yard waste, and other special pick-up waste, shall be deposited in waste containers provided by the city. All waste shall first be drained of liquids. Wet waste shall be placed in paper or plastic bags or securely wrapped in paper before being placed in waste containers. Containers shall be kept tightly covered at all times except when uncovered for depositing waste. All loose waste shall be bagged.
 - (2) *Preparation of yard waste.*
 - a. Yard waste shall be free of material other than yard waste and free from rocks and soils.
 - b. Leaves, grass cuttings, weeds, small plant clippings and similar material shall be placed in bags or other suitable collection containers not exceeding 32 gallons in size or 50 pounds in weight.
 - c. All other yard waste shall be stacked in a pile with individual pieces no longer than three feet in length.
 - d. Residential customers receiving curbside collection service shall contact the city to arrange for collection of yard waste in excess of five cubic yards (pile

approximately eight feet by three feet by six feet, 28 leaf bags, or 28 32-gallon containers). Yard waste materials greater than five inches in diameter shall be collected for an additional charge established by the city. Yard waste in excess of these amounts shall be collected for an additional charge established by the city.

(3) *Preparation of recyclable materials.* Recyclable materials accepted in the city's program shall be placed in recycling containers provided by the city. Recyclable cans, bottles and containers shall be free of liquids and food prior to placement in the recycling container. Cardboard boxes shall be collapsed prior to being placed in the recycling container.

(4) *Request and preparation for special pick-up waste collection.*

- a. Single-family residential customers shall contact the city to arrange for collection of special pick-up waste in accordance with section [38-15(e)].
- b. All white goods shall have doors removed prior to placement curbside for collection.

(5) *Placement curbside.* Waste, yard waste, recyclable materials and special pick-up waste shall be placed curbside for collection no earlier than sunset the day preceding the scheduled collection day and no later than 7:00 a.m. of the scheduled collection day. All containers shall be removed from curbside no later than midnight of the scheduled collection day.

(6) *Improperly prepared materials.* Any waste, yard waste, recyclable materials or special pick-up waste prepared for collection not meeting the requirements of this article will not be collected and a non-collection notice will be affixed to the materials explaining the reason for non-collection so the situation can be remedied. If an accumulation of improperly prepared waste, yard waste, recyclable materials or special pick-up waste remains on the property for a period longer than four days, the residential customer may be subject to enforcement pursuant to this chapter.

(d) *Curbside collection locations.*

(1) *Curbside pickup.* Waste and recycling containers shall be placed in the alley of premises served by an alley and along the curb line immediately in front of the premises for those without alley pickup. Containers shall be placed at least three feet away from mailboxes, trees, vehicles, overhead lines, waste and recycling containers or piles, or permanent structures and cannot obstruct pedestrian or vehicle passage. The containers shall be placed for collection at ground level on the property, not within the right-of-way of a street or alley, and shall be accessible without entering into a building or shelter of any type. Exceptions may be granted with the approval of the city manager.

(2) *Handicapped and elderly.* Upon presenting a statement to the city, signed by a medical doctor licensed in Florida, attesting to a handicap that precludes an owner/occupant of a single-family dwelling from using a roll cart, and upon the presentation of an affidavit to the city, sworn to by the owner/occupant of the

dwelling certifying that no non-handicapped person occupies the dwelling, the handicapped owner/occupant of the dwelling shall receive back door collection service for the same service charge as curbside collection. The statement and affidavit shall be renewed every five years. Back door collection service shall be terminated upon a finding, by the city, that the dwelling is occupied by a non-handicapped person even though the owner or additional occupant of the dwelling is handicapped.

- (e) *Placement and storage of containers.* Containers shall be stored completely screened from any adjacent right-of-way or property, at a minimum by landscaping or shrubbery, in such a manner as to completely hide them from public view at ground level from any adjacent right-of-way or property . Containers shall not be placed upon a neighboring property not in the ownership or tenancy of the person by whom the solid waste or recyclables were accumulated, whether such neighboring property is vacant or improved, without the written consent of the person having right to possession and use of such property.

SECTION 5. That section 38-15 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 38-15. Duties of multi-family residential customers.

- (a) *Requirement to use city-provided waste collection service.* All multi-family customers are required to have all accumulation of waste, unless otherwise exempted or prohibited in this article, collected and disposed of by the waste collection services provided by the city and to pay the prescribed charges for such service.
- (b) *Universal multi-family recycling.*
 - (1) *Requirement to provide onsite recycling access.* Beginning December 1, 2018 or a later date as established by resolution of the city commission, all multi-family customers shall ensure that all residents, tenants and occupants have access to onsite recycling services. The types of recyclable materials collected shall be consistent with the materials included in the city's recycling program.
 - (2) *Requirement to use city-provided recyclable material collection services.* Beginning December 1, 2018 or a later date as established by resolution of the city commission, all multi-family customers are required to have all accumulation of recyclable materials collected and managed by the recycling collection services provided by the city and to pay the prescribed charges for such service, unless otherwise approved by the city.
 - (3) *Recycling information and education.* Multi-family customers are responsible for providing formal and ongoing recycling information and education to residents, tenants and occupants. Prior to initiating onsite recycling services and at least annually thereafter, multi-family customers shall provide tenants and occupants with complete and accurate information and instructions regarding recycling including the types of recyclable materials accepted, preparation of those materials, and proper placement of those materials in recycling containers.

Similar information and instructions shall be provided to all new tenants and temporary occupants upon arrival at the premises.

- (4) *Recycling container access.* Recycling containers shall be co-located with waste containers to the greatest extent possible so that they are convenient and easily accessible by occupants of the multi-family property. Should a multi-family customer fail to provide adequate space and capacity for recycling containers, the city reserves the right to designate an area for placement of recycling containers. Enclosures for storing containers shall meet the requirements of section 38-15(f). If deemed necessary by the city, the city has the authority to grant an administrative waiver to the site planning or development standards of the land development regulations pursuant to section 68-35 of the City Code.
 - (5) *Recycling signage.* Multi-family customers shall affix easily legible signage, with pictures or symbols, in the container placement area and elsewhere as appropriate to ensure occupants can easily find recycling containers and discern them from waste containers.
- (c) *Use and maintenance of containers.*
- (1) Multi-family residential customers shall use waste and recycling containers provided by the city unless otherwise approved by the city manager. Waste and recycling containers shall be of sufficient capacity to hold the accumulation of waste and recyclable materials generated. At a minimum, one cubic yard of waste collection capacity shall be provided for every six dwelling units and one cubic yard of recycling collection capacity shall be provided for every 12 dwelling units unless otherwise approved by the city manager. The city manager may determine that more or less capacity is required.
 - (2) Multi-family customers may share waste containers upon a determination by the city that the sharing of containers would reduce or eliminate an unhealthful or objectionable condition as to constitute a nuisance. In the event of multi-family customers sharing a container, service charges shall be prorated on the basis of the charges applicable to the respective establishments as determined by the city.
 - (3) Should the public works director allow the use of containers provided by the multi-family customer, all such containers shall be subject to inspection and approval by the city manager.
 - (4) Multi-family customers shall maintain all containers, whether provided by the city or the customer, in good and sanitary condition and free from stench and other objectionable conditions. Containers shall be subject to inspection and approval of conditions by the city.
 - (5) In the event of damage to a city-provided collection container caused by a multi-family customer, the cost of repair or replacement shall be charged to the customer's account.
- (d) *Collection frequency.* At a minimum, multi-family customers shall receive waste collection two times per week and recycling collection one time per week. If the waste

becomes offensive in odor or becomes a nuisance, it shall be collected as often as deemed necessary to address the offensive odor or nuisance, at the discretion of the city manager. No change in frequency of collection shall occur without prior approval by the city manager.

- (e) *Preparation for collection.* Multi-family customers shall prepare and deposit for collection or cause to be prepared and deposited for collection all waste and recyclable materials in accordance with the methods prescribed in this article.
 - (1) *Preparation for collection.* All waste shall be deposited in waste containers provided by the city. All waste shall first be drained of liquids. Wet waste shall be placed in plastic bags before being placed in waste containers. Containers shall be kept tightly covered at all times except when uncovered for the purpose of depositing waste. All loose items shall be bagged.
 - (2) *Preparation of recyclable materials.* Recyclable cans, bottles and containers shall be free of liquids and food prior to placement the recycling container. Cardboard boxes shall be collapsed prior to being placed in the recycling container. Multi-family customers shall work with occupants to establish procedures that minimize contamination of recyclable materials by non-recyclable items. Repeated contamination of the recyclable materials collected may result in a rejection of service.
 - (3) *Preparation of yard waste and special pick-up waste.* All multi-family customers shall prepare and deposit for collection or cause to be prepared and deposited for collection all yard waste in accordance with subsection ~~34-14(c)(2)~~ 38.14(c)(2) and all special pick-up waste in accordance with subsection ~~34-14(c)(4)~~ 38.14(c)(4). All multi-family customers desiring collection of yard waste must notify the city 24 hours in advance of the scheduled collection day and place yard waste dumpster side no earlier than sunset the day preceding the scheduled collection day and no later than 7:00 a.m. of the scheduled collection day. Any yard waste or special pick-up waste prepared for collection not meeting the requirements of this article will not be collected and a non-collection notice will be affixed to the materials explaining the reason for non-collection so the situation can be remedied.
 - (4) *Improperly prepared materials.* Any waste or recyclable materials prepared for collection not meeting the requirements of this article will not be collected or will be collected for an additional charge and the multi-family customer will be notified of the situation.
- (f) *Placement of multi-family waste and recycling containers.*
 - (1) All containers shall be screened from public view. Screens shall be constructed and maintained in such a manner as to ensure that the containers are not visible at ground level from any adjacent right-of-way or property. If an enclosure is used, it shall have a gate that is of sufficient width so that the container is easily accessible by a rear-loading waste collection truck or by wheeling the container to the point of pickup. All screening, pads, and enclosures must be kept in good

condition. All enclosure gates must be kept in good operating condition and free from debris.

- (2) Where containerized collection is required, the multi-family customer shall be required to provide a smooth, rolling surface, with a slope not greater than two percent (2%) from rollout to collection, such as a pad of asphalt or concrete and paved area as necessary to transport such containers to the point of pickup. Containers shall be placed in a manner allowing safe and ready access by city personnel and equipment. Such surface must be of sufficient width to allow for the collection of containers and must be maintained in good condition and kept free of debris, sand, or other materials or structures at all times. The size of the smooth rolling surface shall be determined by staff based on container(s) size and capacity, recycling receptacle(s) and area necessary for safe service movements, as determined by the city. In addition to the enforcement actions or penalties identified in section 38-5, failure to comply with this subsection may result in the multi-family customer having to transport such containers to the point of pickup.
- (3) All plans for screening and placement of containers shall be submitted to the city manager for approval before construction begins. The city manager shall have the right to make any adjustments to the plans for the best protection of the public and to eliminate wind-driven debris and unsightly litter conditions in and about the premises. The city manager reserves the right to determine the material used in construction of screens and enclosures.
- (4) Prior to construction or renovation, every new or renovated multi-family residential site plan shall provide adequate space for placement of waste and recycling containers.
- (5) If deemed necessary by the city, the city has the authority to grant an administrative waiver to the site planning or development standards of the land development regulations pursuant to section 68-35 of the City Code.

SECTION 6. That section 38-16 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 38-16. Duties of commercial customers.

- (a) *Requirement to use city-provided collection service.* All commercial customers are required to have all accumulation of waste, unless otherwise exempted or prohibited in this article, collected and disposed of by the waste collection services provided by the city and to pay the prescribed charges for such service.
- (b) *Commercial waste audits and recycling.* Commercial property owners or managers shall conduct a waste audit at least once every five years to identify the types of waste generated that could potentially be reduced, recycled or otherwise diverted from disposal. The audit should identify existing recycling services and planned recycling services, with the estimated cost of such services, if available. Based on the projected volumetric waste offset, the city manager may reduce the required waste container size or collection frequency once recycling is implemented. If no

recycling services are to be provided, the property owner or manager should provide the reason with submission of the audit. Commercial property owners or managers shall submit a copy of the waste audit to the city. Commercial property owners or managers shall submit a copy of the waste audit to the city. The first audit shall be submitted by May 1, 2019 or at a later date as established by resolution of the city commission. More information regarding commercial waste auditing and waste reduction practices is available on the city's webpage at www.mytreasureisland.org.

(c) *Use and maintenance of containers.*

- (1) Commercial customers shall use waste containers provided by the city unless otherwise approved by the city manager. The size and number of waste containers shall be sufficient to adequately manage the quantity of waste accumulated by the commercial establishment as determined by the city manager.
- (2) Commercial customers may share waste containers upon a determination by the city that the sharing of containers would reduce or eliminate an unhealthful or objectionable condition as to constitute a nuisance. In the event of commercial customers sharing a container, service charges shall be prorated on the basis of the charges applicable to the respective establishments as determined by the city.
- (3) Should the city manager allow the use of containers provided by the commercial customer, all such containers shall be subject to inspection and approval by the city manager.
- (4) The commercial customer shall maintain all containers, whether provided by the city or the customer, in good and sanitary condition and free from stench and other objectionable conditions. Containers shall be subject to inspection and approval of conditions by the city.
- (5) In the event of damage to a city-provided container caused by a commercial customer, the cost of repair or replacement shall be charged to the customer's account.

(d) *Collection frequency.* At a minimum, commercial establishments with commercial kitchens shall receive waste collection five times per week, unless otherwise approved by the city. All other commercial establishments shall receive waste collection at least two times per week. If the waste becomes offensive in odor or becomes a nuisance, it shall be collected as often as deemed necessary to address the offensive odor or nuisance, at the discretion of the city manager. No change in the frequency of collection shall occur without prior approval by the city manager.

(e) *Preparation for collection.* Commercial customers shall prepare and deposit for collection or cause to be prepared and deposited for collection all waste in accordance with the methods prescribed in this article.

- (1) *Preparation for collection.* All waste must be placed inside waste containers provided by the city. All solid waste, including disposable bottles, cans and other containers, shall first be drained of liquids. Wet waste shall be placed in plastic

bags before being placed in waste containers. Best management practices for reducing liquids in commercial waste is available on the city's webpage at www.mytreasureisland.org . Containers shall be kept tightly covered at all times except when uncovered for the purpose of depositing waste. If the cover cannot be closed tightly because of the accumulation of waste, the city manager will require the customer to increase the capacity of its waste containers (i.e., either the number or size of containers) or add additional collections and pay the prescribed charge for such service.

- (2) *Improperly prepared materials.* Any solid waste prepared for collection not meeting the requirements of this article will not be collected, will be collected for an additional charge, or will be referred to code enforcement, and the commercial customer will be notified of the situation.

(f) *Placement of commercial containers.*

- (1) All containers shall be screened from public view. Screens shall be constructed and maintained in such a manner as to ensure that the containers are not visible at ground level from any adjacent right-of-way or property and that allows for safe and ready access to the enclosure by city personnel and equipment. If an enclosure is used, it shall have a gate that is of sufficient width so that the container is easily accessible by a rear-loading waste collection truck or by wheeling the container to the point of pickup. All screening, pads, and enclosures must be kept in good condition. All enclosure gates must be kept in good operating condition and free from debris. All enclosures must be of sufficient size to accommodate both waste and recycling containers and configuration such that waste and recycling containers are not located in front of one another. All enclosures must contain concrete bumpers along its walls to protect the enclosure walls from the waste and recycling containers.
- (2) Where containerized collection is required, the commercial customer shall be required to provide a smooth, rolling surface, with a slope not greater than two percent (2%) from rollout to collection, such as a pad of asphalt or concrete and other smooth paved area as necessary to transport such containers to the point of pickup. Containers shall be placed in a manner allowing safe and ready access by city personnel and equipment. Such surface must be of sufficient width to allow for the collection of containers and must be maintained in good condition and kept free of debris, sand, or other materials or structures at all times. The size of the pads and smooth rolling surface shall be determined by staff based on container(s) size and capacity, and area necessary for safe service movements, as determined by the city. In addition to the enforcement actions or penalties identified in section 38-5, failure to comply with this subsection may result in the commercial customer having to transport such containers to the point of pickup.

- (3) All plans for screening and placement of containers shall be submitted to the city manager for approval before construction begins. The city manager shall have the right to make any adjustments to the plans for the best protection of the public and to eliminate wind-driven debris and unsightly litter conditions in and about the premises. The city manager reserves the right to determine the material used in construction of screens and enclosures.
- (4) If deemed necessary by the city, the city has the authority to grant an administrative waiver to the site planning or development standards of the land development regulations pursuant to section 68-35 of the City Code.

SECTION 7. SEVERABILITY.

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

SECTION 8. CONFLICT.

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

SECTION 9. CODIFICATION.

Sections 2, 3, 4, 5, and 6 of this Ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 9. EFFECTIVE DATE.

This ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the __ day of __, 2024.

SECOND READING and PUBLIC HEARING on the __ day of __, 2024.

PUBLISHED in the Tampa Bay Times on the __ day of __, 2024.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the __ day of _____, 2024 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

J. Tyler Payne, Mayor

ATTEST:

Celine Kidwell, City Clerk

Approved as to form:

Jennifer R. Cowan, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: **ORDINANCE 2024-07 AMENDING CHAPTER 38
"RECYCLING AND WASTE MANAGEMENT"**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

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

Under the current provisions of the Code, City staff face safety hazards when collecting waste from containers such as dumpsters; and the City desires to make the revisions contained in this Ordinance to improve the conditions encountered by City staff when collecting waste from waste containers and to clarify enforcement procedures.

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

(a) An estimate of direct compliance costs that businesses may reasonably incur;

Average permit fee: \$154

Average construction costs: \$4000

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

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

City staff estimates there are approximately 23 commercial or multi-family customers that will be impacted by the proposed ordinance in the short-term.

4. Additional information the governing body deems useful (if any):

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

From 2020 to 2024, the City's Community Development Department reported that there were 7 permits issued related to dumpster enclosures. The permit fee

averaged \$154 and it was reported that the construction contractors charged between \$2000 and \$6000 for the work.

0000347693-01

Tampa Bay Times
Published Daily

STATE OF FLORIDA

COUNTY OF Pinellas, Hillsborough, Pasco,
Hernando Citrus

Before the undersigned authority personally appeared **Jean Mitotes** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2024-07** was published in said newspaper by print in the issues of: **6/12/24** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando** **Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando** **Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando** **Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid 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.

John

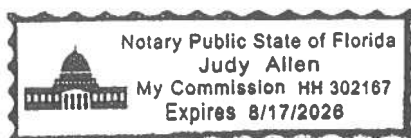
Signature Affiant

Sworn to and subscribed before me this .06/12/2024


Signature of Notary Public

Personally known	X	or produced identification
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Type of identification produced



LEGAL NOTICE

CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2024-07. The public hearing will be held on Tuesday, June 18, 2024, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2024-07

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 38 "RECYCLING AND WASTE MANAGEMENT" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTION 38-4 "UNLAWFUL PRACTICES GENERALLY" AND SECTION 38-5 "ENFORCEMENT PROCEDURES AND PENALTIES" TO PROVIDE FOR ENFORCEMENT; REVISING SECTION 38-14 "DUTIES OF SINGLE-FAMILY RESIDENTIAL CUSTOMERS" TO IMPROVE CITY ACCESS TO STORAGE CONTAINERS; REVISING SECTION 38-15 "DUTIES OF MULTI-FAMILY RESIDENTIAL CUSTOMERS" TO IMPROVE CITY SAFE ACCESS TO STORAGE CONTAINERS; REVISING SECTION 38-16 "DUTIES OF COMMERCIAL CUSTOMERS" TO IMPROVE CITY SAFE ACCESS TO STORAGE CONTAINERS; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2024-07 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

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

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

Celine Kidwell, City Clerk
City of Treasure Island, FL

6/12/2024

0000347693-01



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: June 18, 2024

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First Reading of Ordinance 2024-03, Amending Section 3-4 "Proximity of Establishments to Church or School – Exception" by removing the 50-room requirement for hotels from the exception; amending Section 68-302 to correct a codification error; amending Section 68-484 "Accessory Uses in Motels or Hotels" to distinguish between accessory uses and incidental services.

BACKGROUND: Chapter 68, Section 68-484 states that incidental services used in connection with either motels or hotels, including cigar and candy stands, restaurants and lounges, personal service shops and similar uses, may be permitted by special exception of the planning and zoning board provided at least 50 hotel/motel units shall be contained within the building.

The City has evaluated the requirement for 50 hotel/motel rooms for certain accessory uses and determined that the 50-room requirement is associated with Section 561.20, Florida Statutes "Limitation of number of licenses issued" which dates back to at least 1949 and limited the number of liquor licenses per city or town based on the number of residents. Section 561.20, Florida Statutes has been amended over time and currently states that the limitation on the number of licenses does not prohibit the issuance of a special license to a hotel or motel with greater than 100 rooms in a county with a population of 50,000 residents or more.

Chapter 79-554, Laws of Florida, also provided a limitation on alcohol licenses to hotels in Pinellas County. However, through

research and consultation with the Pinellas County Attorney's Office, it was determined that Chapter 79-544, Laws of Florida, is no longer in effect.

POLICY/PURPOSE:

To update the Land Development Regulations to be more consistent with current statutes.

**STRATEGIC PLAN
RELEVANCE:**

Goal 1: Foster a vibrant business community
Objective 2: Implement the Economic Development Vision
Bold Action 2: Update the City's Comprehensive Plan, local ordinances, and Land Development Regulations

ANALYSIS/DISCUSSION:

Based on the City's analysis it has been determined that the 50-room requirement outlined in Section 68-484 is outdated and associated with liquor laws that are regulated by the Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages, and Tobacco (DABT) pursuant to Sections 561.02 and Section 561.08 Florida Statutes.

The City also determined that the 50-room requirement limits accessory uses in hotels and motels that may otherwise be permitted by special exception. Therefore, the City is recommending removal of the 50-room requirement for incidental services in hotels and motels and clarifying additional regulations related to this restriction.

The Local Planning Agency previously reviewed this Ordinance on March 21, 2024, and recommended approval to the City Commission. At the time of the first reading of the ordinance, the City Commission requested that staff re-evaluate the ten percent floor area requirement for accessory uses.

The City evaluated the requirement that no more than ten percent of the floor area shall be used for incidental services. Based on the definition of accessory use in 68-2 and the requirements in Section 68-482, it was determined that these services must be clearly supplementary and incidental to the primary use and that amending this requirement, except for alcoholic beverage establishments, could provide more flexibility in development. Amending this restriction would not allow for additional density as the square footage of all incidental services is calculated in the allowable floor area.

The Local Planning Agency reviewed revised Ordinance 2024-03 on March 30, 2024 and recommended approval to the City Commission.

It is typically difficult to project the economic impact of land use change, but staff feels this change would result in a positive

economic impact. This change would likely make it easier for the smaller hotels that Treasure Island is known for, to expand and diversify their revenue streams and build upon sustainable business practices. Such amenities that can be provided with this change, which will not in any significant way undermine or deteriorate adjoining properties not the city at large, will likely result in more consumer spending at these locations.

For generations families and individuals have been returning to Treasure Island every year. This change that would allow hotels and motels to enhance their customer's experiences and would work to ensure current and future generations too will return to Treasure Island.

FUNDING:

n/a; no funding related to this item

MOTION:

I move to approve Ordinance of 2024-03 and schedule its Second and Final Public Hearing on July 16, 2024.

ATTACHMENTS:

[Ordinance 2024-03 removing 50 room limitation \(02683627-3\).docx](#)

[Ordinance_2024-03_Business_Impact_Statement.docx](#)

[Affidavit.pdf](#)

ORDINANCE 2024-03

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING SECTION 3-4 "PROXIMITY OF ESTABLISHMENTS TO CHURCH OR SCHOOL—EXCEPTION" BY REMOVING THE 50 ROOM REQUIREMENT FOR HOTELS FROM THE EXCEPTION; AMENDING SECTION 68-302 "USES PERMITTED" TO CORRECT A CODIFICATION ERROR; DISTINGUISHING BETWEEN ACCESSORY USE AND INCIDENTAL SERVICES IN HOTELS AND MOTELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the language in Chapter 68, Section 68-484 has been codified in the City of Treasure Island Ordinances since 1961; and

WHEREAS, Section 68-484 states that incidental services used in connection with either motels or hotels, including cigar and candy stands, restaurants and lounges, personal service shops and similar uses, may be permitted by special exception of the planning and zoning board provided at least 50 hotel/motel units shall be contained within the building; and

WHEREAS, the City has evaluated the requirement for 50 hotel/motel rooms for certain accessory uses and determined that the 50-room requirement is associated with Section 561.20, Florida Statutes "Limitation of number of licenses issued" which dates back to at least 1949 and limited the number of liquor licenses per city or town based on the number of residents; and

WHEREAS, between 1959 and 1960 Section 561.20(2), Florida Statutes was amended and increased the room requirement for the issuance of a special license to a hotel or motel; and

WHEREAS, Section 561.20(2), Florida Statutes currently states that the limitation on the number of licenses does not prohibit the issuance of a special license to a hotel or motel with greater than 100 rooms in a county with a population of 50,000 residents or more; and

WHEREAS, Section 561.20 governs the number and type of licenses issued; and

WHEREAS, the Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages, and Tobacco (DABT), is the agency charged with issuing alcohol beverage licenses and regulating state alcohol beverage laws pursuant to Sections 561.02 and 561.08, Florida Statutes; and

WHEREAS, also Chapter 79-554, Laws of Florida, provided a limitation on alcohol licenses to hotels in Pinellas County; and

WHEREAS, through research and consultation with the Pinellas County Attorney's office, it was determined that Chapter 79-554, Laws of Florida, is no longer in effect; and

WHEREAS, the City has determined that the 50-room requirement is outdated and that liquor licenses for hotels/motels are regulated by other governmental agencies; and

WHEREAS, the City has also determined that the requirement limits accessory uses in hotels of less than 50 rooms that may otherwise be permitted by special exception; and

WHEREAS, the City has determined it to be in the public interest to identify alcoholic beverage establishments as a special exception, incidental use which is limited to 10% of the total floor area of the principal building; and

WHEREAS the City desires to correct the codification in Section 68-302; and

WHEREAS, the Local Planning Agency met on May 30, 2024, and recommended approval of the following revisions to the Land Development Regulations; and

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

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

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

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

SECTION 2. That Section 3-4 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 3-4 - Proximity of establishments to church or school—Exception.

No license shall be granted for any location which is closer than 300 feet from any public school building. This provision shall not apply to licenses for retail liquor or package stores when located within a hotel of 50 rooms or more.

SECTION 3. That Section 68-302 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Section 68-302 – Uses Permitted.

The following uses shall be allowed within an RFH-50 zoning district as permitted, special exception or accessory uses as set forth herein:

- (1) Permitted uses. The following permitted uses shall be allowed within an RFH-50 zoning district:
- a. Hotel and motel;
 - b. Dwelling, tourist;
 - c. Dwelling, residential;
 - d. Essential services;
 - e. Public park and recreational areas;
 - f. Public administrative facilities;
 - g. Home occupation as set forth in section 68-493;
 - h. Telecommunication antennas attached to existing structures which comply with section 68-465 are prohibited;
 - i. Group homes;
 - j. Community residential homes;
 - k. Parking, special event and temporary (per section 68-486);
 - l. Parking lot, off-street, and shared (per section 68-486).
- (2) Special exception uses. Upon application and after a favorable determination by the planning and zoning board that all conditions and provisions of special exception uses have been complied with and that the proposed use is consistent with sound zoning practices, the following special exception uses may be permitted in an RFH-50 zoning district:
- a. Retail store;
 - b. Personal service store;
 - c. Business and professional office;
 - d. Commercial recreational use;
 - e. Automobile, boat and vehicle rental agency;
 - f. Alcoholic beverage establishments;
 - g. Convenience store;
 - h. Restaurant;
 - i. Religious institution use;
 - j. Parking, temporary (per section 68-486);
 - k. Parking lot, off-site, and remote (per section 68-486).
- (3) Accessory uses. The following accessory uses shall be allowed in an RFH-50 zoning district:
- a. Private swimming pool and/or beach shelter;
 - b. Private recreational areas for the exclusive use of occupants and guests of a permitted or approved special exception use;
 - c. Off-street parking and loading area;
 - d. Private parking structure or parking lot;
 - e. Commercial uses accessory to a permitted use or approved special exception use as provided for within article VII (see section ~~68-493~~ 68-484);
 - f. Other accessory uses customarily incident to a permitted use or approved special exception use, not including the conduct of business and as limited by article VII.

SECTION 4. That Section 68-484 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-484. - Accessory uses and Incidental Services in motels or hotels.

(a) ~~Incidental services used in connection with either motels or hotels,~~ Accessory uses which include cigar and candy stands, restaurants, and lounges, alcoholic beverage establishments personal service stores ~~shops~~ and similar uses, may be permitted as allowed in the zoning district, by special exception of the planning and zoning board, provided the following conditions are fulfilled:

~~(1) At least 50 hotel/motel units shall be contained within the building group.~~

~~(21) Alcoholic beverage establishments shall not exceed more than ten percent of the total floor area within the of the principal buildings. shall be so used.~~

~~(32) All such incidental services~~ accessory uses shall be situated within the principal building.

(b) Incidental services used in conjunction with either small hotels or motels ~~of less than 50 units~~ are permitted ~~as an accessory use~~, provided the following conditions are fulfilled:

(1) Such incidental services shall be related to the needs of motel or hotel guests and may include tobacco products, snack and candy items, newsstand, pool and beach supplies and similar items.

(2) Not more than 200 square feet of the total floor area of the principal building shall be so used.

SECTION 5. SEVERABILITY.

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

SECTION 6. CONFLICT.

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

SECTION 7. CODIFICATION.

Sections 2 - 4 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 18th day of June, 2024.

SECOND READING and PUBLIC HEARING on the __ day of __, 202__.

PUBLISHED in the Tampa Bay Times on the 5th day of June, 2024.

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

YEAS:

NAYS:

ABSENT OR ABSTAINING:

Tyler Payne, Mayor

ATTEST:

Celine Kidwell, City Clerk

Approved as to form:

Jennifer R. Cowan, City Attorney



City of Treasure Island **Business Impact Estimate**

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

Proposed ordinance's title/reference:

ORDINANCE 2024-03

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING SECTION 3-4 "PROXIMITY OF ESTABLISHMENTS TO CHURCH OR SCHOOL—EXCEPTION" BY REMOVING THE 50 ROOM REQUIREMENT FOR HOTELS FROM THE EXCEPTION; AMENDING SECTION 68-302 "USES PERMITTED" TO CORRECT A CODIFICATION ERROR; DISTINGUISHING BETWEEN ACCESSORY USE AND INCIDENTAL SERVICES IN HOTELS AND MOTELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation. Part II of Chapter 163 exempts ordinances related to land development regulation. Chapter 68 is included within the Land Development Regulations of the City of Treasure Island.

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

The Ordinance changes to Chapter 3 do not fall under an exception.

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

- (1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; N/A
- (2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; N/A
- (3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A
- (4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): The proposed Ordinance will allow more options for accessory uses in hotels of less than 50 rooms.

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: Approximately up to 40 businesses could be impacted by the proposed Ordinance (depending on current and allowed density).

D. Additional information the governing body deems useful (if any): N/A

Tampa Bay Times
Published Daily

STATE OF FLORIDA

COUNTY OF Pinellas, Hillsborough, Pasco,
Hernando Citrus

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2024-03** was published in said newspaper by print in the issues of: 6/ 5/24 or by publication on the newspaper's website, if authorized, on

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

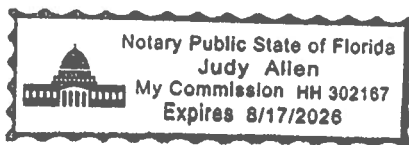
Signature Affiant

Sworn to and subscribed before me this .06/05/2024

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____



} ss

**THE CITY OF
TREASURE ISLAND, FLORIDA
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold a first reading and public hearing on the following ordinance:

ORDINANCE 2024-03

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING SECTION 3-4 "PROXIMITY OF ESTABLISHMENTS TO CHURCH OR SCHOOL—EXCEPTION" BY REMOVING THE 50 ROOM REQUIREMENT FOR HOTELS FROM THE EXCEPTION; AMENDING SECTION 68-302 "USES PERMITTED" TO CORRECT A CODIFICATION ERROR; DISTINGUISHING BETWEEN ACCESSORY USE AND INCIDENTAL SERVICES IN HOTELS AND MOTELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A first reading and public hearing on the ordinance will be held on Tuesday, June 18, 2024, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Boulevard, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Boulevard, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Celine Kidwell, City Clerk



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 18, 2024
SUBMITTED BY:	John Barkley, Police
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Consideration and Approval of the Collective Bargaining Agreement with Suncoast Police Benevolent Association (PBA)
BACKGROUND:	Staff from administration, HR, Finance and Police leadership have been working with our labor representatives since March 12, 2024 to develop a mutually agreeable contract. This contract provides for maintenance and improvement of working conditions within the police department while also meeting our administrative goal to make TIPD competitive in the recruitment and retention of career police officers.
POLICY/PURPOSE:	The current labor contract with Suncoast PBA expires on 9/30/24. This agreement replaces the expiring one and provides for competitive salaries and other benefits as a means for the City of Treasure Island to be competitive in the market to attract and retain police officers. This agreement provides for specific working conditions to include labor and management rights with respect to staffing police department operations.
STRATEGIC PLAN RELEVANCE:	Goal 1 of Administrative Road Map - Develop, support, and retain a diverse workforce to serve the needs of the community. Goal 2: Community Road Map - Maintain a Safe Community; Objective 3: Improve recruitment and retention of City employees.

ANALYSIS/DISCUSSION:

Staff's primary goal was to improve our ability to recruit and retain the best police officers available. There is currently a statewide shortage of qualified police officers, and most departments struggle to keep positions filled. In this competitive environment, it is in the City's best interest that we continue to invest in our current staff as well as recruit new officers when necessary. This includes fringe benefits, such as training opportunities and career advancement, as well as salary. One of these benefits is a recently implemented a take-home vehicle program, but it is limited to officers that live in Pinellas County. The program is also set up where take-home vehicle assignments are a privilege and not subject to grievance. Other agencies in the area have asked for wage openers mid-contract, but our officers waited patiently for the current contract to expire. This is one way they have shown their dedication to the City and the community.

The initial investment in year 1 of this agreement takes our starting and top out pay positions for police officers from last among the 12 other police departments within Pinellas County into the 6th highest starting and top out positions (Pg. 27). Other organizations will be nearing the end of their contracts next year and our goal with this contract is to remain in a competitive position throughout those other negotiations. The proposed year 2 and 3 increases are intended to maintain this position to the best of our ability so that we won't find ourselves in need of another large adjustment at the end of this contract term. The current step plan to proceed through the salary range was increased from 5 to 10 steps, eliminated the every other year step increase, and allows for officers to step each year assuming their performance meets the appropriate standards. It is the responsibility of the supervisors to assess each officer's performance fairly and accurately in making the determination that the officer met the criteria to step (Pg. 27). General wage increases and annual merit increases have been bundled into the proposed step increases, which will occur annually on the employees' classification anniversary date.

Additional changes in the agreement include amending vacation accruals by years of completed service (pg. 13); recognizing the increased responsibility while assigned as acting sergeant with FTO duties by adding a percentage to the base pay (pg. 19); the addition of off-duty court time and stand-by pay in recognition that officers are required to be available during their off hours (pg. 25); and a safe driver award to be

recognized every 5 years an officer does not have a preventable accident (pg. 42).

FUNDING:

The costs to implement this proposed collective bargaining agreement are based upon the current FY24 salaries and rates. The net cost increase for FY25 would be approximately \$132,996.88, inclusive of all salary increases (\$93,891.20) and the estimated impacts to fringe benefits. The FY26 and FY27 impacts would be less at \$105k and \$107k, respectively.

MOTION:

I move to approve and authorize the City Manager to enter into the October 1, 2024 through September 30, 2027 agreement between the City of Treasure Island and Suncoast PBA.

ATTACHMENTS:

[TIPD Contract 2024-2027 Final UNSIGNED \(002\).pdf](#)

AGREEMENT

Between the

CITY OF TREASURE ISLAND, FLORIDA

And the

SUN COAST POLICE BENEVOLENT ASSOC., INC

October 1, 2024 to September 30, 2027



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ARTICLE 1

PREAMBLE

This Agreement is entered into by the City of Treasure Island, Florida hereinafter referred to as the "City" and the Sun Coast Police Benevolent Association, Inc., hereinafter referred to as the "PBA" for the purpose of promoting harmonious relations between the City and the employees, to establish an orderly and peaceful procedure, to settle differences which might arise, and to set forth the basic and full agreement between the parties concerning rates of pay, wages, safety and health and hours of work as specifically outlined in this Agreement.

ARTICLE 2

RECOGNITION

The City hereby recognizes the PBA as the sole bargaining agent for presenting proposals relative to salaries and other conditions of employment for the bargaining unit which shall consist of all full time officers and sergeants.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 1. Except as expressly provided for in this Agreement, the employer retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, the operating and motorized equipment, the scope of service to be performed, the method of service, the schedule of work time; to contract and sub-contract existing and future work to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the employer good business judgment makes such curtailment or discontinuance advisable; to hire, lay off, assign, transfer, promote, and determine the qualifications of employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to determine the starting and quitting time and the number of hours to be worked; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of economy, efficiency, technological change or operating requirements; and to have complete authority to exercise those rights and powers incidental thereto, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.

SECTION 2. If it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, the provisions of this Agreement may be suspended during the time of the declared emergency, providing that wage rates and monetary fringe benefits shall not be suspended.

SECTION 3. The above rights of the employer are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the employer in its capacity as management of the Police Department of the City of Treasure Island. Any of the rights, powers and authority the employer had prior to entering this Collective Bargaining Agreement are retained by the employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

SECTION 4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the employer and the Association for the life of this Agreement, each voluntarily and unqualified, waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 4 NON-DISCRIMINATION

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of the PBA, withdraw from membership from the PBA, or refrain from becoming a member of the PBA. There shall be no discrimination against any employee covered by this Agreement due to PBA membership or activity or lack of PBA membership or activity.

ARTICLE 5 DUES DEDUCTION

SECTION 1. Employees covered by this Agreement may authorize payroll deductions for the purpose of paying PBA dues only. The following form shall be provided by the City:

**TREASURE ISLAND POLICE DEPARTMENT
AUTHORIZATION FOR DEDUCTION OF PBA DUES**

I, _____, hereby authorize the City of Treasure Island to deduct from my wages each month the current monthly PBA dues and to transmit this amount to the Treasurer of the Sun Coast Police Benevolent Association.

I understand that this authorization is voluntary and that I may revoke it at any time by giving the City written notice in accord with the PBA Agreement.

SIGNED _____

DATE _____

PAYROLL NUMBER _____

SOCIAL SECURITY # _____

SECTION 2. The PBA will initially notify the City as to the amount of dues. Such notification shall be certified to the City in writing over the signature of an authorized officer of the PBA. Changes in PBA membership dues shall be similarly certified to the City and shall be done at least one (1) month in advance of the effective date of such change.

SECTION 3. Dues shall be deducted monthly and the funds deducted shall be remitted to the Treasurer of the PBA within thirty (30) days. The PBA shall indemnify, defend and hold the City harmless against any and all claims made and against any and all suits instituted and judgments against the City because of action by the City in compliance with this Article.

SECTION 4. The payroll deduction shall be revocable by the employee providing thirty (30) days written notice to the City on the following form and the City shall notify the PBA of any revocation:

**TREASURE ISLAND POLICE DEPARTMENT
INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF PBA DUES**

I, _____, hereby instruct the City of Treasure Island to stop deducting from my wages each month the current monthly dues for the Sun Coast Police Benevolent Association.

SIGNED _____

DATE _____

PAYROLL NUMBER _____

SOCIAL SECURITY # _____

SECTION 5. The PBA agrees to pay the employer an annual fee of \$100.00 for the services of dues. The PBA shall pay the city no later than January 15 of each year of this contract.

ARTICLE 6 PBA REPRESENTATION

SECTION 1. Neither party in negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The bargaining committee of the PBA shall consist of not more than three (3) representatives. The PBA will furnish the City with a written list of the PBA's bargaining committee prior to the first bargaining meeting.

SECTION 2. Copies of special orders, general orders or training bulletins affecting PBA members shall be made available to the PBA upon request at the "normal" cost of copying charged to the public.

SECTION 3. Solicitation of any and all kinds by the PBA, including solicitation of memberships and the collection of PBA monies, shall not be engaged in during working hours. Further, the PBA and the City agree to comply with all provisions of State law relative to collective bargaining and the conduct of union activities and City business.

SECTION 4. All collective bargaining between the City of Treasure Island and the PBA shall be done at mutually agreed times and dates and all PBA bargaining team member will receive pay, if on duty, for collective bargaining as long as it does not affect the proper operation of the Police Department.

ARTICLE 7 PBA BUSINESS

SECTION 1. An employee, designated by the PBA, may be granted a leave of absence upon request of the PBA president or designee, for Union business. Such leave shall be treated as personal leave (vacation or leave without pay) and shall not exceed five (5) work days a calendar year.

SECTION 2. Permission for such leave may be withheld by the Chief if operational considerations so require.

SECTION 3. Such leave shall be considered as time worked for all seniority rights and fringe benefits, excluding overtime pay.

ARTICLE 8 BULLETIN BOARD

SECTION 1. The PBA shall have the use of a Bulletin Board located in the Police Station. Use shall be restricted to:

- A) Notices of PBA elections and results of elections.
- B) Notices of PBA meetings and minutes of same.
- C) Notices of PBA recreational and social affairs.
- D) Other notices that are approved, in writing, by the Chief, or in his or her absence, the City Manager or his or her designee. The Chief's/City Manager's decision shall be final and shall not be subject to the grievance procedure.

All notices to be posted will be signed by an official of the PBA. A duplicate copy of each notice shall be delivered to the office of the Chief prior to the time the notice is posted. All notices will include the signature of the Chief or, in his or her absence the City Manager or City Manager's designee, approving the posting. Any material found on the Bulletin Board, not in compliance with this section, shall be removed by an appropriate City Official and given to the appropriate union PBA official.

SECTION 2: All costs in preparing and posting of PBA notices shall be borne by the PBA.

ARTICLE 9 GRIEVANCE PROCEDURE

SECTION 1 In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement.

A grievance shall be defined as an alleged violation of a specific provision of this Agreement.

Grievances shall be processed in accordance with the following procedure:

Step 1. The aggrieved employee shall discuss the grievance with his or her immediate supervisor within five calendar days not including Saturday, Sunday, or holidays of the occurrence which gave rise to the grievance. An association representative may be present to represent the employee, if the employee desires him or her present. The immediate supervisor shall attempt to adjust the matter and/or respond to the employee within five calendar days not including Saturday, Sunday, or holidays.

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the

grievance procedure within the time limits provided for the submission of a grievance in Step 1, and signed by the aggrieved employee(s), and the association representative on their behalf if the employee(s) so desires his or her assistance. All grievances must be processed within the time limits herein provided unless extended by mutual agreement.

Step 2. If the grievance has not been satisfactorily resolved, the aggrieved employee and the association representative, if the employee wishes his or her assistance, shall reduce the grievance to writing, stating the specific provision of this Agreement the employee believes has been violated and what remedy is requested. The employee shall present such written grievance to the Chief within ten (10) calendar days not including Saturday, Sunday and holidays from the time the immediate supervisor's response was due in Step 1.

The Chief shall meet with the employee and the association representative if the employee wishes him or her present, within ten (10) calendar days of receipt of the Step 2 grievance not including Saturday, Sunday or holidays. The Chief shall respond in writing within ten (10) calendar days not including Saturday, Sunday, or holidays from date of the meeting.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the employee or the association, if the employee wishes its assistance, may present a written appeal to the City Manager within ten (10) calendar days following receipt of the chief's response not including Saturday, Sunday or holidays. The City Manager shall meet with the employee and the association representative if the employee wishes him or her present, within ten (10) calendar days of receipt of the Step 3 grievance not including Saturday, Sunday or holidays. The City Manager shall respond in writing within ten (10) calendar days not including Saturday, Sunday or holidays from the date of the meeting.

Step 4. Any grievance that is not resolved in the grievance procedure may be referred, by written request from the union, within ten (10) calendar days not including Saturday, Sunday, or holidays of the date the City Manager's response is due in Step 3 to arbitration.

1. The parties will meet and attempt to mutually agree upon a neutral party to arbitrate the grievance.
2. If the parties fail to mutually agree upon an arbitrator within ten (10) calendar days not including Saturday, Sunday or holidays after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service by the Human Resources Director. Within ten (10) calendar days not including Saturday, Sunday or holidays, after receipt of the list, the parties shall meet and alternately cross out names on the list and the remaining name shall be the arbitrator. The grieving party shall cross out first.

3. The arbitration shall be conducted under the rules set forth in this Agreement. Subject to the following, the arbitrator shall have the jurisdiction and authority to hear a grievance as defined in this Article and to advise City Commission if a violation of the Agreement has taken place.
4. However, the arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof of any amendment thereto.
5. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this article, or which is not specifically covered by this Agreement.
6. The arbitrator shall confine himself/herself exclusively to the question which is presented to him or her, which question must be actual and existing.
7. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be binding in accordance with Florida Statute 447.401.
8. The parties shall attempt to mutually agree in writing as to the issue to be arbitrated prior to a hearing.
9. Each party shall bear the expense of its own witness and its own representatives. The parties shall bear equally the expense of the arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.
10. The arbitrator shall be requested to render his or her decision as soon as possible, but in any event, not later than thirty (30) calendar days after the hearing. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator, which shall allow any alleged accruals for more than five (5) calendar days prior to the date when such grievance shall have been submitted in writing.
11. This grievance and arbitration procedure may only be used by employees who are represented by the Pinellas County PBA. Employees who pursue a grievance without PBA representation must do so under the grievance procedure set forth in Rule 9.5 of the City's Career Service System Manual. A grievance may not be pursued under more than one grievance procedure.

SECTION 2. Any grievance not processed in accordance with the time limits provided above shall be considered conclusively abandoned. Any grievance not answered by

management in the time limits provided above automatically advances to the next higher Step of the grievance procedure.

ARTICLE 10 STRIKES AND LOCKOUTS

SECTION 1. There shall be no strikes, work stoppages, picket lines operating during a strike or to seek to change agreed upon conditions during the term of this contract, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the PBA and there will be no lockouts by the City. The PBA supports the City fully in maintaining normal operations.

SECTION 2. "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the City of Treasure Island, the employer, for the purpose of inducing influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

SECTION 3. Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City in accordance with City personnel rules. The PBA and its members recognize and agree that Section 447.505 of the Florida Public Employee's Collective Bargaining Statute prohibits them individually or collectively as public employees or the PBA from participation in a strike against the City of Treasure Island.

SECTION 4. It is recognized by the parties that they are responsible for and engaged in activities which are the basis for the health and welfare of the citizens and that any violation of this Section could give use to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Section, the City or the PBA shall be entitled to seek and obtain immediate injunctive relief.

ARTICLE 11 FUNERAL LEAVE

SECTION 1. Employees covered by this Agreement shall be granted, operational conditions permitting, time off with pay not to exceed three (3) days (or five (5) days if

the funeral is out of state) in the event of a death in his or her immediate family. Days off may be used in addition to the paid time described herein.

SECTION 2. The employee's "immediate family" shall be defined as spouse, a person with whom one was presently residing as if a family, father, mother, step-parents, natural, step and adopted children, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, aunt, uncle, brother-in-law and sister-in-law.

SECTION 3. Funeral leave shall not be charged to vacation or sick leave.

SECTION 4. Should an employee require additional time other than provided in Section 1 of this Article, the employee may request the additional time from the Chief. Upon approval by the Chief, any additional time off will be charged vacation, comp time, or unpaid leave.

SECTION 5. The employee shall provide the Chief with proof of death in family as defined before compensation is approved. To receive funeral leave, the employee must actually attend the funeral service.

ARTICLE 12 MILITARY LEAVE

SECTION 1. All employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to leaves of absences from their respective duties, without loss of vacation leave, pay, time or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty.

Leaves of absence granted as a matter of legal right under the provisions of Florida State Statutes, Chapter 115.07, shall not exceed two hundred and forty working hours. Administrative leaves of absences for additional or longer periods of time for assignment to duty functions of a military character shall be without pay and shall be granted, and when so granted shall be without loss of time or efficiency rating.

Employees who are called to active military service shall receive full pay for the first thirty (30) days. The employer shall continue to provide all health insurance and other existing benefits to such employees as required by the Uniformed Services and Employment and Reemployment Act.

During the leave of absence, employees shall be entitled to preserve all seniority rights, efficiency ratings, promotional status and retirement privileges. The period of active military service shall, for purposes of computation to determine whether such person may be entitled to retirement under the laws of the state, be deemed

continuous service. While absent on such leave without pay, employees shall not be required to make any contribution to any retirement fund.

Requests for military leave shall be submitted in writing with a copy of the military orders attached thereto at least one (1) month (if possible) prior to the commencement date of the proposed leave.

For the first thirty (30) days following commencement of an employee's authorized military leave, the City will continue to pay the City's portion of any health benefits in place at the time of said leave. During this period, the employee will be required to contribute their normal share of the premiums.

Following thirty (30) days of authorized military leave, the employee may elect to continue their current coverages for a period up to eighteen months and will be responsible for 100% of the premiums. Should an employee elect not to continue benefits or fails to remit payment for premiums and coverage is terminated, reinstatement shall be without any waiting period or exclusion for preexisting conditions upon return to work.

SECTION 2. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

SECTION 3. Employees who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States and are involuntarily called up to active duty for purposes other than training shall be entitled to all veterans reemployment rights mandated by federal and state law.

SECTION 4. Employees who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States and are called up to active duty for purposes other than training and who still reside within a one-hour commute to the City may, with the approval of their military commanding officer, request such city duty assignments as may be available, subject to the approval of the Police Chief.

ARTICLE 13 LEAVE BENEFITS

SECTION 1. Holidays

- A. Holiday pay of eight (8) additional hours at straight time shall be paid to all eligible employees for each of the listed holidays.

Employees required to work on any of these observed holidays will in addition to receiving holiday pay set forth above, be compensated at a rate of time and one half for all hours worked on the holiday.

Employee designated floating holiday shall not be accrued from year to year or taken in hourly increments. Floating holidays not used by calendar year end will be forfeited.

The holiday will be observed on the calendar day of the holiday, not the day the City observes the holiday if these days are different.

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve
Christmas Day
Floating Holiday

- B. When a holiday falls on an employee's scheduled workday and the employee is on previously approved vacation, the employee will be paid Holiday Pay for the hours of the originally scheduled shift.
- C. When a holiday falls on an employee's scheduled workday and the employee is not scheduled to work because operations are reduced on the holiday, the employee will be paid Holiday Pay for the hours not scheduled. Such hours are counted as "hours worked" for the purpose of calculating hours towards overtime.
- D. Employees who are absent for any reason other than previously approved vacation, on their scheduled shifts the day before or the day after the holiday are not eligible for this pay.

SECTION 2. Vacation Leave:

Full time employees shall be entitled to earn and accrue annual leave with pay. Vacation leave may be taken as it is earned.

- A. Computation of Vacation Leave: Annual vacation leave shall accrue at the following rate for employees on a regular work week. An Employee shall accrue annual leave at the rate of 88 hours per year for their first year of

employment or until they have successfully completed their probationary period, whichever is later.*

<u>Completed Years of Service</u>	<u>Hours Accrued Annually</u>
0 yrs*	88 hours
1 through 3 yrs	120 hours
4 through 8 yrs	144 hours
9 through 12 yrs	168 hours
13 through 19 yrs	180 hours
20+ yrs	216 hours

Upon separation from service for any reason, the employee shall be paid for accrued vacation except those employees having less than six months of full time service.

B. Accumulation of Annual Leave: A maximum of up to two times an employee's annual accrual up to a maximum of 320 hours may be carried forward into the next calendar year.

C. Restrictions: Annual leave shall not be earned by an employee during leave of absence without pay, or when the employee is otherwise on a non-pay status.

D. Schedules for Annual Leave:

Employees shall, based on seniority, request vacation, in writing, no later than 60 days before the effective shift change date. (For example, if the shift change date is Jan. 1, Employees must submit vacation requests in writing no later than Nov. 1.) The Chief, or designated agent, shall approve or deny the request within two (2) weeks of the request, in writing. Once an Employee has selected the dates they may not be changed without the express written approval of the Chief. If a change is permitted that Employee shall not be able to bump other Employees because of seniority. The Chief shall have the final decision on vacation selections based upon the operating needs of the Department.

E. Vacation Self Funding - The premise behind this program is that it is beneficial for employees to take off for rest, attitude adjustment, enjoyment and family activities. This program is intended to facilitate an employee taking a vacation by providing some funds for these activities, if the employee is eligible. The following parameters must be met for an employee to take advantage of this program.

1. An employee may utilize this program once during their anniversary year.
2. The vacation self funding program is available to all employees that accrue annual vacation time, have the requisite and eligible amount of accrual

to fund the program and have not been subject to disciplinary action above and beyond a "Verbal Action" during the twelve (12) month period preceding the vacation time to be taken.

3. Vacation time off must be in full weekly increments. Sell back vacation time can be up to five (5) days for each week taken. For example: Take one week and sell up to five (5) days, or take two (2) weeks and sell up to ten (10) days. The maximum number of days allowed to sell back in any one-anniversary year is limited to fifteen (15) days.

4. The employee will be paid via direct deposit or check on the normal payroll date.

5. In order for accrued vacation time to be eligible for sell back it must have been posted to the employee's accrual balance no later than the close of the previous month.

To participate in this program, an employee must complete the "Vacation Self Funding Request Form" (Exhibit 3) indicating the vacation time off requested and secure departmental pre-approval. In addition the employee will indicate his/her desire to sell back as much vacation time as he/she is eligible to sell back within policy limits.

The Police Chief will be responsible for determining the number of days the employee is eligible to sell back, documenting this on the request form and submitting the form to the Human Resources Department. If the employee meets the eligibility requirements, then the form will be submitted for payment.

Nothing in this program will exclude the fact that all employees having vacation balances exceeding the allowable limits on their anniversary date will lose the excess vacation accrual without compensation.

SECTION 3. Sick Leave:

A. Eligibility: All full time employees under this contract shall be entitled to earn sick leave.

B. Definition: Sick leave may be granted for the following:

- (1) Absence due to illness of employee.
- (2) Personal medical, dental and optical appointments.
- (3) Absence to care for a family or household member, defined as: spouse, persons related by blood or marriage who are presently residing together, persons who are presently residing together as if a family, and persons who have a child in common regardless of whether they have been married. Upon request of the Chief, the employee will be required to furnish a physician's statement to the effect that the family or household member need direct care from the employee.

C. Computation:

(1) Sick leave shall be calculated at the rate of eight (8) hours per month. Any variations in the work week by Ordinance, Resolution, State Law or Federal Law will automatically affect the accrual of annual sick leave.

(2) Sick leave earned shall not be charged when employee is out on workers compensation set forth in Section 4.

(3) Vacation leave accumulated may be used as sick leave when all sick leave credits have been exhausted.

D. Sick Leave Requests and Requirements:

(1) Records of sick leave used shall be kept by Human Resources Director and Chief of Police on prescribed forms.

(2) The employee shall have the responsibility of notifying the Chief promptly of any illness requiring employee's absence. Failure to notify the Chief, or designee, of the absence shall forfeit any claim for sick pay.

(3) Absence for three (3) days without proper notification to the Chief, or designee, shall be considered absence without leave and may be grounds for dismissal.

(4) Employees absent for a period longer than one day may be required to submit medical evidence of reason for absence, upon request by the Chief.

(5) In addition, an employee exhibiting excessive absenteeism or abuse of sick leave, in the opinion of the City may be required to submit medical evidence of reason for absence even after one day's absence.

(6) It is understood that excessive absenteeism and /or abuse of sick leave may constitute just cause for discipline.

(7) Medical, dental and optical appointments shall be charged in one (1) hour increments as needed by the employee. The Chief shall encourage all these types of medical appointments to be made on off-duty time whenever possible. The PBA agrees to cooperate fully with this policy. No sick leave shall be required, however, for medical examinations required by the City.

E. Separation:

Accumulated sick leave shall be forfeited upon separation of services for any reason, except that employees who separate from the service of the City with ten (10) or more years of service will be paid at their current rate of pay a percentage of their accrued sick leave according to their length of continuous service as follows: twenty five percent (25%) of accrued sick hours for ten (10) years of service and an additional two and a half percent (2.5%) for each additional year of service up to twenty (20) years.

Years of Service	Percentage of accrued sick leave paid at retirement
10	25%
11	27.5%
12	30%
13	32.5%
14	35%
15	37.5%
16	40%
17	42.5%
18	45%
19	47.5%
20 or more	50%

SECTION 4. Workers' Compensation:

All municipal employees are covered by workers' compensation laws and shall be entitled to all benefits awarded under such laws. Injuries that occur while on duty or performing services directed by superiors shall be reported immediately through the Department Head to the Human Resources Director. Absences resulting from injuries covered by workers' compensation may also qualify under the Family Medical Leave Act. If such leave is covered by FMLA, it will be applied toward the 12 weeks of leave that must be granted by the City in a one year period, as provided by law.

Injured employees who require immediate treatment shall be treated by the City's paramedics if said paramedics are available and respond. If further treatment is required, the employee shall be transported to the emergency room. All injuries whether requiring lost time or not, shall be reported to the Human Resources Director without delay.

- A. Employees failing to report injuries received to their Chief within twelve hours from occurrence of such injury shall be excluded from supplemental benefits other than those covered by workers' compensation laws.
- B. Injuries requiring absence of more than one day shall require a physician's approval to return to work.
- C. Any injuries due to the employee's own misconduct or willful negligence will disqualify said employee from supplemental benefits.
- D. Supplemental Benefits:

Employees receiving job related injuries and resulting disabilities and having been awarded salary compensation benefits under workers' compensation laws shall receive supplemental benefits, for a maximum period of one hundred-eighty (180) calendar days in a calendar year (January through December) or one-hundred eighty (180) calendar days per injury, whichever is less. The amount of this benefit will equal the difference between the workers' compensation maximum benefit and the employee's regular rate of pay.

The supplemental benefit may be extended by the City Manager whose decision shall be final and shall not be subject to the grievance procedure.

SECTION 5. Family and Medical Leave:

The City shall comply with the Family and Medical Leave Act of 1993. Any employee taking leave under said Act shall be required to exhaust all accrued vacation leave and sick leave before going on unpaid status. Any question of whether the City complies with such Act shall be resolved by the provisions of such Act and not through Article 9 Grievance Procedure.

SECTION 6. Leave of Absence Without Pay:

Upon recommendation of the Chief and approval of the City Manager, leaves without pay may be granted for any reason deemed to be in the best interest of the City; but such leaves shall not be granted for a period longer than one year. The City Manager's decision shall be final and shall not be subject to the grievance procedure. No fringe benefits shall accrue while an employee is on leave of absence without pay.

ARTICLE 14 SERGEANT

SECTION 1. The parties recognize that Sergeants are first-line supervisors and no interference will be exercised by the union or their officials with respect to the supervisory functions of any Sergeant. Management has the exclusive right to determine the fitness of any officer for promotion to the rank of Sergeant or assignment as Acting Sergeant.

SECTION 2. Acting Sergeant: Except as set forth in Section 4 below, whenever a police officer is required to serve as a Sergeant, for a minimum of one (1) hour, he or she shall be compensated at an hourly rate that is 5% higher than the officer's regular rate of pay for each hour so worked.

If a Police Officer or Corporal is required to serve temporarily as Acting Sergeant for more than 14 consecutive days, he or she shall be compensated at the higher of the minimum hourly rate for Sergeant or the 5% Acting Sergeant differential for the duration of the temporary assignment.

If an Employee is assigned as both an Acting Sergeant and a Field Training Officer, he or she shall be compensated at an hourly rate that is eight percent (8%) higher than the Employee's regular rate of pay for each hour working in those capacities.

SECTION 3. A Sergeant who is assigned as the FTO Program Coordinator shall receive premium pay of \$600.00 annually. This annual premium pay will be paid on a bi-weekly basis.

SECTION 4. A Sergeant who has successfully completed his or her promotional probationary period of one year may be demoted and returned to the position and classification held prior to the promotion upon a showing by the employer that said employee does not have the ability to remain in the higher classification. The employee may appeal his or her demotion within five working days to the City Manager, whose decision will be final and binding.

A Sergeant who has successfully completed his or her promotional probationary period of one year, who as a result of discipline is demoted will be returned to the position and classification he or she held prior to the promotion, and said employee is entitled to the grievance procedure as provided in Article 9 of this Agreement

SECTION 5. Management may, solely at its discretion, assign officers to a Corporal or Detective rating. Selection of officers for these assignments and the duration of these assignments is solely determined by management. Employees assigned as Corporal will receive a rate of pay 5% higher than their regular rate of pay. Officers assigned as Corporal or Detective will receive no additional premium when required to serve as Acting Sergeant for less than 14 consecutive days. Employees assigned as Detective will receive a rate of pay equivalent to the minimum of a Sergeant's pay, or 5%, whichever is greater. Short term training assignments in CID will not receive any additional premium for that training assignment, subject to Article 23, Section 2.

ARTICLE 15

SENIORITY AND REDUCTION-IN-FORCE

SECTION 1. City seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more which shall cause the date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted.

A. City seniority/anniversary date shall be used for purposes of computing vacations, pensions, service awards and other benefits based on length of service.

SECTION 2. Classification seniority shall be understood to mean length of time in classification. After successful completion of the probation period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for leave of absence of thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the classification seniority date to be adjusted. Classification seniority shall be used in conjunction with job classifications for purposes of layoff and consideration for merit reviews and promotion.

SECTION 3. All new employees and newly promoted employees shall be placed on probation for the first year in the classification. The probationary periods shall be utilized to evaluate the employee's performance on the job and for dismissal of employees not meeting the required standards of performance. A probationary new employee may be discharged without right of appeal through the grievance procedure. A probationary promotional employee found to be unsatisfactory may will be returned to the position and status held prior to promotion without right of appeal through the grievance procedure.

SECTION 4. Employees shall lose their seniority as a result of the following:

- A. Voluntary Termination
- B. Retirement
- C. Termination for Legitimate Reasons
- D. Absent without authorized leave for three (3) consecutive working days, absent justification.
- E. Failure to return from military leave within the time limits prescribed by law

SECTION 5. Layoff. The Department Chief will notify the PBA in advance of any pending reduction in force. Probationary and provisional employees will be laid off first and shall be placed on the eligibility list in order of their date of employment. Employees will be laid off in the inverse order of their length of time in their classification. In the event that two or more employees affected have the exact same amount of service in the classification, the employee with the lowest identification number will be deemed to be the senior employee.

- A. Sergeants shall have the option of accepting a layoff or being reduced in rank to patrolman.
- B. Sergeants accepting a reduction in rank to patrolman shall retain full departmental seniority.

SECTION 6. Recall. Employees in layoff status will retain recall rights and shall have preference to work over applicants on eligible lists as long as they are qualified to perform the work available at time of recall. Recall will be made by certified mail to the last address in the employee's records. Within ten (10) work days of the certified

receipt date, laid-off employees must signify their intention of returning to work to the Human Resources Office.

If no indication to return to work is received from the employee or the employee indicates he or she cannot return to work at that time, the employee will be dropped from the recall lists and will be eligible for employment just like any other applicant.

- A. Recall will be offered to laid-off employees provided they are physically qualified to perform the duties of the job. A laid-off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.
- B. Sergeants reduced in rank under the provisions of this article shall retain recall rights to his or her former position over any eligibility list.
- C. When employees are recalled from layoff, the employees with the greatest classification seniority shall be recalled in order of seniority.
- D. When recalled, an employee's classification seniority date shall remain the same.

SECTION 7. Upon request, the City may grant leaves of absence for up to one (1) year periods without the employee's classification date and other benefits being diminished.

SECTION 8. In the event that the Treasure Island Police Department would be abolished and covered employees are not offered employment with the replacing agency, then Rule 7.4 (Separation Pay) of the City of Treasure Island Career Service System Manual would apply to employees covered by this Agreement.

ARTICLE 16 INDEMNIFICATION

The City of Treasure Island shall defend all suits against members of the Police Department covered by this Agreement and to protect said members for any liability, as long as they are acting within the scope of their employment in the absence of gross negligence.

ARTICLE 17 MAINTENANCE OF CONDITIONS

SECTION 1. Written rules, regulations, policies and procedures of the Police Department in effect prior to the effective date of this Agreement will remain in full force and effect if such rules and regulations are conducive to the efficient operations

of the Police Department and if they are not in direct conflict with any Articles or Sections of the Agreement.

SECTION 2. This Agreement shall take precedence over all written rules, regulations, policies or procedures in direct conflict with this Agreement.

Wages, benefits, hours, and working conditions for police officers and police sergeants are specified by this collective bargaining agreement and not by Chapters IV, V, and VII of the City's Career Service Manual.

SECTION 3. Nothing in this Agreement is to be construed to mean that employees covered by this Agreement may not receive benefits or rights greater than other City employees.

ARTICLE 18 SAFETY AND EQUIPMENT

SECTION 1: The purpose of this Section is to eliminate from use any vehicle or equipment that is dangerous to the operator or the public. No employee covered by this Agreement shall be required to operate any vehicle or equipment in an unsafe operating condition.

However, the determination of whether a vehicle or piece of equipment is "unsafe" shall be made only by the Chief of Police, or designee, or the City Manager. Otherwise, said vehicle or piece of equipment must continue to be operated by the employee.

SECTION 2: City shall provide a protective vest for each permanent employee covered by this Agreement. Vest shall be worn at all times while on duty unless specifically waived by the Chief through policy implementation.

ARTICLE 19 SAVINGS CLAUSE

SECTION 1. If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by any court of competent jurisdiction, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION 2. In the event of invalidation of any Article or Section, both the City and the PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement of only the particular Article or Section invalidated.

ARTICLE 20 EMPLOYEE RIGHTS

SECTION 1. Any investigation of any employee covered by this Agreement relative to a citizen's complaint and/or other matter of internal affairs investigation shall be conducted in compliance with Sections 112.532, 112.533, and 112.534, F.S.

SECTION 2. Any officer, who is being interrogated under circumstances where the results of the interrogation could subject the officer to formal disciplinary action, shall have the right to have a PBA representative present as an observer only. Nothing herein shall be interpreted to excuse the officer from answering truthfully and fully all questions asked.

ARTICLE 21 WORK PERIOD AND OVERTIME

SECTION 1. For officers assigned to road patrol duties, the work period shall consist of fourteen (14) days, eighty (80) hours, with a regularly reoccurring period of four (4) additional hours of either overtime or compensatory time per work period. The decision whether the four (4) additional hours shall be paid as overtime or utilized as compensatory time shall be determined on a case-by-case basis, subject to staffing needs, at the sole discretion of the relevant shift supervisor during each work period for each employee. For officers assigned to marine patrol or CID, the work period shall consist of fourteen (14) days, eighty (80) hours.

SECTION 2. The City will establish the hours of work best suited to meet the needs of the Department to provide superior service to the Community, but agrees that work schedules will not intentionally be changed or altered solely to avoid the payment of overtime.

SECTION 3. The work schedule shall be posted at least twenty eight (28) days in advance of the start of the new schedule, and may be changed by the Chief, or designated agent, if necessary for operational reasons.

SECTION 4. Trading times. Trading times shall not be permitted when it results in additional scheduled overtime or leaves a shift without adequate supervision. Employees who wish to trade a scheduled shift shall submit a written request on a form supplied by the City to the operations commander prior to the date such trade is proposed to cover. This form shall be signed by both Employees. All shift trades shall

be completed or "paid back" within the current fourteen (14) day work period. (The current pay period that the trade is taking place in).

SECTION 5. Overtime

A. The "Pitman schedule" is defined as a work period of fourteen (14) days, and eighty (80) hours, with a regularly reoccurring period of four (4) additional hours of either overtime or compensatory time per work period. Each work period shall consist of a short week (worked on Wednesday and Thursday) and a long week (worked on Monday, Tuesday, Friday, Saturday and Sunday).

B. Due to the adoption of the Pitman schedule for officers assigned to road patrol duties, all hours actually worked (sweat hours) in excess of eighty (80) hours in a fourteen (14) day period, including court duty time, shall be compensated at the rate of time and one half per FLSA Section 7(k), which provides an exception for law enforcement 12-hour shifts. Paid absences shall not be counted in the computation of overtime.

C. For officers assigned to marine patrol and CID, all hours actually worked (sweat hours) in excess of forty (40) hours in a seven (7) day period, including court duty time, shall be compensated at a rate of time and one half. Paid absences shall not be counted in the computation of overtime.

D. An on-duty officer will be assigned to work overtime on the upcoming shift (or portion thereof) for an officer unable and who fails to report for his/her scheduled tour of duty. If the on-duty supervisor decides it is not practical of appropriate to assign overtime to an on-duty officer, the supervisor will call back an officer who is off-duty and not scheduled to report for duty during the next two (2) shifts unless such officer is the only one available. Officers shall work overtime when required to do so.

Management retains the right to select officers with unique or special skills to assignments requiring those skills.

E. There shall be no duplication or pyramiding in the computation of overtime pay and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours actually worked.

F. No paid absences shall be counted in the computation of overtime. The actual hours worked on a holiday for which an employee received holiday premium pay are included as hours worked in the computation of overtime.

SECTION 6. Call back

When an employee is called back from off duty to return to duty he or she shall be guaranteed a minimum three (3) hours of work.

SECTION 7. Off-Duty Court Time

An Employee who is subpoenaed or is otherwise required to appear in Federal, State, County or Circuit Court, or when otherwise required or subpoenaed to testify on behalf of the agency while off-duty shall receive payment for a minimum of three (3) hours or the actual time worked, whichever is greater. If an off-duty appearance occurs preceding or following the Employee's normally scheduled hours of work, the Employee is not eligible for the three-hour minimum but will be paid for the actual time worked. An Employee will be paid a minimum of two (2) hours for State Attorney's investigations. Multiple court appearances on the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department.

An Employee who is off-duty and on authorized court stand-by status will not be compensated for court time unless he or she is activated for court purposes and is required to appear, but may receive off-duty court stand-by compensation as provided below in Section 8.

SECTION 8. Off-Duty Court Stand-by Compensation

An Employee who is required to be on off-duty court stand-by shall be eligible for compensation at the Employee's straight time base hourly rate for a maximum of four hours for each day or portion of a day spent on stand-by. To be eligible for this stand-by compensation, the subpoenaed Employee must contact the issuing agency by 1700 hours on the business day prior to the scheduled stand-by to determine if he or she must remain on stand-by.

If the Employee fails to contact the issuing agency or is notified by 1700 hours on the business day prior to the scheduled stand-by that the Employee is no longer needed, the Employee will not be eligible for off-duty court stand-by compensation.

If an Employee on off-duty stand-by is called to court, the Employee shall be compensated for the actual time spent on stand-by the day of the court hearing, up to a maximum of four hours and will also compensated for the actual time spent in court.

Witness fee and expenses paid by the court shall be retained by the Employee.

SECTION 9.

Compensatory time may be taken in lieu of overtime pay. The maximum compensatory time hours that an Officer may carry over from one calendar year to the next is one hundred (100) hours. Compensatory time records will be maintained by the Human Resources Department.

At the end of each calendar year, a member who has not called out sick at all during the calendar year may convert up to twenty-four (24) hours of sick leave time to compensatory time.

ARTICLE 22

REIMBURSEMENT FOR DAMAGED PERSONAL PROPERTY

An employee may be reimbursed for damage to personal property in the performance of his or her duty subject to the following restrictions:

- A. The maximum reimbursement for eye glasses, sunglasses, and/or hearing aids, shall be one-hundred fifty (\$150.00) dollars. Any workers' compensation benefit shall be signed over to the City. For a wrist watch, up to seventy-five (\$75.00) dollars.
- B. Request for reimbursement shall be made within the shift in which the damage occurs.
- C. Reimbursement shall be approved by the Chief of Police and City Manager.

ARTICLE 23

PAY PLAN

SECTION 1: The pay plan for employees covered by the terms of this Agreement shall be as follows:

Fiscal Year 1:

Effective October 1, 2024, the Entry Officer wage will be increased by twelve percent (12%), and the pay plan will be restructured as outlined in Exhibit 1 of this Agreement.

For Officers employed by the Department as of October 1, 2024, the new step advancement date will be October 1 of each year. For Officers hired after October 1, 2024, the step advancement date will be the anniversary of their date of hire.

To advance to a new step each year, an Officer must receive a "Meets Standards" score on their annual evaluation, as detailed in Exhibit 2 of this Agreement. If an

Officer receives a “Below Standards” evaluation, they will not advance to the next step. Instead, they will be placed on a 90-day performance plan to correct the deficiencies in their performance. If the Officer successfully addresses the deficiencies within this period, they will advance to the next step. Failure to correct the deficiencies within the 90-day period means the Officer will not advance and will not be eligible to advance again until the following year.

The Entry Sergeant wage will be increased by nine percent (9%) and the pay plan will be restructured as outlined in Exhibit 1 of this Agreement.

Sergeants in this classification as of October 1, 2024, will have a new step advancement date of October 1 of each year. For Sergeants promoted after October 1, 2024, the step advancement date shall be the anniversary of their promotion date.

To advance to a new step each year, a Sergeant must receive a “Meets Standards” score on their annual evaluation, as detailed in Exhibit 2 of this Agreement. If a Sergeant receives a “Below Standards” evaluation, they will not advance to the next step. Instead, they will be placed on a 90-day performance plan to correct the deficiencies in their performance. If the Sergeant successfully addresses the deficiencies within this period, they will advance to the next step. Failure to correct the deficiencies within the 90-day period means the Sergeant will not advance and will not be eligible to advance again until the following year.

The new base pay ranges will be as follows:

Class	Minimum	Maximum
Officer	\$ 29.00/hour	\$ 37.84/hour
	\$ 60,320.00	\$ 78,707.20
Sergeant	\$ 40.00/hour	\$ 47.76/hour
	\$ 83,200.00	\$ 99,340.80

Fiscal Year 2:

Effective October 1, 2025, all Officer steps will be increased by three percent (3%) and the pay plan will be as outlined in Exhibit 1 of this Agreement.

For Officers employed by the Department as of October 1, 2024, the new step advancement date will be October 1 of each year. For Officers hired after October 1, 2024, the step advancement date will be the anniversary of their date of hire.

To advance to a new step each year, an Officer must receive a “Meets Standards” score on their annual evaluation, as detailed in Exhibit 2 of this Agreement. If an Officer receives a “Below Standards” evaluation, they will not advance to the next step. Instead, they will be placed on a 90-day performance plan to correct the deficiencies in their performance. If the Officer successfully addresses the deficiencies within this

period, they will advance to the next step. Failure to correct the deficiencies within the 90-day period means the Officer will not advance and will not be eligible to advance again until the following year.

All Sergeant steps will be increased by three percent (3%) and the pay plan will be as outlined in Exhibit 1 of this Agreement.

Sergeants in this classification as of October 1, 2024, will have a new step advancement date of October 1 of each year. For Sergeants promoted after October 1, 2024, the step advancement date shall be the anniversary of their promotion date.

To advance to a new step each year, a Sergeant must receive a "Meets Standards" score on their annual evaluation, as detailed in Exhibit 2 of this Agreement. If a Sergeant receives a "Below Standards" evaluation, they will not advance to the next step. Instead, they will be placed on a 90-day performance plan to correct the deficiencies in their performance. If the Sergeant successfully addresses the deficiencies within this period, they will advance to the next step. Failure to correct the deficiencies within the 90-day period means the Sergeant will not advance and will not be eligible to advance again until the following year.

The new base pay ranges will be as follows:

Class	Minimum	Maximum
Officer	\$ 29.87/hour	\$ 38.98/hour
	\$ 62,129.60	\$ 81,078.40
Sergeant	\$ 41.20/hour	\$ 49.19/hour
	\$ 85,696.00	\$ 102,315.20

Fiscal Year 3:

Effective October 1, 2026, all Officer steps will be increased by three percent (3%) and the pay plan will be as outlined in Exhibit 1 of this Agreement.

For Officers employed by the Department as of October 1, 2024, the new step advancement date will be October 1 of each year. For Officers hired after October 1, 2024, the step advancement date will be the anniversary of their date of hire.

To advance to a new step each year, an Officer must receive a "Meets Standards" score on their annual evaluation, as detailed in Exhibit 2 of this Agreement. If an Officer receives a "Below Standards" evaluation, they will not advance to the next step. Instead, they will be placed on a 90-day performance plan to correct the deficiencies in their performance. If the Officer successfully addresses the deficiencies within this period, they will advance to the next step. Failure to correct the deficiencies within the 90-day period means the Officer will not advance and will not be eligible to advance again until the following year.

All Sergeant steps will be increased by three percent (3%) and the pay plan will be as outlined in Exhibit 1 of this Agreement.

Sergeants in this classification as of October 1, 2024, will have a new step advancement date of October 1 of each year. For Sergeants promoted after October 1, 2024, the step advancement date shall be the anniversary of their promotion date.

To advance to a new step each year, a Sergeant must receive a "Meets Standards" score on their annual evaluation, as detailed in Exhibit 2 of this Agreement. If a Sergeant receives a "Below Standards" evaluation, they will not advance to the next step. Instead, they will be placed on a 90-day performance plan to correct the deficiencies in their performance. If the Sergeant successfully addresses the deficiencies within this period, they will advance to the next step. Failure to correct the deficiencies within the 90-day period means the Sergeant will not advance and will not be eligible to advance again until the following year.

The new base pay ranges will be as follows:

Class	Minimum	Maximum
Officer	<u>\$ 30.77/hour</u>	<u>\$ 40.15/hour</u>
	<u>\$ 64,001.60</u>	<u>\$ 83,512.00</u>
Sergeant	<u>\$ 42.44/hour</u>	<u>\$ 50.67/hour</u>
	<u>\$ 88,275.20</u>	<u>\$ 105,393.60</u>

SECTION 2:

Employees assigned as Corporal shall receive a premium of 5% above their regular rate of pay.

Employees assigned as Detective shall receive a premium equivalent to that of a Sergeant's minimum pay or 5%, whichever is greater.

Non-Detective Employees who are acting as Detective in excess of six (6) months shall receive a premium of five percent (5%) above their regular rate of pay.

Employees who qualify and are designated by the Chief of Police as a Master Officer (MO) shall receive an annual premium pay of \$600.00, to be paid bi-weekly.

SECTION 3:

Police Officers who are FTO qualified will receive a premium of 5% above their assigned rate for hours that they are engaged in the field training of a new officer.

Police Officers and Sergeants that are Criminal Justice Standards and Training Commission certified Law Enforcement Instructors will receive a premium of ten (10%) percent above their assigned rate for hours that they are engaged in the mandatory and career development training of other Treasure Island Police Officers.

SECTION 4:

The Police Chief shall have the authority to make an offer of employment up to five percent (5%) above the starting pay for an Officer with at least three (3) years of sworn law enforcement experience.

In addition, during times of significant staffing shortages, as determined by the City Manager, the Police Chief shall have the authority to offer referral and sign on bonuses for Police Officer Positions. The program will consist of a maximum of two (2) \$2,500 sign on/referral bonuses per year. The program will be administered based on if an employee refers an applicant that is hired and accepts employment, the referring employee will get \$500 paid through payroll at the successful completion of the referred employee's probation. The applicant will be issued a \$1,000 check via payroll upon hiring, and will receive the additional \$1,000 upon successful completion of their first year of employment. Should an applicant not referred by an employee apply and be offered and accept employment when this program is in effect, they would be eligible for the \$2,000 sign on bonus as previously described.

SECTION 5:

Shift differential pay of seven percent (7%) shall be paid to those employees who regularly work squads three or four, which are designated as night shifts. Employees are eligible for shift differential if they have been re-assigned to squads three or four for more than fourteen (14) consecutive days. Shift differential shall not apply to any leave time. Shift differential shall not apply to court time. Shift differential shall be paid to Employees regularly assigned to squads three or four while attending training, however, shift differential will not be paid to instructors of the training unless the training is done during the working hours of squads three or four.

Employees assigned to squads three or four who also serve as either FTO or Acting Supervisor will be eligible for an additional five percent (5%) premium pay. Employees who are assigned to squads three or four who serve as both FTO and Acting Sergeant will be eligible for an additional eight percent (8%) premium pay. Employees may not stack premium pay and are only eligible for one premium pay on top of shift differential.

ARTICLE 24
UNIFORM MAINTENANCE ALLOWANCE

SECTION 1. All employees covered by this Agreement shall receive a uniform maintenance allowance of five hundred (\$500.00) a year to be paid in a lump sum on the first full pay period of each fiscal year.

SECTION 2. Any employee assigned to Detective duty shall receive a clothing allowance of eight hundred dollars (\$800.00) a year to be paid in a lump sum on the first full pay period in each fiscal year.

SECTION 3. Only those individuals employed on October 1 of each year shall be entitled to this benefit.

ARTICLE 25
JURY DUTY

SECTION 1. In the event an employee is subpoenaed or summoned for Jury Duty in Federal Court, he or she shall be paid the difference between jury pay and his or her regular pay for the normal work hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled workday are required to report to work when excused or released by the Court.

SECTION 2. If any employee is called for Federal Jury Duty, he or she shall promptly notify his or her immediate supervisor so that arrangements may be made for his or her absence from work.

SECTION 3. The employee shall provide the Chief of Police with proof of jury duty service before compensation is approved.

ARTICLE 26
PERSONNEL RECORDS

SECTION 1. The employer will provide each employee a copy of any document initiated by the employer which is to be inserted in his or her city or department personnel file/record.

SECTION 2. A letter/memo which is initiated by the employer shall be initialed by the employee concerned prior to placement in the employee's file/record to indicate it was seen by the employee. The employee, at his or her option, may, within 60 days, file a concise and dispassionate response to such document which shall also be placed in the employee's personnel file.

SECTION 3. Complimentary letters received by the employer will be placed in the record/file of the employee concerned.

ARTICLE 27 SUBSTANCE TESTING

In the interest of officer safety, the City of Treasure Island requires, as a condition of continued employment, that employees refrain from substance abuse both on and off the job. The union will not arbitrate disciplinary actions taken by management because of a positive test result for drugs or alcohol in accord with this Article.

In the interest of safety, health and performance of our workforce and our citizens the City of Treasure Island requires, as a condition of continued employment, that employees remain drug free. The policies and procedures contained in this section are for the purpose of achieving that goal.

This policy is implemented pursuant to the Drug Free Workplace Program under the Florida Workers' Compensation Act, FLs. Statute section 440.102 and attendant Rules Section 59A-24.001, et seq., F.A.C. This act provides that any employee who is injured in the course and scope of employment and test verified positive on a drug or alcohol test, may forfeit his/her eligibility for medical and indemnity benefits under the Florida Worker's Compensation Act, and may be terminated and denied unemployment benefits. Further, refusal to take a drug or alcohol test will also result in the employee forfeiting his/her eligibility for medical and indemnity benefits under the Florida Workers' Compensation Act, as well as possible termination of the employee and denial of unemployment benefits.

The City prohibits employees from bringing onto the City's premises or job sites; having possession of; being under the influence of; possessing in the employee's body, blood or urine, or using, consuming, transporting, selling or attempting to sell, giving away any illegal drugs (including prescription drugs illegally obtained or prescribed for the individual only), or alcohol, at any time. Employees found participating in any of the above activities are guilty of misconduct and shall be discharged.

SECTION 1. Types of Testing

The City may and to the extent permitted by law, will use testing as one of the several means of enforcing its drug free workplace policy. Testing will be conducted in the manner and circumstances listed below, including reasonable suspicion testing which may be drawn from inferences or facts. All drug screens (with the exception of pre-employment and annual fitness for duty drug screens) will include alcohol testing. The list that follows is considered all inclusive:

- A. Pre-employment;

- B. Reasonable suspicion of substance abuse: Any employee reporting to work who demonstrates impaired conduct considered unsafe for the performance of his/her job duties or if an employee becomes similarly impaired on the job, will be observed and/or interviewed by a supervisor to determine the cause of the irregular behavior.

If the supervisor concludes that the irregular behavior is unsafe, the employee will not be allowed to continue working and shall be transported to a medical facility for drug testing. The employee will not be allowed to drive any vehicle.

Reasonable suspicion testing shall also be conducted when there is:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol; odor of alcohol on the breath.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
3. A report of drug use, provided by a reliable and credible source; A report of alcohol use within a time period prior to reporting for duty that would cause one to reasonably expect that alcohol would be detected by intoxilyzer testing.
4. Evidence that an individual has tampered with a drug test during his or her employment;
5. Information that an employee has caused, contributed to, or been involved in an accident while at work;
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.
7. Evidence that an employee has been arrested and charged with use, possession, or sale of illegal drugs or a controlled substance, whether on or off the job.

Supervisors will document their observations and conduct an employee interview. Final disposition of the incident will be documented with the signatures of the supervisors/department heads, and dated. A copy of the Confidential Supervisor's Incident Report will be provided for the employee with the employee's signature of receipt.

- C. Following on-the-job accidents resulting in personal injury or significant property damage; Note: employees may not use alcohol for eight (8) hours following an accident or until the post-accident alcohol test is conducted, whichever comes first.

- D. Fitness for duty medical examinations;
- E. Employees participating in a substance abuse rehabilitation program (subject to quarterly testing during and for a period of two years after completion of program);
- F. Random testing: The following employees are subject to random testing for substance abuse at any time during working hours:
 - Employees whose job requires them to operate any city vehicle or use their own vehicle for city business.
 - Employees whose job requires them to operate machinery or heavy equipment.
 - Employees in public safety occupations such as police officer, firefighter, or emergency medical personnel.

The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with an identifying number. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. There is no limit to the number of times any employee may be tested.

The minimum annual percentage rate for random controlled substances testing shall be 50 percent of the average number of employees.

- G. Any discharge of a firearm in the line of duty that is not training related.

SECTION 2. Analysis

The testing performed will analyze a breath, urine or blood specimen for the presence of any of the following substances or a metabolite of the substance:

1. Alcohol - Ethyl alcohol as a beverage or as part of a medication;
2. Marijuana - Cannabinoids, THC;
3. Cocaine;
4. Methadone - Dolophine, Methadose;
5. Barbiturates - Nembutal, Tuinal, Seconal, etc;
6. Amphetamines - Desoxyn, Biphedamine, Dexedrine, etc;
7. Methaqualone - Quaaludes;
8. Opiates - Codeine, Percodan, Paregoric, Morphine, etc;
9. Propoxyphene - Darvon, Dolene, etc;
10. Phencyclidine - (PCP);
11. Benzodiazepines - Librium, Valium, Xanax, Serax, Halcyon, etc.

Testing may also include designer drugs or other abused substances as added by federal or Florida Statutes.

Levels of detection for a positive drug result for screening and confirmatory tests will be those established by the United States Department of Health and Human Services for the Federal Guidelines on Drug Testing.

Alcohol testing will be conducted using evidential breath-testing devices approved by the National Highway Transportation Safety Administration. Two breath tests are required to determine if an employee has a prohibited alcohol concentration. A screening test is conducted first. A confirmation test must be conducted if the screening test detects any alcohol. A confirmed result indicating a blood alcohol concentration of .02 or greater will be considered a positive test.

A list of the most common drugs or medications by brand name, common name, as well as chemical name, which may alter or affect a drug test, is available to all job applicants and employees at the time of testing.

A form will be provided for employees or job applicants to voluntarily and confidentially report to a Medical Review Officer, the use of prescription or non-prescription medications both before and after being tested. Providing this information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any confirmed positive test result.

The use of legal drugs, that is drugs prescribed by licensed physicians for a specific medical purpose is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and can adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner.

Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance should discuss whether or not this prescribed drug will affect their ability to conduct their job in a safe and efficient manner. It is the employee's responsibility to report if a doctor indicates their prescription could create a direct threat to the health or safety of the employee or others, or impairs their ability to perform the essential functions of his/her job. Should the restrictions be such that the City cannot accommodate, the City may temporarily reassign the employee or request the employee to take sick leave during the period of treatment. Detection of controlled substances will be presumed to be in violation of this policy unless the employee has advised the City of its medicinal use in advance.

The City respects the privacy of an employee's legal use of medication. The name of the medication you are taking need not be revealed to the City. Only the effects of such, and any accommodations that are needed, are required to be revealed. It will be up to the Medical Review Officer to determine if the medication interceded with a drug test or the unsafe performance of your job.

SECTION 3. Test Results

Specific confirmation testing will be performed for all positive test results. Employees testing positive for prescription drugs that are commonly abused must produce evidence from their attending physician to justify the treatment necessity for use of the drug(s).

Within five working days after receipt of a confirmed positive test result from the Medical Review Officer, the employer shall inform the employee or job applicant in writing of such confirmed positive test results, the consequences of such results, and the options to the employee or job applicant.

The employer is responsible for testing costs, except for test costs that are involved with an employee or job applicant who challenges the initial test results.

Consequences of Positive Test or Test Refusal

Refusal or failure to submit to testing, or a confirmed positive test result following an on the job accident or injury, shall disqualify an employee from workers' compensation benefits.

Confirmed positive test results shall eliminate applicants from employment consideration. Failure to participate in random, reasonable suspicion, pre-employment, fitness for duty or other City designated drug or alcohol testing shall result in termination of employment. Any employee with a confirmed positive test result shall be terminated from employment.

Refusal or failure to submit to testing following an on-the-job accident shall result in termination of employment.

In the event that an employee informs the employer in writing of employee's abuse of alcohol/drugs prior to reporting for duty and prior to being notified to report for testing, no disciplinary action shall be taken against the employee ; provided, the employee signs a rehabilitation agreement and enrolls in an approved rehabilitation/treatment program. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, the employee may request leave of absence, without pay. No employee will be granted more than one such rehabilitation opportunity.

Employees who are granted a leave of absence under this section must complete all EAP, medical and other rehabilitative requirements established by the City for them within a reasonable amount of time in order to be considered for return to work. The employee shall be given no service credit, pay (other than accrued sick and vacation) or accrue any benefits for the period of absence.

Challenging Test Results

The employee or job applicant desiring to challenge a confirmed positive drug test result will be responsible for notifying the original testing laboratory of an alternate HRS licensed laboratory, for the purpose of transferring, under Chain of Custody, a portion of the employee or job applicant's specimen for re-testing. The employee may have a portion of their original specimen re-tested during a period of 180 days following written notice of a positive test result. When an employee challenges the result of a confirmed positive test it shall be the employee's responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case is settled.

Concerning denials of workers' compensation benefits due to a positive test result, an employee may undertake an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims. Other challenges of a confirmed positive test result, not involving work place injuries, must be filed in a court of competent jurisdiction.

Employees or job applicants may consult with the Medical Review Officer for technical information regarding prescription or non-prescription medications that may affect test results.

Job applicants or employees whose drug test results are confirmed positive shall not, by virtue of the result alone, be defined as having a "handicap."

SECTION 4. Confidentiality

All drug test information, reasonable suspicion reports, or other related information concerning an individual will remain confidential and will not be disclosed except for conditions described in Florida Statutes. Release of such information under any circumstances other than those described in Florida Statutes, will be solely pursuant to a written consent, voluntarily signed by the person tested.

SECTION 5. Employee Assistance

Employee assistance with substance abuse and other personal problems is available 24 hours a day through the City's Employee Assistance Program (EAP). Additional information about the City's EAP Program can be obtained by contacting the Human Resources Department.

If you or a family member has a substance abuse problem, you are encouraged to call and get confidential help now.

Waiting until you test positive at work is too late!

SECTION 6. Governmental Compliance

This Drug Free Work Place Policy satisfies requirements under F.S. 440.102 and administrative rules 38F-9.014 of the Department of Labor and Employment Security, Division of Workers' Compensation.

ARTICLE 28 RETIREMENT PLAN

SECTION 1: Employees covered by this Agreement shall be participants in the Florida Retirement System (FRS) and as such, retirement shall be defined by current FRS standards.

SECTION 2: The City will continue to make available a 457 deferred compensation plan.

ARTICLE 29 EDUCATIONAL ASSISTANCE

SECTION 1 Education Expense Reimbursement

The City will reimburse full time employees for tuition, registration fees, required lab fees, required textbooks, if the following requirements are met:

- (1) Full time employee with at least one year of continuous service
- (2) The course or the curriculum of which it is a part must be related to the employee's position or be contributory to the potential long range value of the employee to the City.
- (3) Application for education expense reimbursement must be filed with the Human Resources Director prior to enrollment in the course. The employee will explain in writing how the course or curriculum he or she plans to enroll in is related to the employee's current position held, future positions available at the City, or other value to the City. The employee will provide an estimate of the total reimbursable costs for which he or she is applying. If approved, the estimated amount will be budgeted.
- (4) The Human Resources Director shall review all applications and make recommendations to the City Manager. If approved by the City Manager and included in the final City budget, employees will be notified in writing.

- (5) The employee must successfully complete the course with a final grade of "C" or better.
- (6) The employee must submit receipts for expenses and evidence of the final grade to the Human Resources Department within sixty days after successful completion of an approved course. The City will then reimburse up to 100% of the actual reimbursable expenses.
- (7) There will be no duplicate payments for the same course. The amount of any course expenses that are reimbursed through some other source, including state or federal statute, county ordinance, etc., will be deducted from amount paid to the employee under this rule.

SECTION 2 Course Completion Bonuses

A one-time bonus will be paid to a full-time employee upon successful completion with a grade of "A" or "B" of a course approved pursuant to the above Section 1. The sum of \$20 per credit hour will be paid to an employee who achieves an "A" in the course. The sum of \$15 per credit hour will be paid an employee who received a "B" for the course.

SECTION 3 Incentive Payments for Earned Degrees

Employees will receive an educational incentive payment for degrees earned while the employee is in the classified service of the City. A \$300 educational pay increase will be paid each year for each level of degree (Associates, Bachelors, Masters, and Doctorate) earned that is beyond the level of degree required for the employee's current position. One-twelfth of the amount will be paid each month.

Requirements to receive this educational incentive payment are as follows:

- (1) The degree must be related to the employee's current position held, future positions available at the City, or have other value to the City as determined by the City Manager.
- (2) The degree must be more advanced than what is required for the employee's current position.
- (3) Full-time employee with at least one year of continuous service.
- (4) There will be no duplicate payment for the same degree. If the degree is reimbursable through some other source, including state or federal statute, county ordinance, etc., then this provision of the City's educational incentive plan do not apply.

ARTICLE 30 INSURANCE

SECTION 1: The City agrees to keep in effect for the duration of this agreement, a long-term disability/income protection group insurance policy, to provide a maximum monthly benefit of 50% of salary.

SECTION 2: All full-time employees covered by this Agreement shall be eligible to participate in the same group Medical, Dental, Long-Term Disability, and Life Insurance policies as provided by the City to other classified employees.

SECTION 3: The City agrees to negotiate the impact of any medical insurance program changes with the union prior to implementation.

ARTICLE 31 PERMIT ASSIGNMENT

SECTION 1. Permit assignment duty shall be defined as: a regular Police Officer performing police type functions, by assignment through the department, during his or her normal off-duty hours on a voluntary basis.

SECTION 2. All permit assignment opportunities shall be assigned in accord with written Police Department policy.

SECTION 3. While on permit assignment duty, the officer will be under the direct control and supervision of the Police Department and shall only perform functions that are considered normal police business.

SECTION 4. The officer shall be in regular Police Department uniform and shall make an official police record of all incidents occurring that require his or her action.

SECTION 5. All authorized and approved permit assignment duty performed shall be paid at one and one-half times the officer's regular hourly rate. The City will charge a fee to cover additional actual costs (including FICA, and Workers' Comp) and administrative costs. The parties may make any adjustment to the rate paid to officers under this article that the parties may mutually agree to in writing.

ARTICLE 32 CREDIT UNION

All full time employees may become members of a credit union. Credit Union deductions from the employee's paycheck will be made in accord with the employee's written authorization subject to credit union approval.

ARTICLE 33 SERVICE BONUS

All active full-time employees with ten (10) or more years of continuous service will receive a service bonus amounting to a flat six hundred (\$600.00) for ten (10) years, and increase by five hundred (\$500.00) each five (5) years, with a cap at two thousand, one hundred dollars (\$2,100). (See table below.) The dollar amount paid to each individual eligible for longevity as of October 1, 2011, will be frozen at that amount. The new longevity program will provide for Current employees that received a longevity award in 2011 will continue to receive their longevity award at that frozen amount, until they reach the number of years necessary to qualify for an increased amount. Should their longevity already exceed the maximum, no additional increases in longevity will be given regardless of the number of years reached. The award will be paid on the employee's anniversary based on hire date.

Table:

Year 10	\$600
Year 11	\$600
Year 12	\$600
Year 13	\$600
Year 14	\$600
Year 15	\$1,100
Year 16	\$1,100
Year 17	\$1,100
Year 18	\$1,100
Year 19	\$1,100
Year 20	\$1,600
Year 21	\$1,600
Year 22	\$1,600
Year 23	\$1,600
Year 24	\$1,600
Year 25+	\$2,100

ARTICLE 34 VEHICLES

SECTION 1. The City, at its option, may provide City-owned vehicles to Police Officers for travel between TIPD and their residences as well as other police business.

SECTION 2. Vehicle assignments and rules governing such vehicle use shall be at the discretion of the Police Chief and shall not be grieved.

SECTION 3. Safe Driver Award

The Safe Driver Award Program will recognize those Employees who have not had a preventable accident over a five-year period. The Award will consist of a pin bearing a number denoting the number of years driven without a preventable accident. In addition, the Employee will receive one day of vacation leave. The hours of leave time shall be equivalent to the receiving Employees regularly scheduled workday (i.e., if an Employee normally works an eight (8) hour shift they will receive eight (8) leave hours). These leave hours must be used within one calendar year from receipt and do not carry forward year to year.

- A. The Program shall apply to those Employees who operate an agency vehicle on a daily basis or operate a department vehicle for their primary duty purpose.
- B. Further eligibility will be determined by the Employee who shall have operated the department vehicle for a period of five years without incurring a preventable accident or negligently or carelessly contributing to an accident. Department vehicles shall consist of marked, unmarked, and waterborne vehicles.
- C. Any conflict arising over eligibility shall be resolved by the Chief or his/her designee.

ARTICLE 35 DURATION

This Agreement shall be effective as of October 1, 2024, and shall remain in full force and effect until its expiration date, September 30, 2027.

CITY OF TREASURE ISLAND, FL

SUN COAST POLICE BENEVOLENT
ASSOCIATION

Garry Brumback
CITY MANAGER

Sasha Lohn, Esq.
EXECUTIVE DIRECTOR,
GENERAL COUNSEL

Date: _____

Date: _____

ATTEST:

ATTEST:

Exhibit 1

Fiscal Year 1: Effective 10/1/24-9/30/25

Officer Step Plan:

1 \$29.00 \$60,320.00	2 \$29.87 \$62,129.60	3 \$30.77 \$64,001.60	4 \$31.69 \$65,915.20	5 \$32.64 \$67,891.20
6 \$33.62 \$69,929.60	7 \$34.63 \$72,030.40	8 \$35.67 \$74,193.60	9 \$36.74 \$76,419.20	10 \$37.84 \$78,707.20

Sergeant Step Plan:

1 \$40.00 \$83,200.00	2 \$41.20 \$85,696.00	3 \$42.44 \$88,275.20	4 \$43.71 \$90,916.80	5 \$45.02 \$93,641.60	6 \$46.37 \$96,449.60	7 \$47.76 \$99,340.80
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Exhibit 1

Fiscal Year 2: Effective 10/1/25-9/30/26

Officer Step Plan:

1	2	3	4	5
\$29.87	\$30.77	\$31.69	\$32.64	\$33.62
\$62,129.60	\$64,001.60	\$65,915.20	\$67,891.20	\$69,929.60
6	7	8	9	10
\$34.63	\$35.67	\$36.74	\$37.84	\$38.98
\$72,030.40	\$74,193.60	\$76,419.20	\$78,707.20	\$81,078.40

Sergeant Step Plan:

1	2	3	4	5	6	7
\$41.20	\$42.44	\$43.71	\$45.02	\$46.37	\$47.76	\$49.19
\$85,696.00	\$88,275.20	\$90,916.80	\$93,641.60	\$96,449.60	\$99,340.80	\$102,315.20

Exhibit 1

Fiscal Year 3: Effective 10/1/26-9/30/27

Officer Step Plan:

1 \$30.77 \$64,001.60	2 \$31.69 \$65,915.20	3 \$32.64 \$67,891.20	4 \$33.62 \$69,929.60	5 \$34.63 \$72,030.40
6 \$35.67 \$74,193.60	7 \$36.74 \$76,419.20	8 \$37.84 \$78,707.20	9 \$38.98 \$81,078.40	10 \$40.15 \$83,512.00

Sergeant Step Plan:

1 \$42.44 \$88,275.20	2 \$43.71 \$90,916.80	3 \$45.02 \$93,641.60	4 \$46.37 \$96,449.60	5 \$47.76 \$99,340.80	6 \$49.19 \$102,315.20	7 \$50.67 \$105,393.60
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Exhibit 2

Officer Evaluation:



PERFORMANCE EVALUATION - NON-SUPERVISORY

Name	
Title	
Rating Period	

Department		Date	
Type of Evaluation	Regular	Pay Grade	

CHARACTER ATTRIBUTES

Indicate whether the Employee demonstrates the City's values

Dynamic: We celebrate our dynamic community & workforce, understanding that both are necessary to preserve the unique spirit of TI	Yes
Integrity: We will be guided by strong ethical principles and conduct ourselves in an honest and transparent way.	Yes
Fair: We treat everyone equally and make decisions that are in the public's best interest through objectivity and impartiality.	Yes
Respect: We treat our community with mutual respect & sensitivity, recognizing the importance of diversity, by valuing all contributions.	Yes
Responsiveness: We are accessible and adaptive to the needs of our community.	Yes

PERFORMANCE ATTRIBUTES

Scale of Evaluation: 3 - Exceeds Standards, 2 - Meets Standards, 1 - Below Standards

Mental: Possesses desire, will, initiative, and discipline	Select
Emotional: Displays self-control, composure, calm under pressure	Select
Conceptual: Demonstrates sound judgment, critical/creative thinking, moral reasoning	Select
Interpersonal: Interacts with public and staff in positive and engaging manner	Select
Technical: Possesses the necessary expertise to accomplish all tasks and functions	Select
Communicating: Displays good oral, written, and listening skills in groups and with individuals	Select
Decision-making: Employs sound judgment, logical reasoning and uses resources wisely	Select
Reliable: Arrives to work and meetings punctually, schedules time off in advance	Select
Pride: Professional appearance, sense of career fulfillment	Select
Awareness: Takes care of people and resources	Select
Assessing: Uses available tools to facilitate and/or suggest consistent improvement	Select
Developing: Invests adequate time and effort for self-development	Select
Building: Takes initiative to improve team; fosters ethical climate	Select
Learning: Seeks professional improvement and seeks growth within organization	Select
Effective: Deliverables are completed on time and within budget	Select

POSITION SPECIFIC PERFORMANCE METRICS

■	Select
■	Select
■	Select

PROFESSIONAL DEVELOPMENT GOALS

■
■
■

PERFORMANCE EVALUATION - NON-SUPERVISORY

RATER NARRATIVE

NARRATIVE SCORE	Select

OVERALL PERFORMANCE RATING: Choose an item.

EMPLOYEE COMMENTS

--

RATER'S SUPERVISOR COMMENTS

--

Employee Signature _____ Date _____

Rater Name & Title _____

Signature _____ Date _____

Rater's Supervisor Name & Title _____

Signature _____ Date _____

Human Resources Reviewed _____ Date _____

City Manager Reviewed _____ Date _____

Exhibit 2

Sergeant Evaluation:



PERFORMANCE EVALUATION - SUPERVISOR

Name	
Title	
Rating Period	

Department		Date	
Type of Evaluation		Pay Grade	

CHARACTER ATTRIBUTES	
<i>Indicate whether the Employee demonstrates the City's values</i>	
Dynamic: We celebrate our dynamic community & workforce, understanding that both are necessary to preserve the unique spirit of TI	Yes
Integrity: We will be guided by strong ethical principles and conduct ourselves in an honest and transparent way.	Yes
Fair: We treat everyone equally and make decisions that are in the public's best interest through objectivity and impartiality.	Yes
Respect: We treat our community with mutual respect & sensitivity, recognizing the importance of diversity, by valuing all contributions.	Yes
Responsiveness: We are accessible and adaptive to the needs of our community.	Yes

PERFORMANCE ATTRIBUTES	
<i>Scale of Evaluation: 3 - Exceeds Standards, 2 - Meets Standards, 1- Below Standards</i>	
Mental: Possesses desire, will, initiative, and discipline	
Emotional: Displays self-control, composure, calm under pressure	
Conceptual: Demonstrates sound judgment, critical/creative thinking, moral reasoning	
Interpersonal: Shows skills to coach, teach, counsel, motivate, and empower	
Technical: Possesses the necessary expertise to accomplish all tasks and functions	
Communicating: Displays good oral, written, and listening skills in groups and with individuals	
Decision-making: Employs sound judgment, logical reasoning and uses resources wisely	
Motivating: Inspires, motivates, and guides others to facilitate consistent improvement	
Planning: Develops detailed, executable plans that are feasible, acceptable, and suitable	
Executing: Shows strategic proficiency and takes care of people/resources	
Assessing: Uses evaluation tools to facilitate consistent improvement	
Developing: Invests adequate time and effort to develop direct reports	
Building: Spends time and resources improving team; fosters ethical climate	
Learning: Seeks self-improvement and organizational growth; envisioning, adapting, and leading	
Effective: Deliverables are completed on time and within budget	
POSITION SPECIFIC PERFORMANCE METRICS	
▪	
▪	
▪	

PROFESSIONAL DEVELOPMENT GOALS
▪
▪
▪

PERFORMANCE EVALUATION - SUPERVISOR

RATER NARRATIVE

NARRATIVE SCORE

OVERALL PERFORMANCE RATING: Choose an item.

EMPLOYEE COMMENTS

RATER'S SUPERVISOR COMMENTS

Employee Signature

Date

Rater Name & Title

Signature

Date

Rater's Supervisor Name & Title

Signature

Date

Human Resources Reviewed

Date

City Manager Reviewed

Date



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 18, 2024
SUBMITTED BY:	Stacy Boyles, Public Works
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Adopt the Treasure Island Connectivity Plan
BACKGROUND:	The City has developed a connectivity and safety assessments for areas throughout the City. Collectively, these plans are referred to in the City's Comprehensive Plan as the "Treasure Island Connectivity Plan. These assessments were broken into three separate focus areas: Gulf Blvd., downtown, and then all other areas. In August 2022, the Commission approved an agreement with Forward Pinellas to initiate a study to provide an improvement plan to address safety and connectivity for all modes of travel, including micromobility, on Gulf Boulevard. Being a FDOT roadway, potential improvements to Gulf Blvd. need to be closely coordinated with the State. The Treasure Island Gulf Boulevard Safety Study scope provided community engagement meetings, review of previous plans and reports, technical analysis, an accident history review, preparation of reports with specific recommendations, and a presentation to the City. Community workshops were held on March and April 2023 to review preliminary findings and to collect feedback, which was incorporated into the plan. The development of the plan was coordinated with the City of St. Pete Beach for consistency of concepts and with FDOT to ensure feasibility of implementation.
POLICY/PURPOSE:	The purpose of this item is to request Commission a doption of

the Treasure Island Connectivity Plan.

**STRATEGIC PLAN
RELEVANCE:**

The Infrastructure Road Map, Goal 1, Objective 3 is to *“Enhance City-wide connectivity to create an improved environment for bikes and pedestrians.”* Bold Action 1 under this objective is to *“Identify connectivity gaps and grant opportunities”*.

In the City's Comprehensive Plan, the Treasure Island Connectivity Plan is referenced in two elements, as shown below:

Multimodal Transportation Element

Objective 1.7: Treasure Island Connectivity Plan

The City shall support a comprehensive multimodal network that enables local options for transportation mobility and accessibility through the development of a connectivity plan in pursuit of funding opportunities for multimodal infrastructure improvements.

Policy 1.7.1: The City shall maintain a connectivity plan, with the goal to enhance safety and improve multimodal infrastructure and connectivity for residents and businesses.

Policy 1.7.2: The connectivity plan shall be updated at a minimum every ten years.

Policy 1.7.3: The City will evaluate emerging transportation technologies and the impacts these advancements will have on transportation, land use, and the environment.

Policy 1.7.4: The City may seek funding sources through partner agencies to provide funds to implement the projects identified in the connectivity plan.

Policy 1.7.5: For all roadway designs, including for reconstruction, the City shall consider options for motorized and nonmotorized modes of transit.

Parks, Recreation and Open Space Element

Policy 1.1.7: The City shall create a dedicated pedestrian and bicycle trail, as feasible, which shall be coordinated with the Pinellas County Bikeways Plan. The City shall strive to enhance multimodal transportation connectivity to parks and

open space facilities, consistent with the Multimodal Transportation Element of this comprehensive plan, and coordinate, as feasible, with Pinellas County's regional multimodal transportation plans.

ANALYSIS/DISCUSSION:

Since the August 2023 Commission Workshop, the consultant made the following requested edits to the draft plan, as follows:

- General Updates:
 - o Removed 'WORKING DRAFT' stamp on front cover of the document
 - o Updated the cover page/photos
 - o Updated City Logo on back cover
 - o Included Appendices PDF for final document
 - o Full draft was QC-ed for grammar and spelling. Updated spelling and grammar throughout document.
 - o Updated text throughout to be consistent when referencing 1st Street East and West Gulf Boulevard
- Page 4: Added Letter of Support from Whit Blanton, Executive Director of Forward Pinellas to Introduction
- Page 7: Added resort uses to the North Segment and Removed City Parks and Major Attractors from map
- Page 8: Added approximate typical right-of-way width to Typical Sections
- Page 10: Added approximate typical right-of-way width to Typical Sections and Added text to point out steep cross slopes on existing sidewalks and driveway openings
- Page 11: Updated text in the last sentence
- Page 12: Added approximate typical right-of-way width to Typical Sections
- Page 14: Removed City Parks and Major Attractors from map
- Page 15: Removed Planned Community trail from map and Revised "Community Trail" to "Beach Trail" in legend and in text
- Page 18: Updated text in the Level of Service section
- Page 22: Added "Planned Trail" segments to map. Treasure Island Causeway Trail and South Beaches Trail description added to the text and added descriptive text for the FDOT roadway resurfacing.

- Page 23: Updated text to clarify the crash data is from January 1, 2017 to December 32, 2021.
- Page 29: Updated the Community Engagement chapter to include a summary from the City Commission Workshop on 8/8/23.
- Page 36: Added “2017-2021” to title of Map
- Page 37: Added “2017-2021” to title of Map
- Section 4: Reorganized the subsections by corridor-wide recommendations and recommendations by segments
- Page 46: Revised “Community Trail” to “Beach Trail” and “Planned Community Trail” to “Planned Trail” in legend. Included text that describes the inclusion of planned projects in the corridor-wide and segment improvements. Added timing of recommendations table.
- Page 47: Added resiliency item to Corridor-wide Improvements List (CW.14) that addresses drainage. Added Corridor-wide Improvement # CW.11 “Consider updating land development standards to require adjacent property owners to provide remaining sidewalk width on private property if right-of-way is constrained” and reordered accordingly.
- Page 54 (Former Page 48): Revised “Community Trail” to “Beach Trail” and “Planned Community Trail” to “Planned Trail” in legend.
- Page 55 (Former Page 49): Added text referencing the 1st Street Concept Plan in Appendix F under S2.0.
- Pages, 57, 65, and 72 (Former Pages: 68, 72, 76): Updated text under the Additional Considerations to consider cost effective options for bike lane buffers.
- Page 58 (Former Page 69): Preferred South Segment Concept 2 was updated to show raised curb instead of flush curb.
- Pages 59-60, 67-68, 74-75 (Former Pages: 70-71, 74-75, 78-79): Added 3D renderings to the final documents.
- Page 62 (Former Page 52): Revised “Community Trail” to “Beach Trail” and “Planned Community Trail” to “Planned Trail” in legend.
- Page 70 (Former Page 56): Revised “Community Trail” to

“Beach Trail” and “Planned Community Trail” to “Planned Trail” in legend.

- Page 78 (Former Page 82): Added picture of Gulf Boulevard.

- Pages 79-81 (Former Pages 83-86): Updated planning level costs disclaimer text to include date the costs were developed. Updated disclaimer text to indicate the costs do not include potential impacts to private landscaping. Updated Planning Level Costs table to include number of RRFB installations. Moved original Concept Alternative 1 (Road Diet) to the appendix as it is no longer the desired alternative. Updated page number references.

- Page 79 (Former Page 84): Updated concept to include raised curb. Updated Design Considerations text based on raised curb concept and alternative bike facility protection to Zicla Zippers.

The Gulf Blvd. portion of the plan is now finalized. Final versions of the other plans will come before the Commission in the coming months. The adopted Gulf Blvd. plan will be provided to the Florida Department of Transportation to show the City's support for improved safety conditions along the Treasure Island corridor. It will also be available as a reference for staff as FDOT communicates that future projects are pending on Gulf Blvd. and to provide demonstrated collectively-agreed upon strategies for grant funding.

FUNDING:

No funding is requested at this time. Previously authorized fees for the Gulf Blvd. Safety project were not exceed \$58,805 from Municipal Services Account No. 001-5410-63403 for connectivity projects.

MOTION:

I move to approve and adopt of the Treasure Island Connectivity Plan.

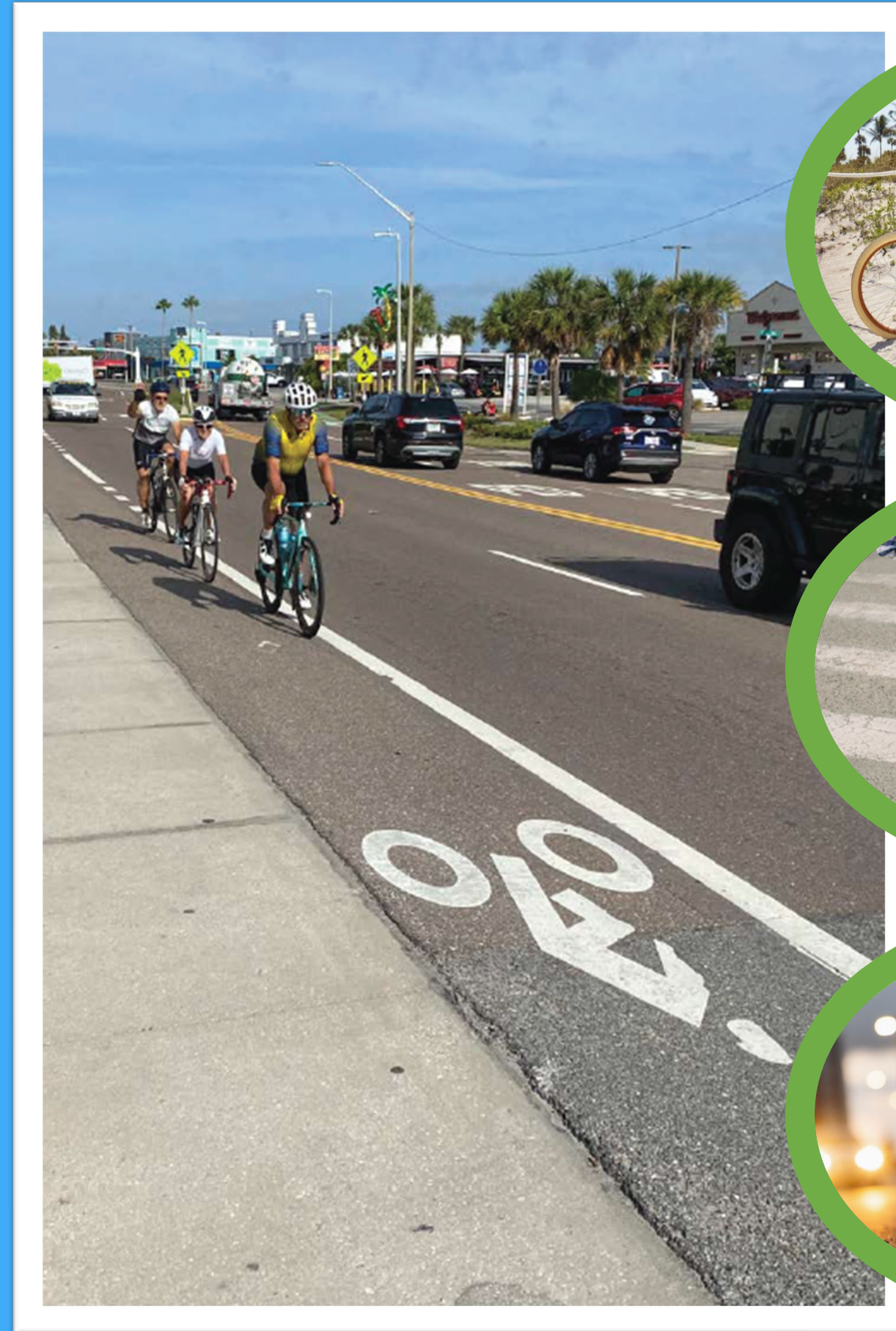
ATTACHMENTS:

[Att A - Gulf Blvd Improvements Presentation.pdf](#)

[Att B - TI Connectivity Plan.pdf](#)

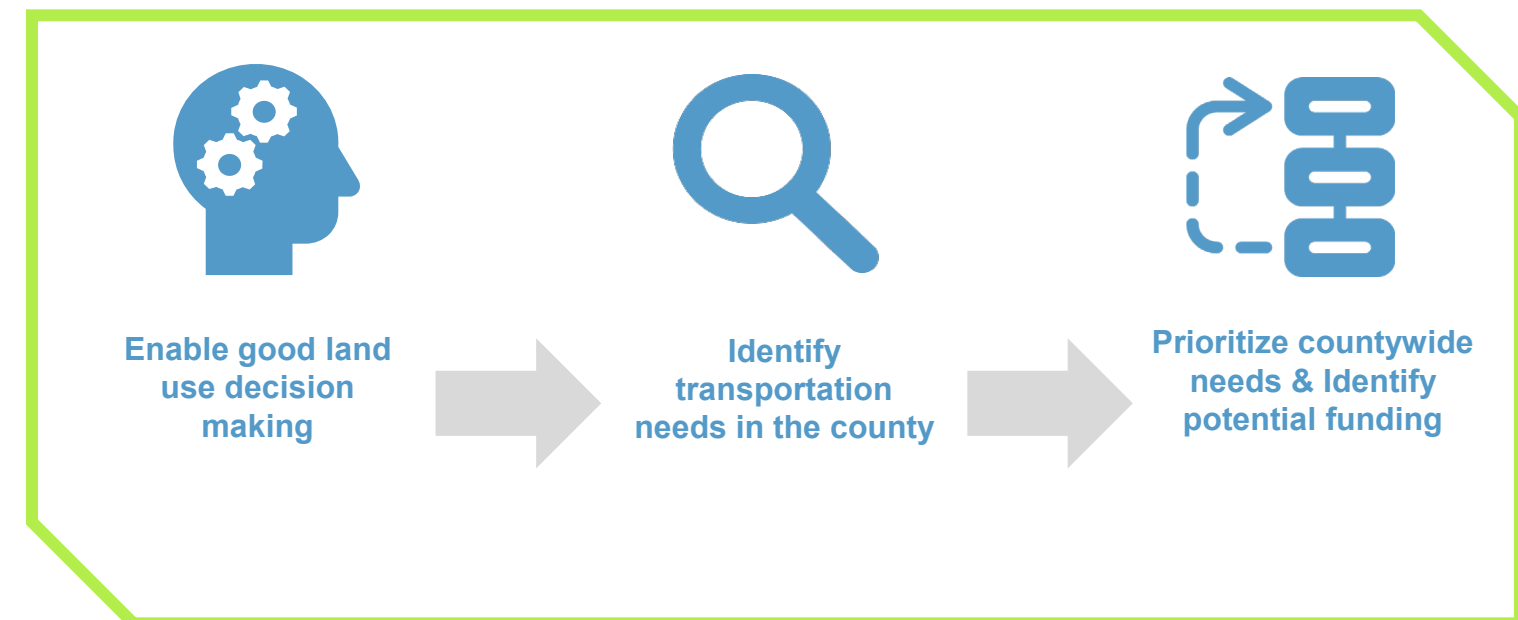
Treasure Island Gulf Boulevard Safety Study

City Commission Meeting
June 18, 2024



Forward Pinellas

- Formed by the merger of two Pinellas County agencies
 - Metropolitan Planning Organization (MPO) - Addresses transportation/mobility needs across the county
 - Pinellas Planning Council (PPC) - Coordinates land use decision making across the county
- Our role
 - Forum for countywide decision making on transportation and land use issues
 - Provide technical assistance to 24 local governments and unincorporated Pinellas County



Forward Pinellas Governing Board

- Voting members of the Forward Pinellas Board are elected officials who represent:
 - Pinellas County Board of County Commissioners
 - 24 Pinellas municipalities
 - Pinellas Suncoast Transit Authority (PSTA)



- To help the Forward Pinellas Board make informed decisions, advisory committees review plans and provide input prior to any board action. Committees include:
 - Planners Advisory Committee (PAC)
 - Citizens Advisory Committee (CAC)
 - Technical Coordinating Committee (TCC)
 - Bicycle Pedestrian Advisory Committee (BPAC)
 - Local Coordinating Board (LCB)

Board meetings are held the second Wednesday of each month.

Live stream:

www.youtube.com/pinellascountymeeting

Project Background

- Safety needs identified by the City due to increase in recent crashes
- Study to focus on multimodal improvements to improve safety along Gulf Blvd
- Study includes:
 - Existing Conditions Analysis
 - Safety Analysis
 - Corridor Conceptual Alternatives

PINELLAS COUNTY

Driver sought after pedestrian killed in hit-and- run in Treasure Island

Source: News Channel 8, Dec 6, 2022. Author: Athina Morris,
Brittany Muller, Katlyn Brieskorn

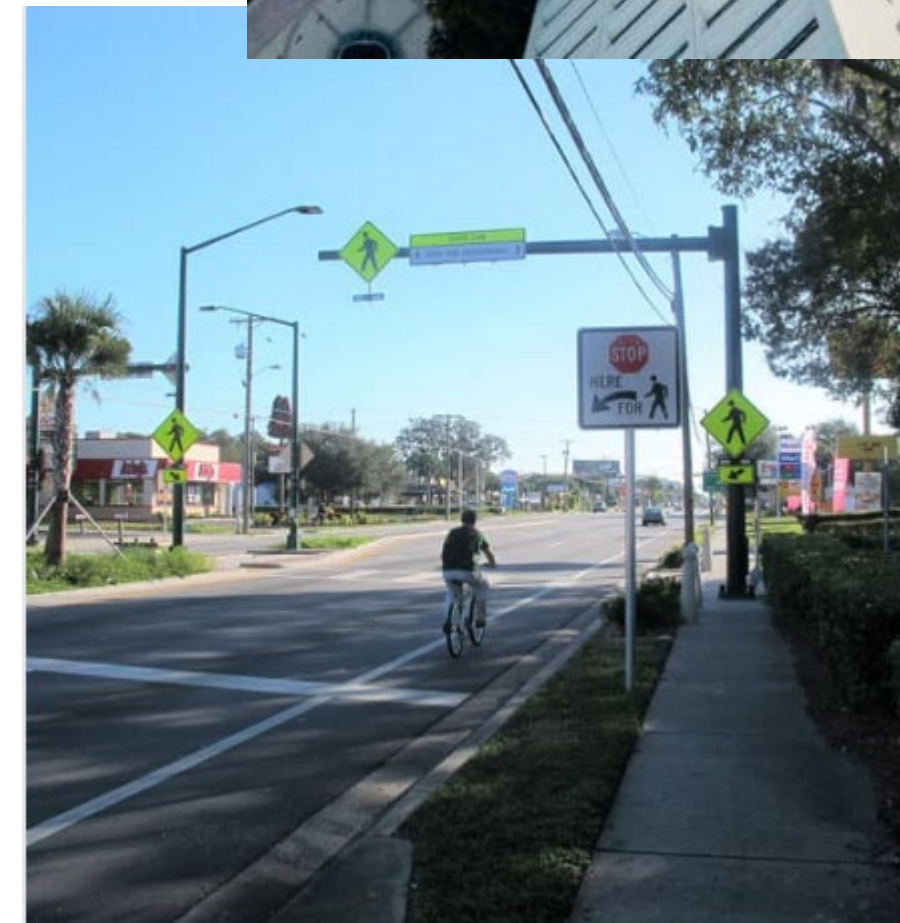
Multijurisdictional and Interagency Partnership

- Study provides opportunity to **cohesively address safety** along one corridor in **multiple jurisdictions**
- Close coordination with FDOT and Forward Pinellas ensures project recommendations qualify for **project prioritization and funding**



Why a Safety Plan?

- 456 crashes took place between 2017-2021, indicating a need for safety improvements
- Treasure Island adopted the Safe Streets Pinellas Resolution to create a community that is safe for all users
- Observed conditions note improvements that can be made to reduce crash rates
- General Field Observations:
 - Heavy pedestrian traffic throughout the corridor
 - Many people crossing Gulf Blvd, often at unmarked crossings
 - Bicyclists observed using on street facilities when possible
 - Midblock crossings appear to be in good condition with high compliance when the beacons are activated



The Study Process

Crash data and analysis determines segment to study

Corridor segment is further broken down into sub areas based on character and context

Existing conditions, right-of-way analysis public input used to develop concepts and recommendations for improvements

Hands-on community involvement to determine desired alternatives and improvements

Recommendations for improvements are classified as short or mid-term solutions to allow for phased implementation

Local government coordination with developers to advance recommendations through development agreements

Coordination with FDOT and Forward Pinellas on incorporation recommendations into project priorities list

Corridor Segments



North Segment: John's Pass to 112th Avenue

Context:

- Beach Access
- Short-term vacation rentals
- Residential uses, some commercial uses



Central Segment: 112th Avenue to 104th Avenue

Context:

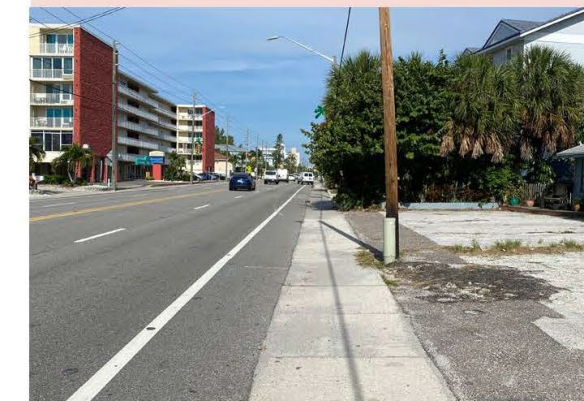
- Beach Access
- Treasure Island Downtown Resort uses, commercial uses



South Segment: 104th Avenue to City Limits

Context:

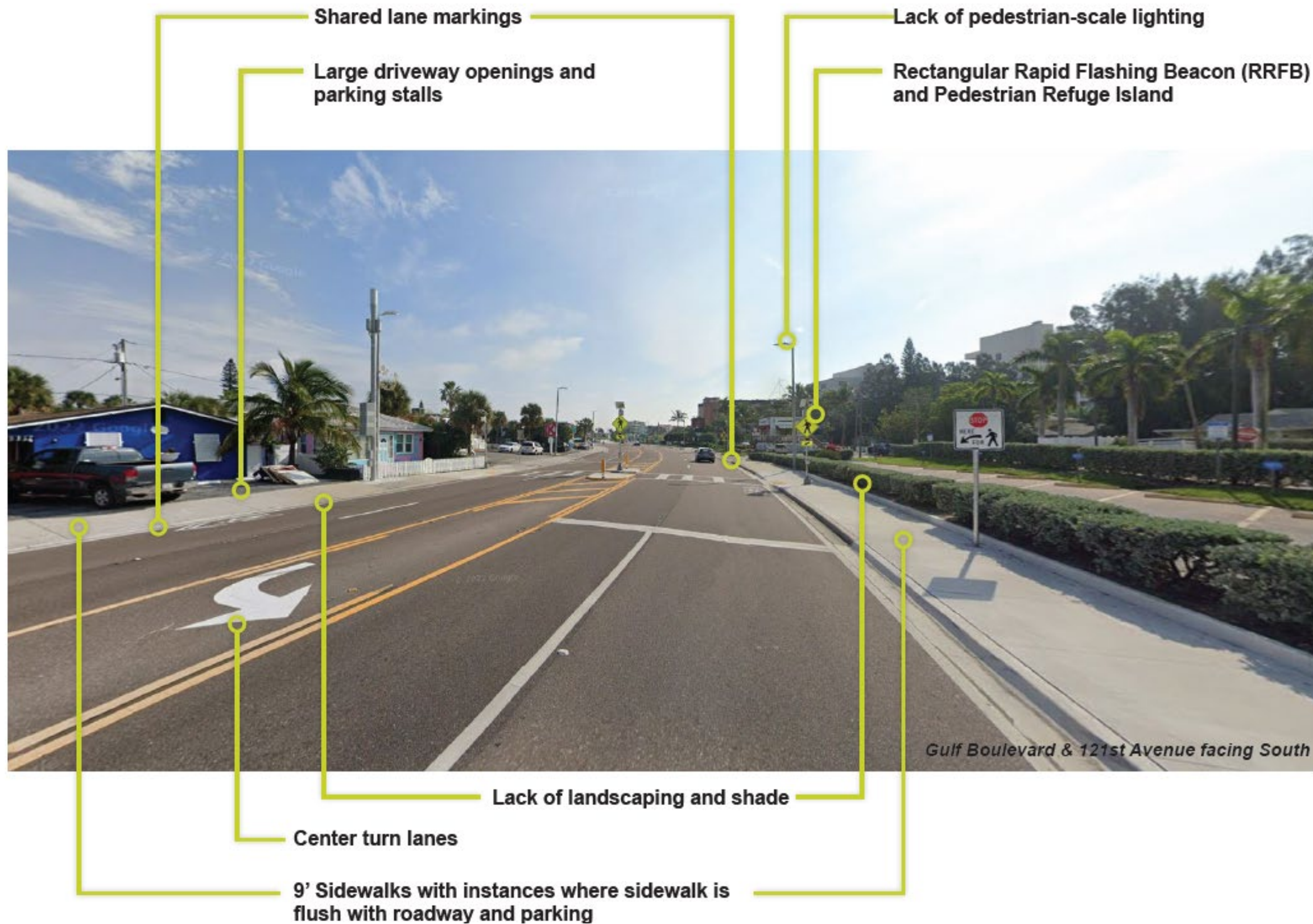
- Resort uses, residential uses, multi-family uses, and commercial uses
- Beach Access



Legend

- ✱ Major Attractors
- City Parks
- Gulf Blvd - Treasure Island Segment
- North
- Central
- South
- Beach Access

Existing Conditions – North Segment



Existing Conditions – Central Segment

Central Segment Existing Conditions

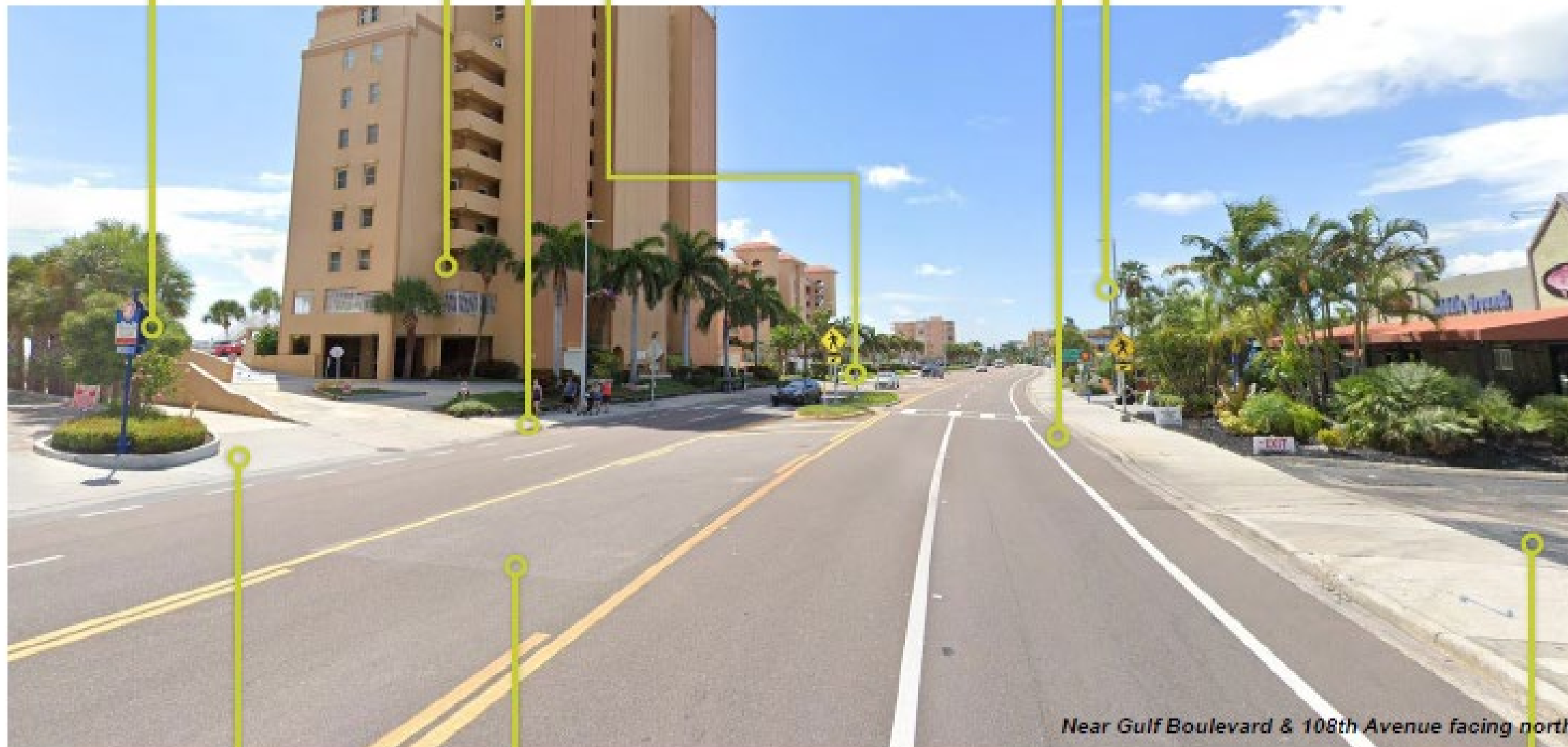
Resort and short-term rental uses

Beach Access

Unprotected 4' bike lane

Rectangular Rapid Flashing Beacon (RRFB) and Pedestrian Refuge Island

Lack of pedestrian-scale lighting

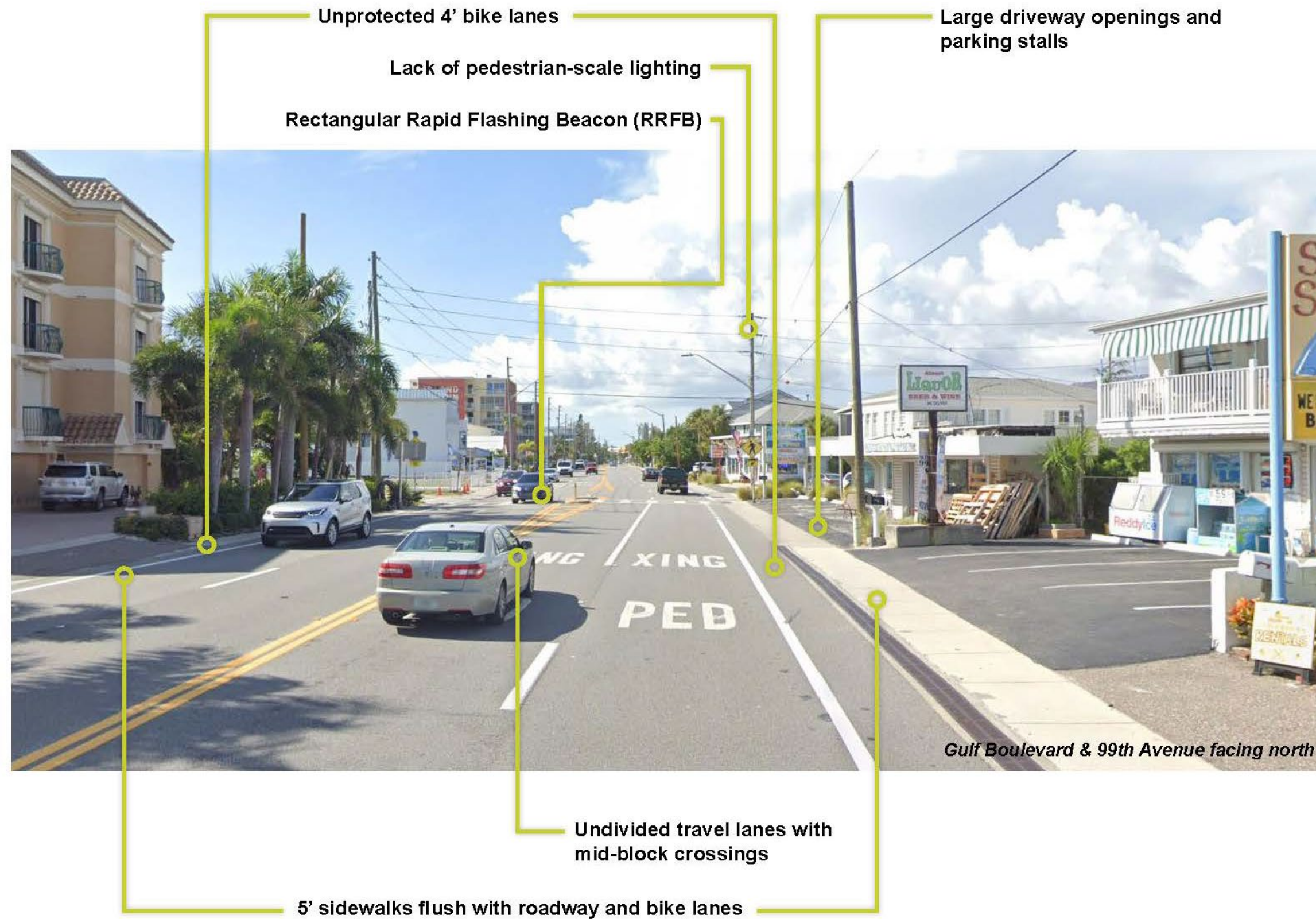


Near Gulf Boulevard & 108th Avenue facing north

Center turn lanes

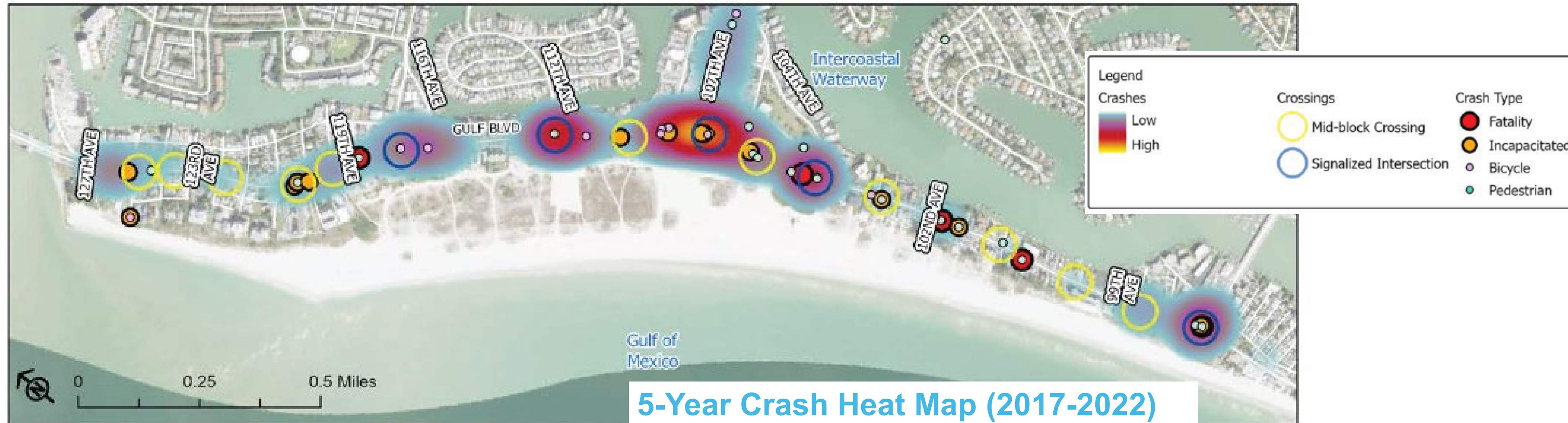
Large driveway openings and parking stalls

Existing Conditions – South Segment



Crash Locations

- The intersection of 107th Ave and Gulf Blvd is the location with the highest number of crashes
- Other crash hot spots include:
 - 117th/116th Avenues, 112th Avenue, 108th Avenue,
 - the midblock crossings near 105th Avenue, and Gulf Boulevard/Blind Pass Road and W Gulf Boulevard

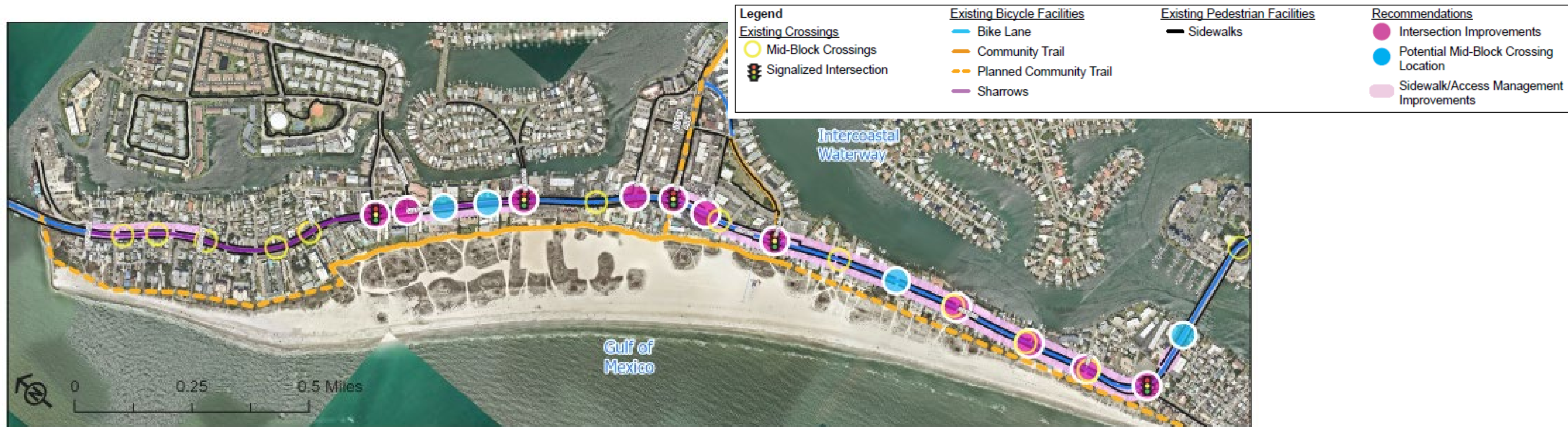


Community Engagement

- Outreach conducted throughout the duration of the study
 - Two community workshops and stakeholder meetings
 - Initial recommendations were divided by segments of Gulf Boulevard in the City
 - Participants were able to vote on their preferred concept for each segment
- General feedback received:
 - RRFBs in Treasure Island are perceived to be more effective at stopping traffic and getting pedestrians to cross roads safely
 - Drainage issues and need for more crosswalks
 - Approval of protected bike lanes and distribution of educational materials at hotels/rentals to improve crossing safety



Corridor-Wide Recommendations



- The corridor-wide recommendations to enhance the safety of the overall mobility network along Gulf Boulevard in short/mid-term
- Include additional mid-block crossings, intersection improvements, sidewalk improvements, and access management improvements

Concept Alternative Elements

- The concept alternatives incorporate key elements that not only improve safety, but also improve walkability and the vibrancy of the Gulf Boulevard corridor. These elements include:
 - Street Trees
 - Protected Bicycle Lanes
 - Protect Bicycle Intersections
 - Mid-Block Crossings
 - In-Roadway Warning Lights or “Flashing Crosswalks”
 - Narrow Travel Lanes
 - Lane Reconfiguration
 - Access Management
 - Other Considerations (Outside the right-of-way)



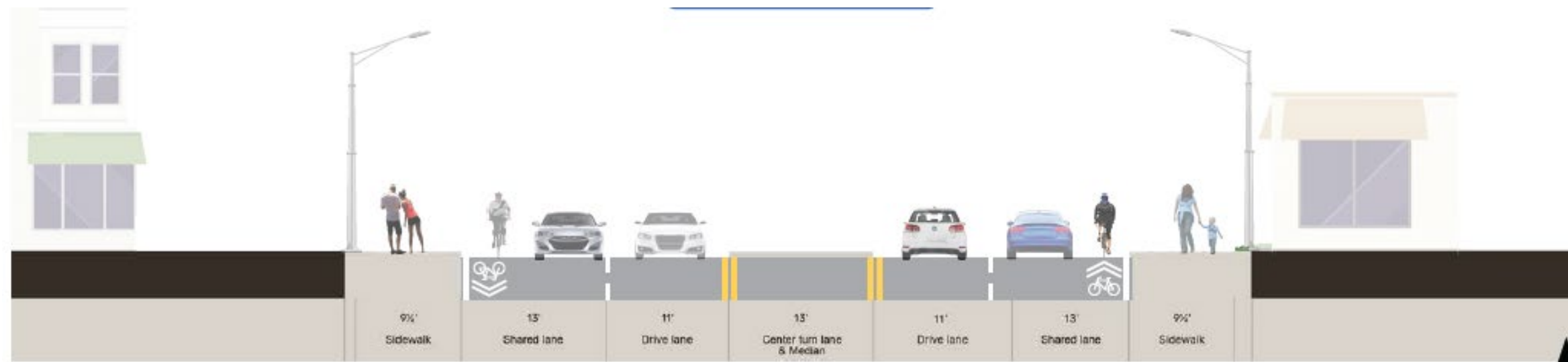
Right-Of-Way Widths



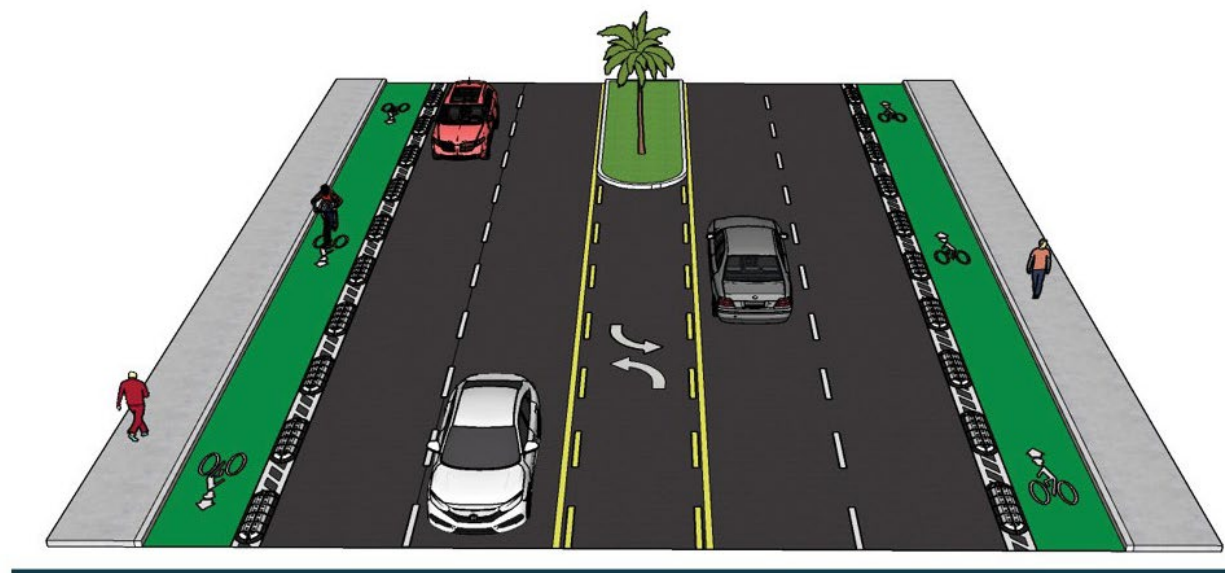
Preferred North Segment Alternative

112 Avenue to Johns Pass

Existing:



Proposed concept:

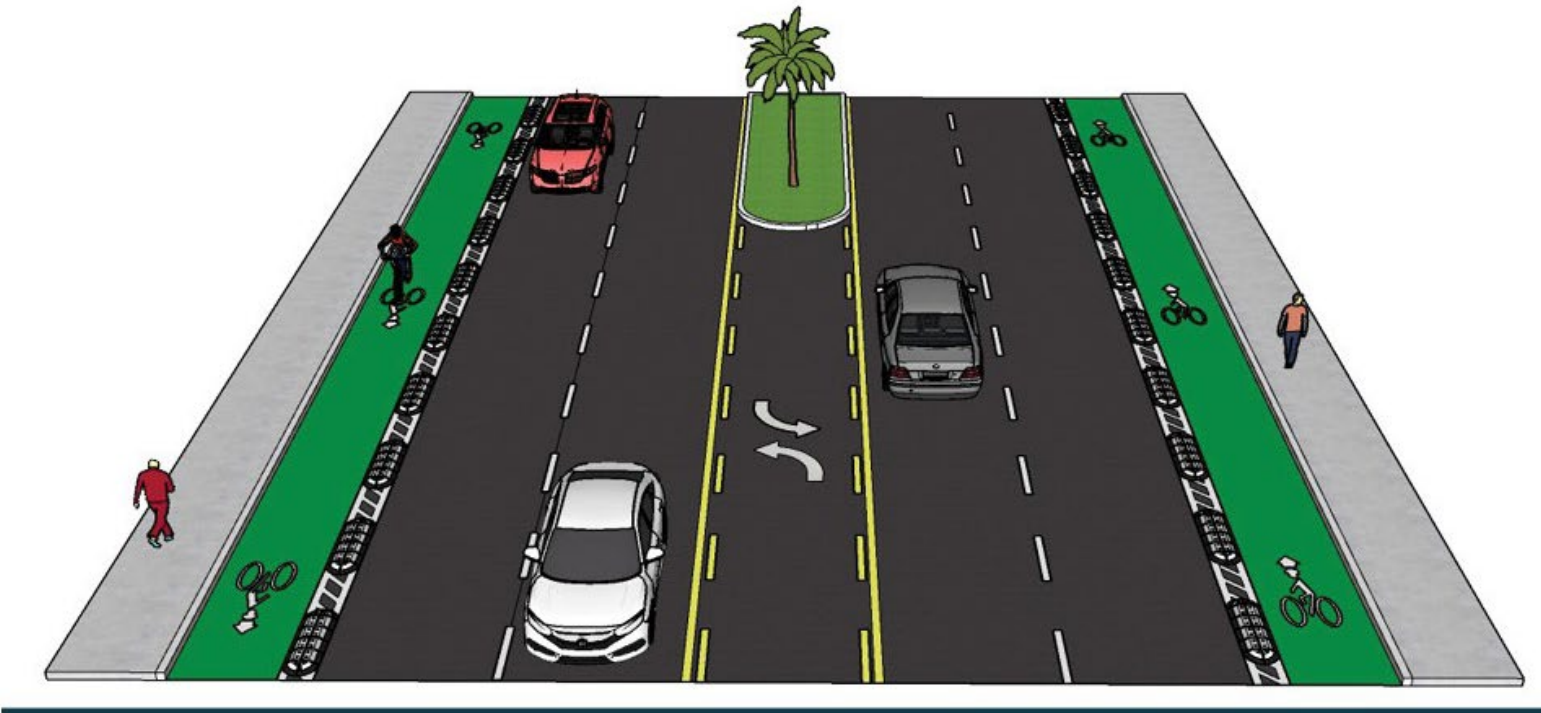


Components:

- 4 Travel lanes
- 11' Center turn lane
- Intermittent landscaped median
- 6' Buffered bike lane
- 6' Sidewalks

Preferred North Segment Alternative

112 Avenue to Johns Pass



Components:

- 4 Travel lanes
- 11' Center turn lane
- Intermittent landscaped median
- 6' Buffered bike lane
- 6' Sidewalks

PLANNING LEVEL COSTS*	
Improvement	Estimated Cost
Reconfigure and Restripe Roadway (includes demolition and bike lane)	\$1,689,000
Mid-block Crossings (new RRFB installation)	\$421,000
Zicla Zippers (for protected bike lane)	\$1,141,000
New Sidewalk (demolition and construction)	\$1,205,000
Medians and Landscaping (demolition and construction)	\$238,000
Subtotal	\$4,694,000
Design (15%) and Contingency (20%)	\$1,397,000
TOTAL	\$6,091,000

Disclaimer: Cost estimates conducted in 2022, subject to change

Preferred North Segment Alternative

Facing South



Note: These renderings are conceptual. Further design and analysis will need to be conducted for implementation.

Preferred North Segment Alternative

North of 112th Avenue

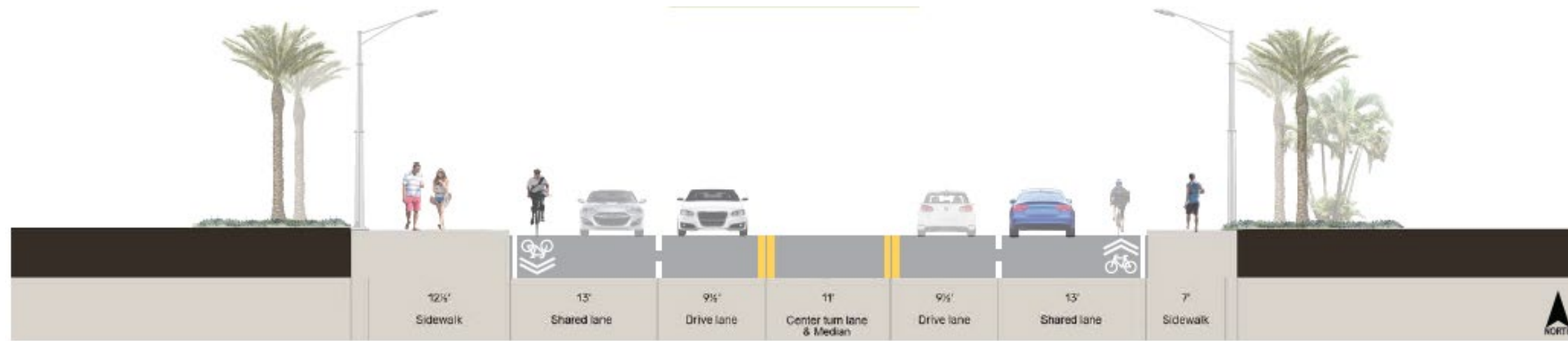


Note: These renderings are conceptual. Further design and analysis will need to be conducted for implementation.

Preferred Central Segment Alternative

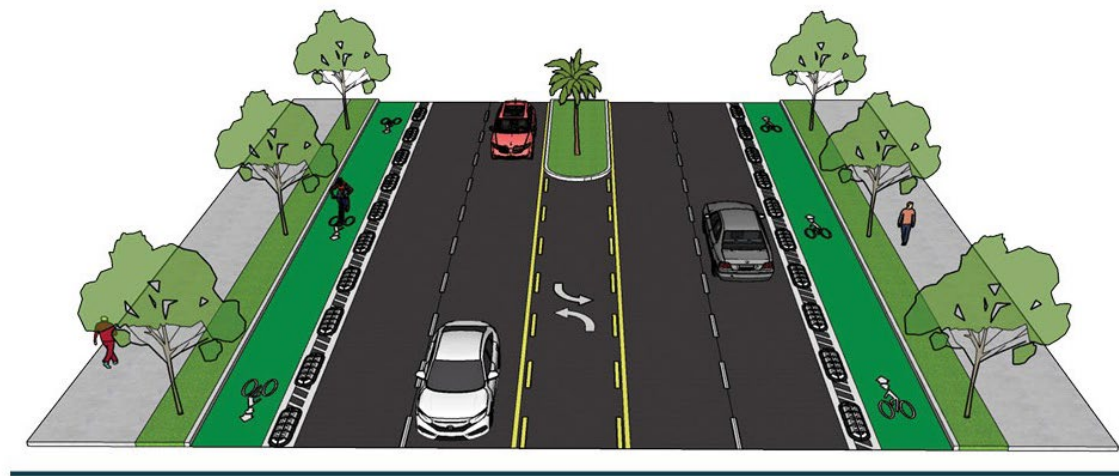
104th Avenue to 112 Avenue

Existing:



Note: Dimensions are approximate measurements.

Proposed concept:

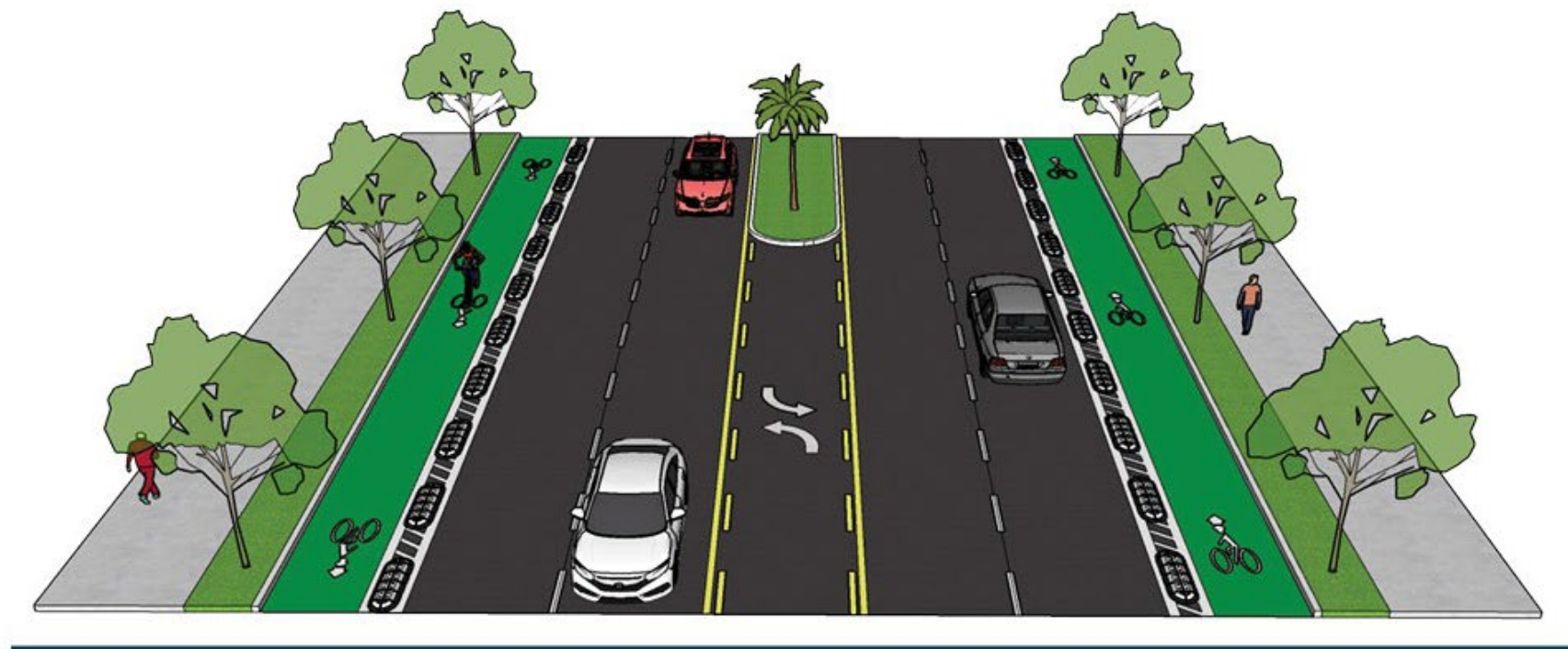


Components:

- 4 travel lanes
- Restripe roadway
- 11' Center turn lane
- Intermittent landscaped median
- 6' Buffered bike lane
- 5' Landscape buffer
- 10' Sidewalks

Preferred Central Segment Alternative

104th Avenue to 112 Avenue



CENTRAL SEGMENT

Elements

- 4 travel lanes
- Restripe roadway
- 11' Center turn lane
- Intermittent landscaped medians
- 6' Buffered bike lane
- 5' Landscape buffer
- 10' Sidewalks

PLANNING LEVEL COSTS*	
Improvement	Estimated Cost
Reconfigure and Restripe Roadway (includes demolition and bike lane)	\$1,101,000
Mid-block Crossings (new RRFB installation)	\$120,000
Zicla Zippers (for protected bike lane)	\$744,000
New Sidewalk (demolition and construction)	\$1,017,000
Medians and Landscaping (demolition and construction)	\$463,000
Subtotal	\$3,445,000
Design (15%) and Contingency (20%)	\$1,046,000
TOTAL	\$4,491,000

Disclaimer: Cost estimates conducted in 2022, subject to change

Preferred Central Segment Alternative

Facing North



Note: These renderings are conceptual. Further design and analysis will need to be conducted for implementation.

Preferred Central Segment Alternative

North of 108th Avenue

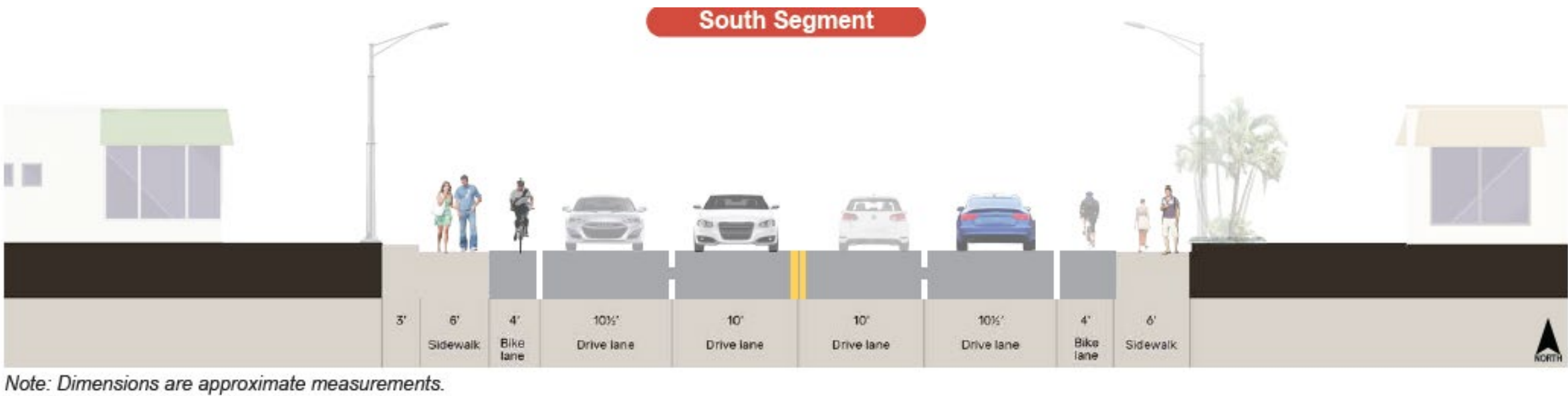


Note: These renderings are conceptual. Further design and analysis will need to be conducted for implementation.

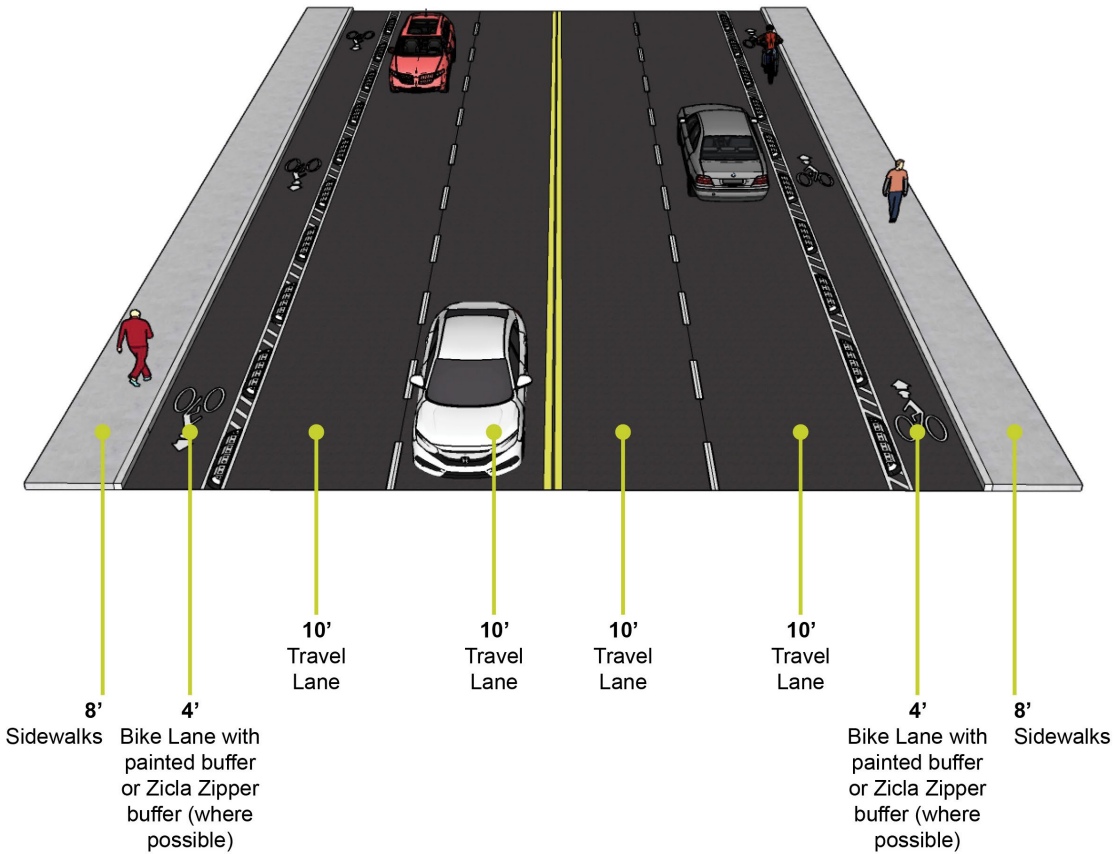
Preferred South Segment Alternative 1

1st Street EW Gulf Boulevard to 104th Avenue

Existing:

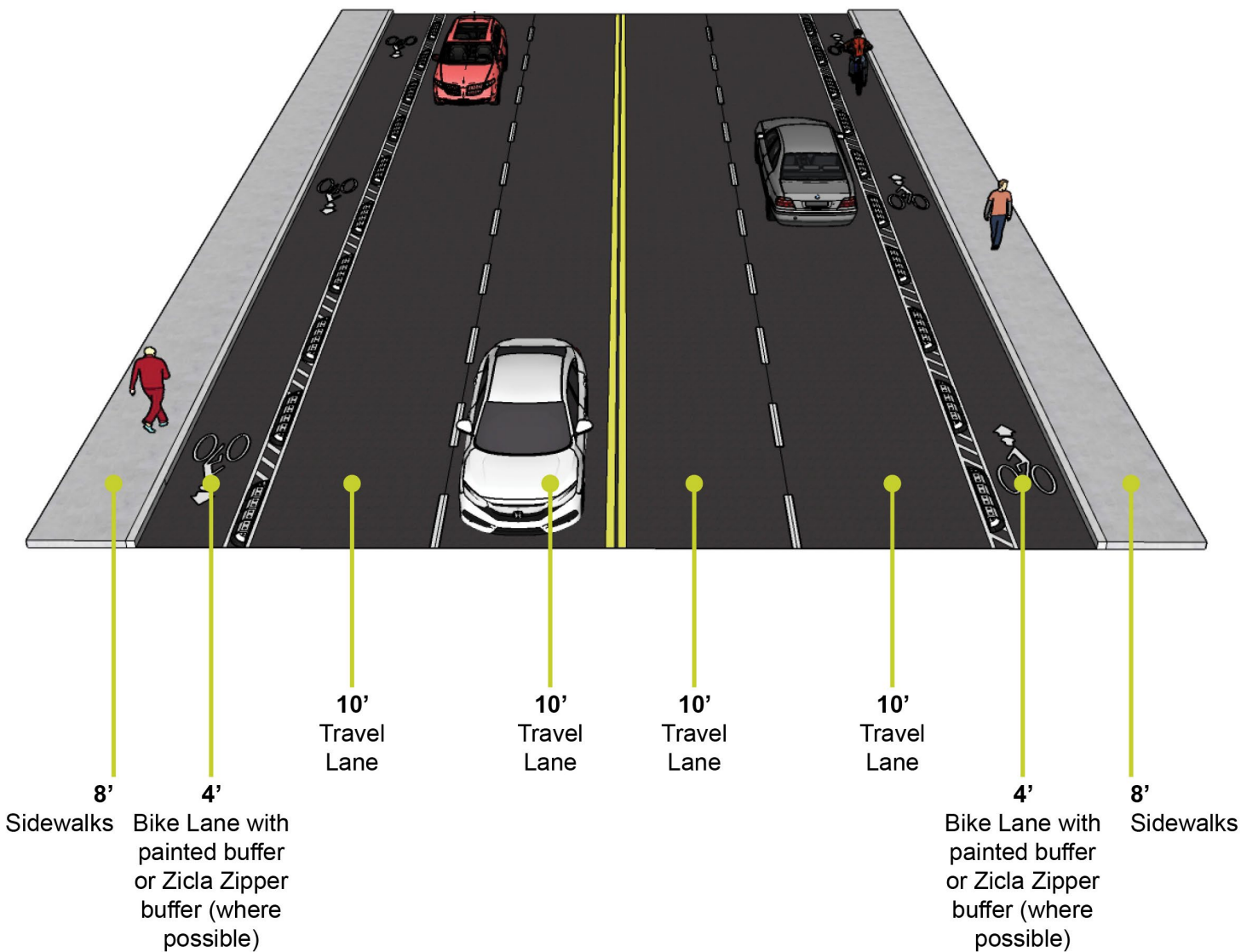


Proposed concept:



Preferred South Segment Alternative

1st Street E/W Gulf Boulevard to 104th Avenue



SOUTH SEGMENT: ALTERNATIVE 2 (MINIMAL IMPROVEMENTS)

- Elements**
- 4 travel lanes
 - 4' Buffered bike lanes
 - 6' Sidewalks

PLANNING LEVEL COSTS*	
Improvement	Estimated Cost
Reconfigure and Restripe Roadway (includes demolition and bike lane)	\$1,473,000
Mid-block Crossings (new RRFB installation)	\$361,000
Zicla Zippers (for protected bike lane)	\$1,364,000
New Sidewalk (demolition and construction)	\$1,0457,000 - \$1,487,000
Medians and Landscaping (demolition and construction)	\$13,000
Subtotal	\$4,258,000 - \$4,698,000
Design (15%) and Contingency (20%)	\$1,306,000 - \$1,460,000
TOTAL	\$5,564,000 - \$6,158,000

Disclaimer: Cost estimates conducted in 2022, subject to change

Preferred South Segment Alternative

Facing North



Note: These renderings are conceptual. Further design and analysis will need to be conducted for implementation.

Preferred South Segment Alternative

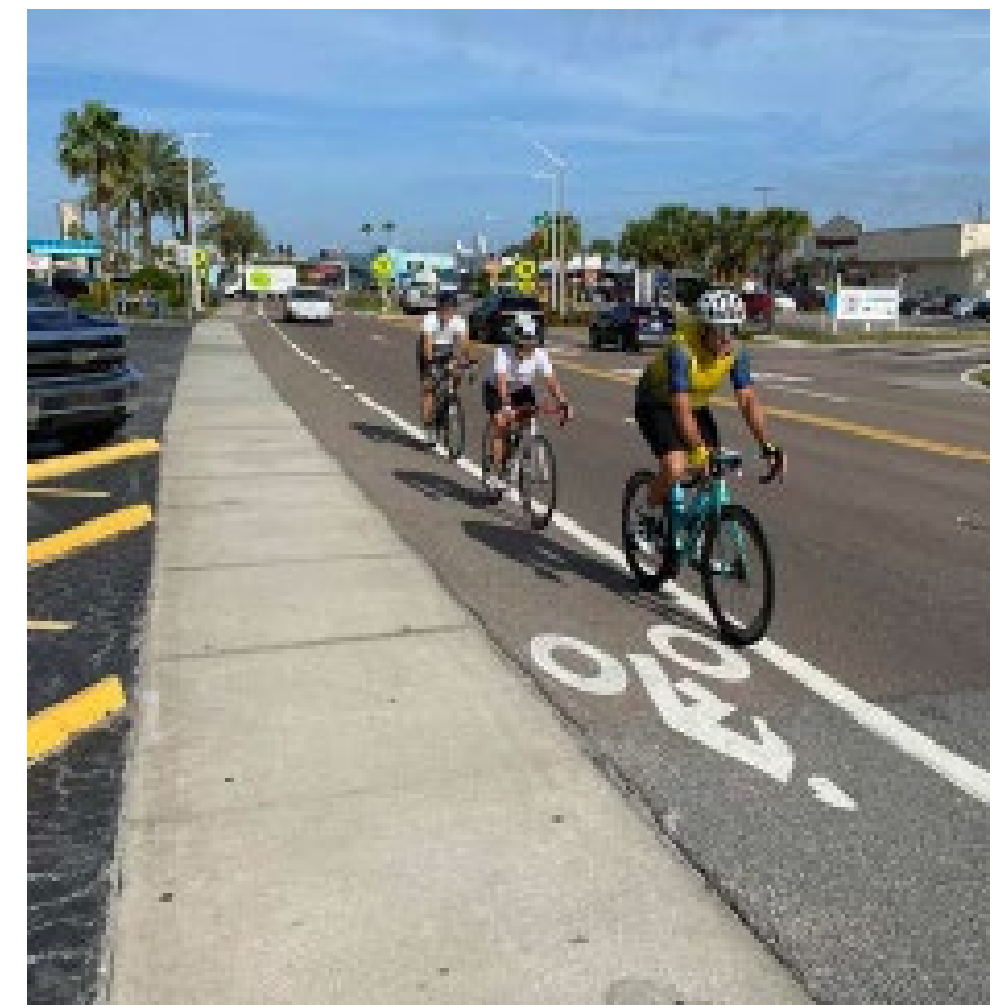
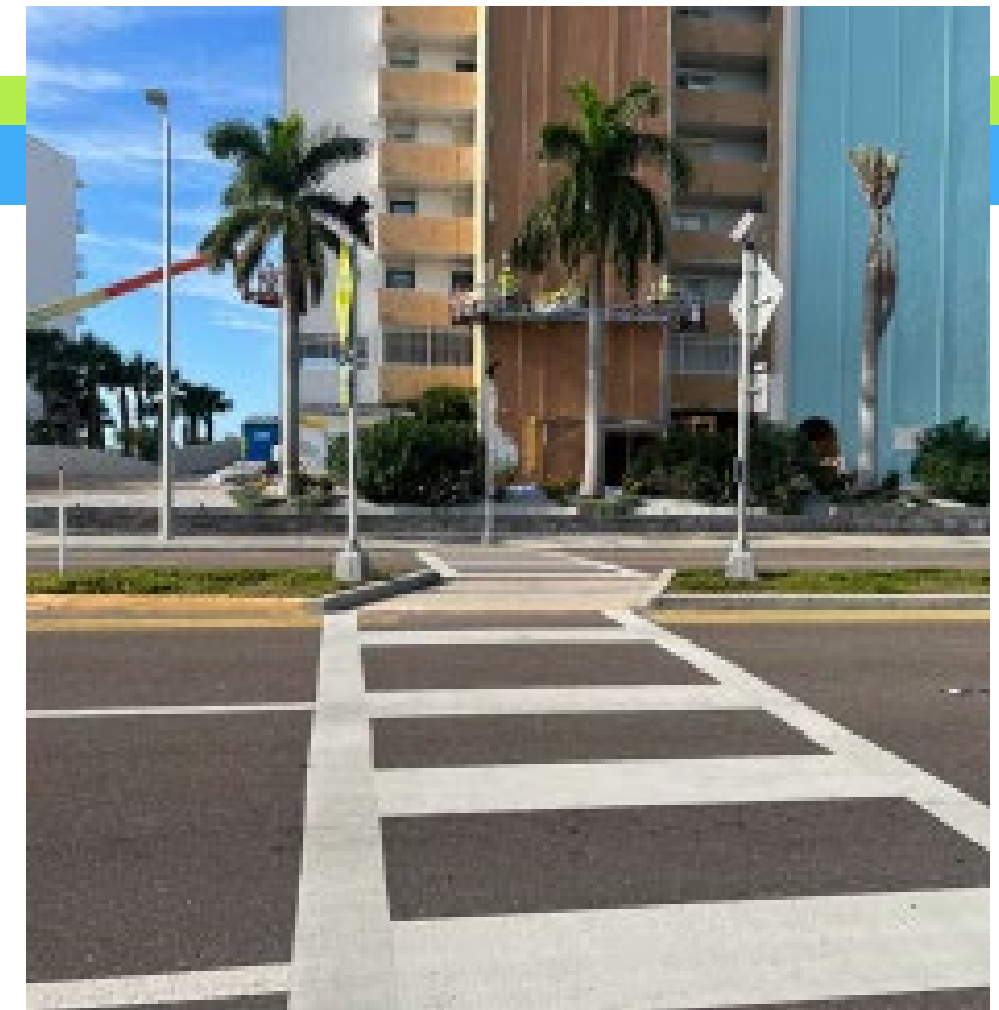
Facing North

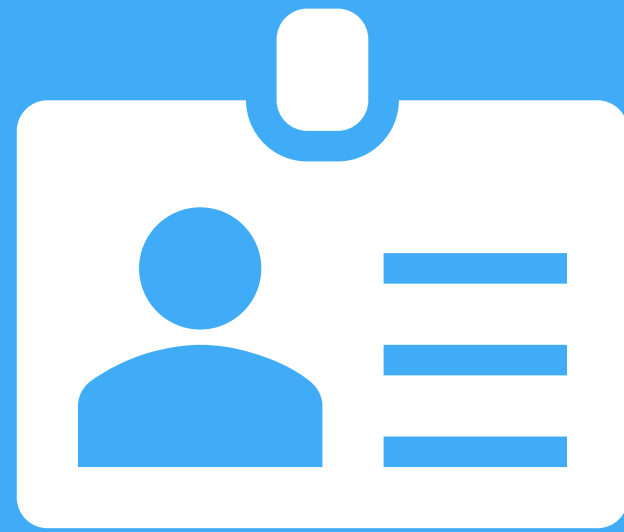


Note: These renderings are conceptual. Further design and analysis will need to be conducted for implementation.

Next Steps

- **Requesting City Commission adoption of plan today**
- Identified priorities based on crash data and community input:
 - 107th Ave
 - 108th Ave
- Coordinate with Forward Pinellas to submit application for project prioritization for funding in FY 2028/29 (new fifth year)
- Coordinate with FDOT's push button contracts to advance smaller scale, lower cost improvements and recommendations
- Consider and seek grant opportunities for advancing recommendations





Contact Us

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Public Works Director & Sustainability Coordinator, City of Treasure Island

Email: stacy.boyles@mytreasureisland.org

Nousheen Rahman, AICP

Principal Planner, Forward Pinellas

Email: nrahman@forwardpinellas.org





TREASURE ISLAND

FLORIDA

TREASURE ISLAND CONNECTIVITY PLAN

ADOPTED JUNE 18, 2024

CONTENTS

1. Summary

2. Connectivity/Safety Studies

- A. Treasure Island Gulf Blvd. Safety Study
- B. Treasure Island City-Wide Connectivity Plan
- C. Treasure Island Downtown Mobility Plan

SUMMARY

The community identified connectivity as a priority in the 2021 Treasure Island Strategic Plan. Similar initiatives were also prioritized in the Treasure Island Comprehensive Plan within the Multimodal Transportation and Parks, Recreation, and Open Space Elements. To effectively achieve a City-wide approach, three focus areas were identified:

- A. Gulf Boulevard: a plan for State Road 699 was developed separately as the facility is owned and operated by the Florida Department of Transportation.
- B. City-wide: this section of the plan looks at potential improvements throughout the City in areas that are not covered under the other two sections of the plan.
- C. Downtown: this portion of the plan encompasses the areas between the west Treasure Island Causeway bridge and Gulf Boulevard from 108th and 104th Avenues.

Community engagement was performed during the development of each section of the plan. The plans were also presented in draft form at City Commission workshops to collect additional feedback from the City and the public. To support the importance of these projects, especially when it comes to enhancing safety, the City's Capital Improvement Projects, or CIP, has incorporated a line item to fund future connectivity projects once the plan is adopted and the final projects have been prioritized.

SECTION A

TREASURE ISLAND GULF BOULEVARD SAFETY STUDY



TREASURE ISLAND GULF BOULEVARD SAFETY STUDY

FINAL DRAFT: MAY 2024



TABLE OF CONTENTS

- 1 Existing Conditions**
- 2 Community Engagement**
- 3 Safety Analysis**
- 4 Recommendations and Concept Alternatives**
- 5 Implementation and Next Steps**

INTRODUCTION AND PURPOSE OF THE STUDY

The primary goal of the ***Treasure Island Gulf Boulevard Safety Study*** is to assess the safety of, and develop conceptual alternatives, for the Gulf Boulevard corridor. The study examines safety improvements and develops conceptual alternatives for the portion of the Gulf Boulevard corridor that is located between the Gulf Boulevard/Blind Pass bridge and John's Pass in the City of Treasure Island. Gulf Boulevard is a major corridor within the City and serves multiple modes of travel, providing major connections for area residents and visitors. The intent of this study is to develop preliminary concept plans (i.e., not full-scale design) to envision potential improvements for implementation to help improve safety and connectivity for all modes of travel, including micromobility, on Gulf Boulevard.



SECTION 1: **EXISTING CONDITIONS**

EXISTING CONDITIONS

Corridor Snapshot

The Existing Conditions section examines corridor-wide conditions and breaks the corridor into three segments to further examine existing circumstances. The segments were established based on roadway characteristics and adjacent land uses.

The following existing conditions maps are included in this section:

- Corridor Segments and Major Attractions
- Existing Bicycle and Pedestrian Infrastructure
- Existing Transit Facilities
- Context Classification
- Approximate Right-of-Way Widths
- Approximate Curb-to-Curb Widths
- Planned Improvements
- Five-Year Crash Heat Map
- Five-Year Crash Map by Crash Type

2.3mi
Study corridor length

35mph
Speed Limit

18k-22k
Daily number of trips

5
Signalized intersections in the study area

11
Mid-block crossings in the study area

256
Crashes in a 5-year period

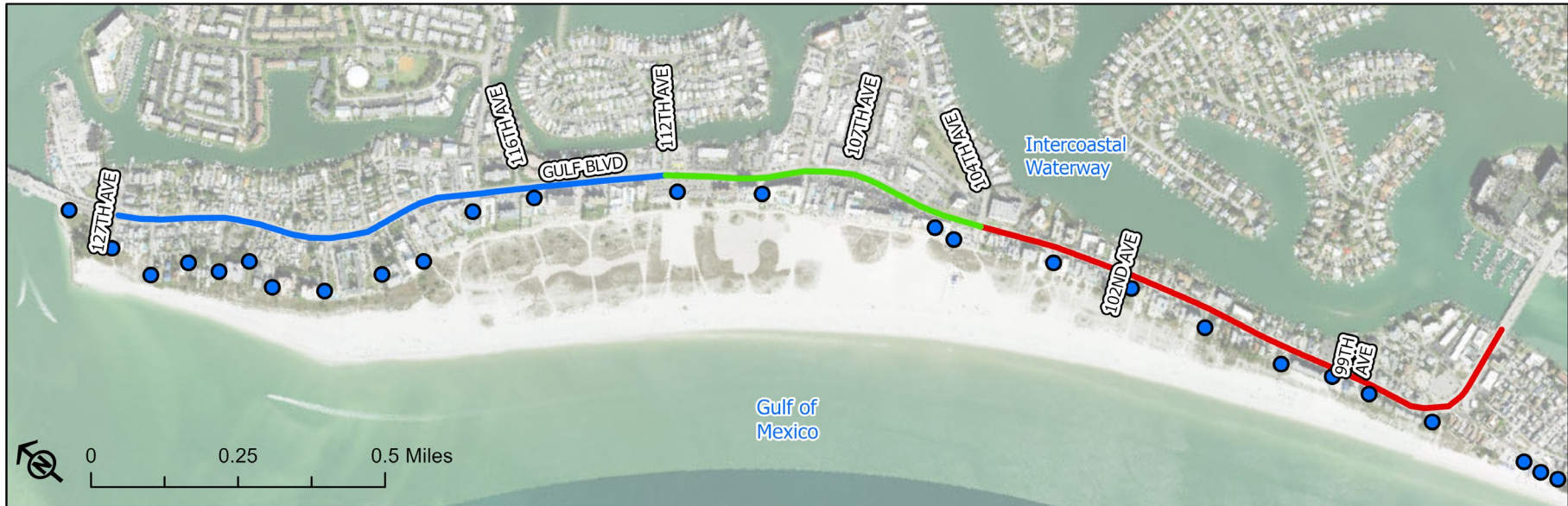
5
Fatalities in a 5-year period

45
Injury crashes in a 5-year period

7
Bike crashes in a 5-year period

13
Pedestrian crashes in a 5-year period

Corridor Segments



Legend

Gulf Blvd - Treasure Island
Segment

— North

— Central

— South

● Beach Access

North Segment: John's Pass to 112th Avenue

Context:

- Beach Access
- Resort use, short-term vacation rentals
- Residential uses, some commercial uses



Central Segment: 112th Avenue to 104th Avenue

Context:

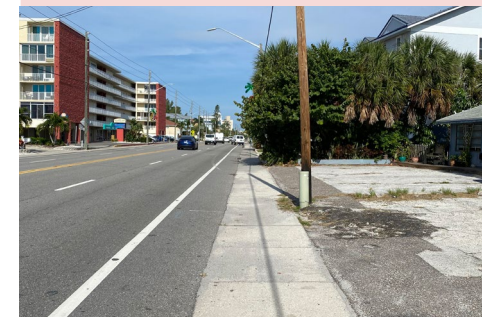
- Beach Access
- Treasure Island Downtown, Resort uses, commercial uses



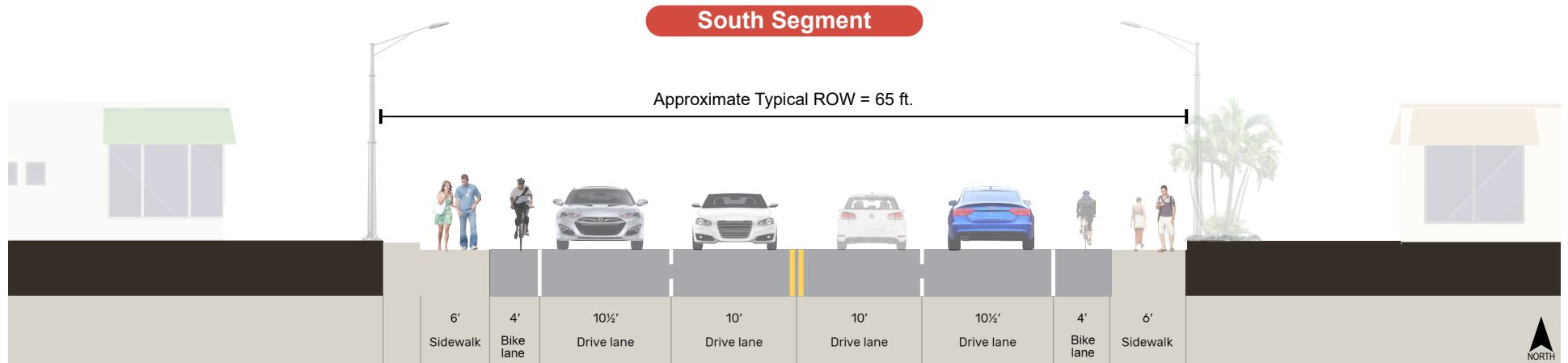
South Segment: 104th Avenue to City Limits

Context:

- Resort uses, residential uses, multi-family uses, and commercial uses
- Beach Access



South Segment Typical Section



South Segment Existing Conditions



The South Segment has frequent and large driveway openings as well as truck loading/unloading, which blocks the sidewalk, bike lane, and portions of the roadway creating safety issues for all travel modes.

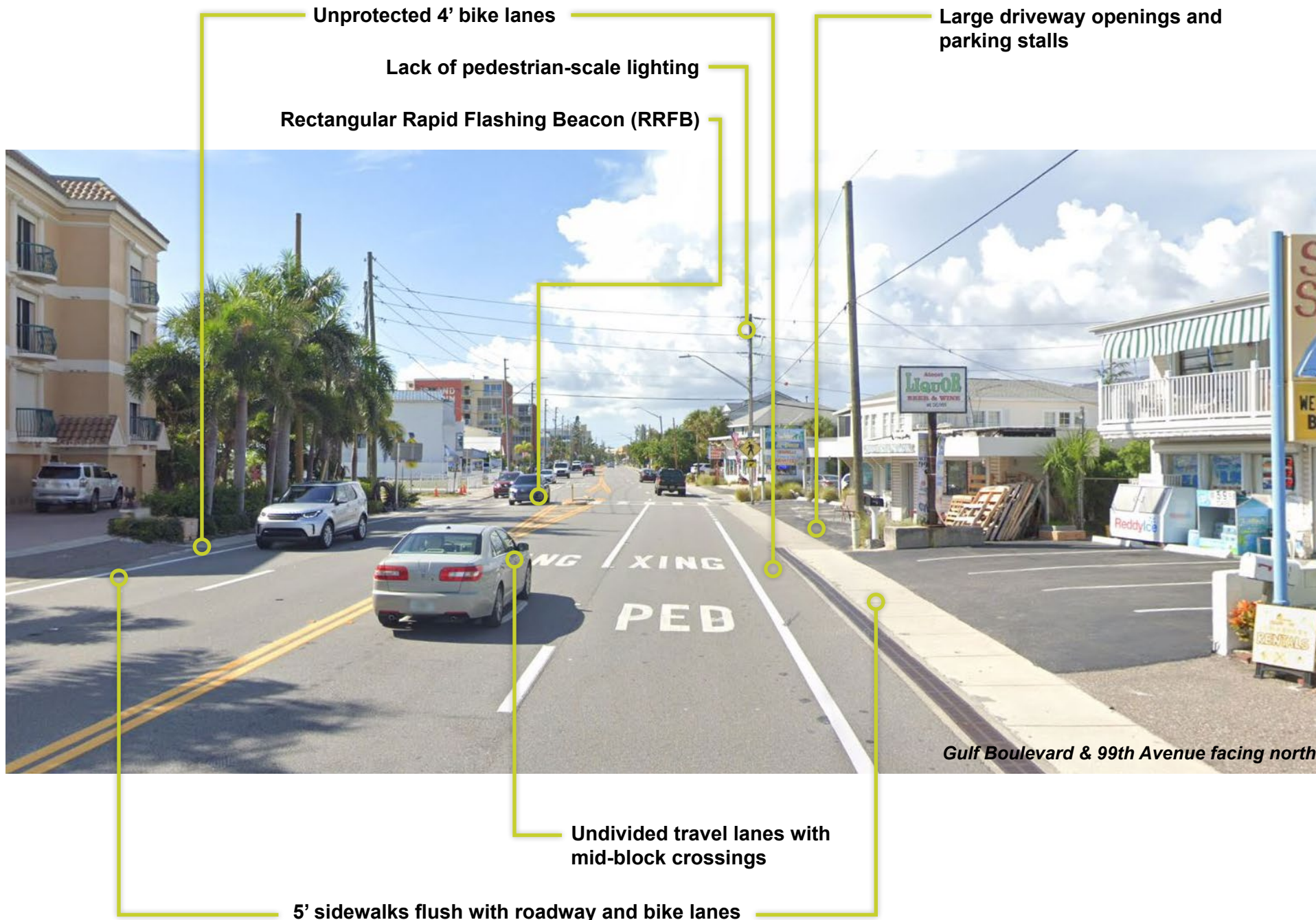


Portions of the South Segment have trench drainage, causing the bike lane to become significantly more narrow and pushing bicyclists closer to the roadway.

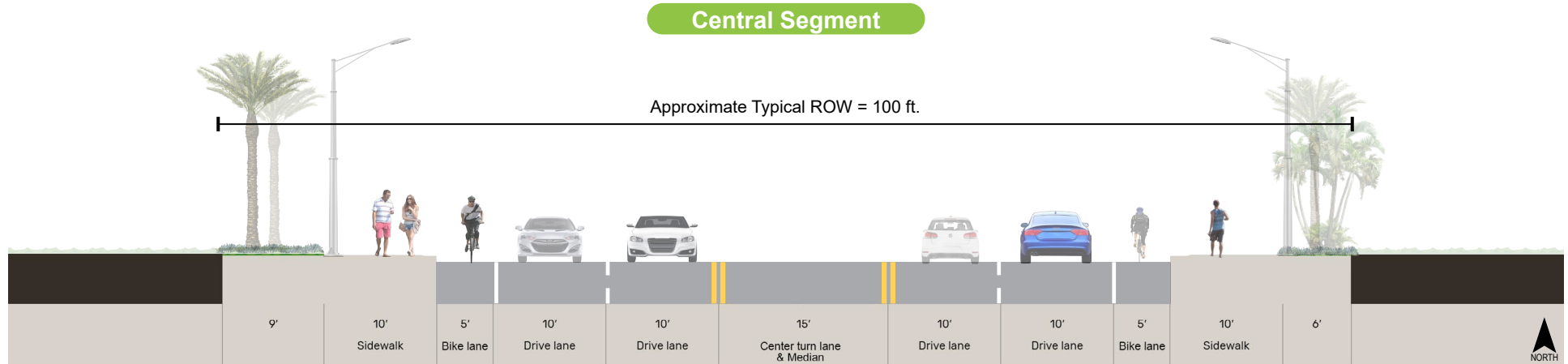


Portions of the South Segment have sidewalks flush with the roadway and trench drainage, which pose safety issues and create conflicts between pedestrians, bicyclists, and vehicles.

South Segment Existing Conditions



Central Segment Typical Section



Note: Dimensions are approximate measurements.

Central Segment Existing Conditions



Portions of the Central Segment have a dedicated bike lane with wide sidewalks to accommodate large volumes of pedestrians.



Mid-block crossings are found in this segment at key crossing points, particularly to beach access locations.



Portions within the Central Segment have sidewalks flush with the roadway, which pose safety issues and create conflicts between pedestrians, bicyclists, and vehicles. Other areas have sidewalks and driveway openings with steep slopes, which are not compliant with current ADA standards.

Central Segment Existing Conditions

Resort and short-term rental uses

Beach Access

Unprotected 4' bike lane

Rectangular Rapid Flashing Beacon (RRFB) and Pedestrian Refuge Island

Lack of pedestrian-scale lighting

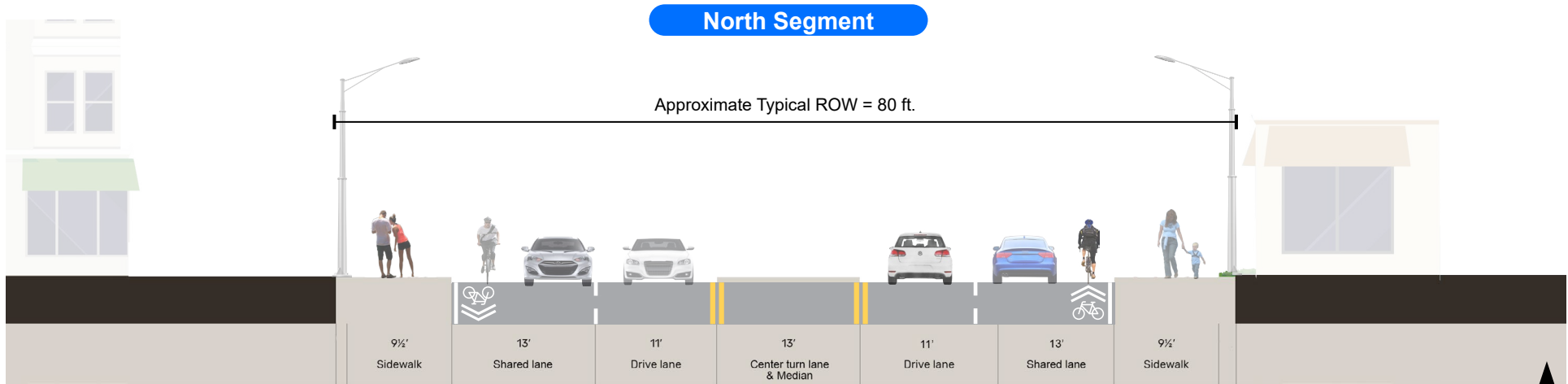


Near Gulf Boulevard & 108th Avenue facing north

Center turn lanes

Large driveway openings and parking stalls

North Segment Typical Section



Note: Dimensions are approximate measurements.



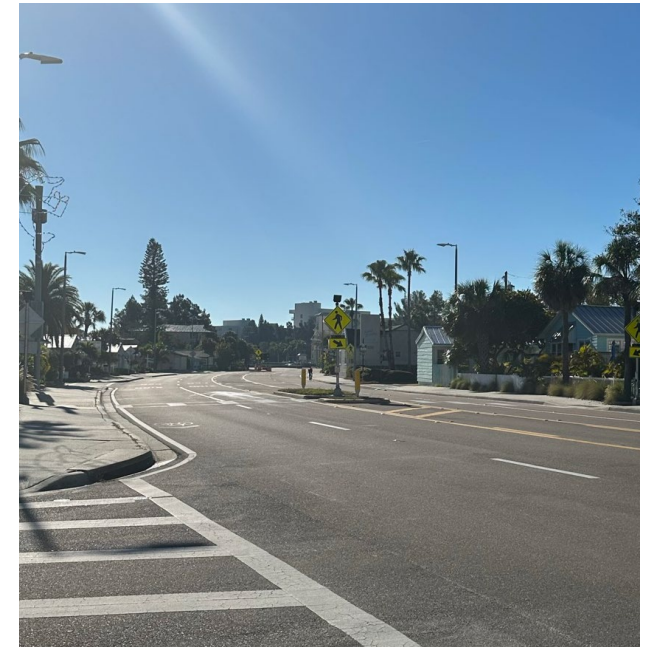
North Segment Existing Conditions



The shared lane markings in the North Segment are not comfortable or safe for all bicyclists and create potential safety conflicts between bicyclists and drivers.

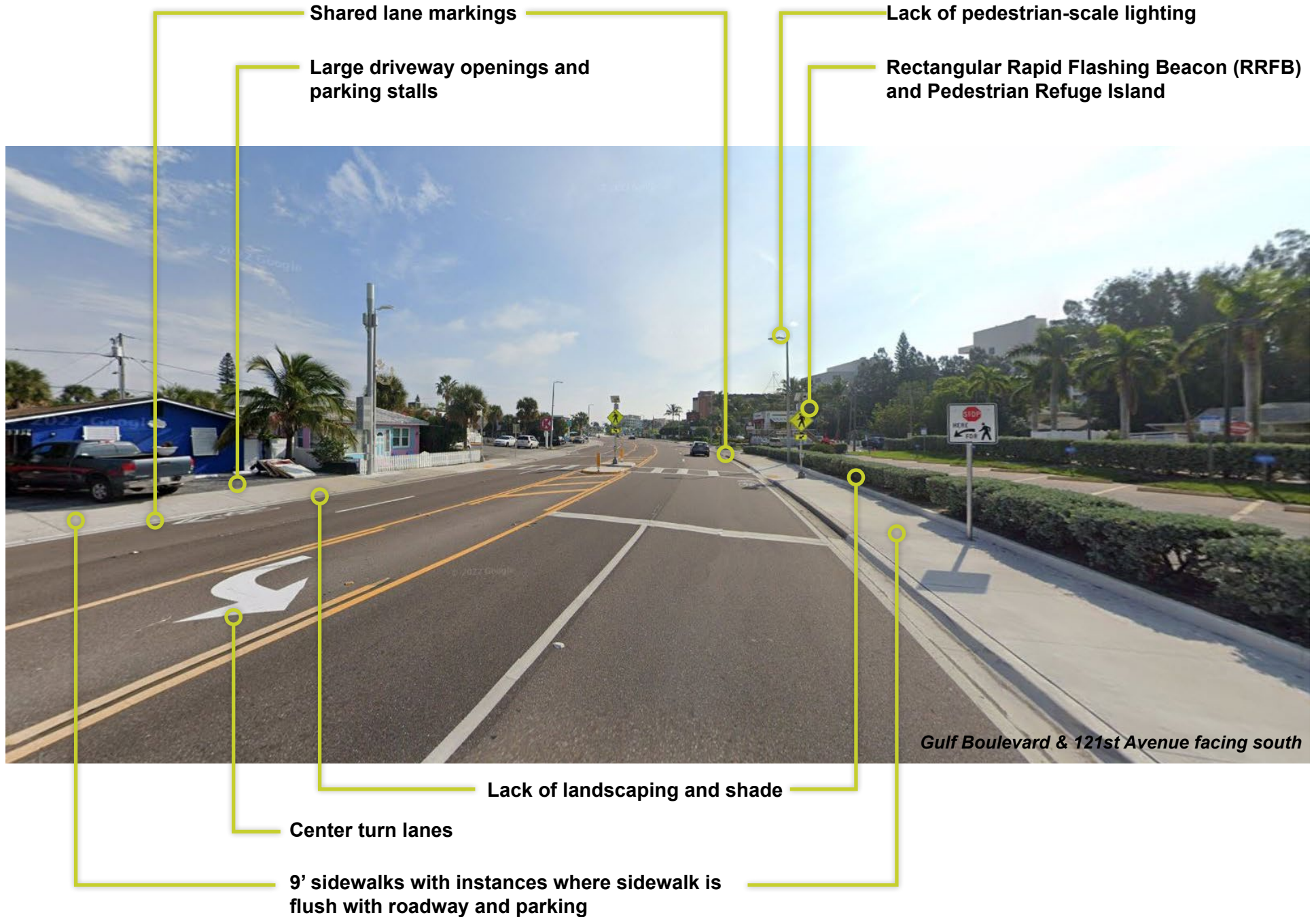


There are numerous beach access locations within the North Segment, which attract pedestrians to cross Gulf Boulevard at unsignalized intersections and crossings.

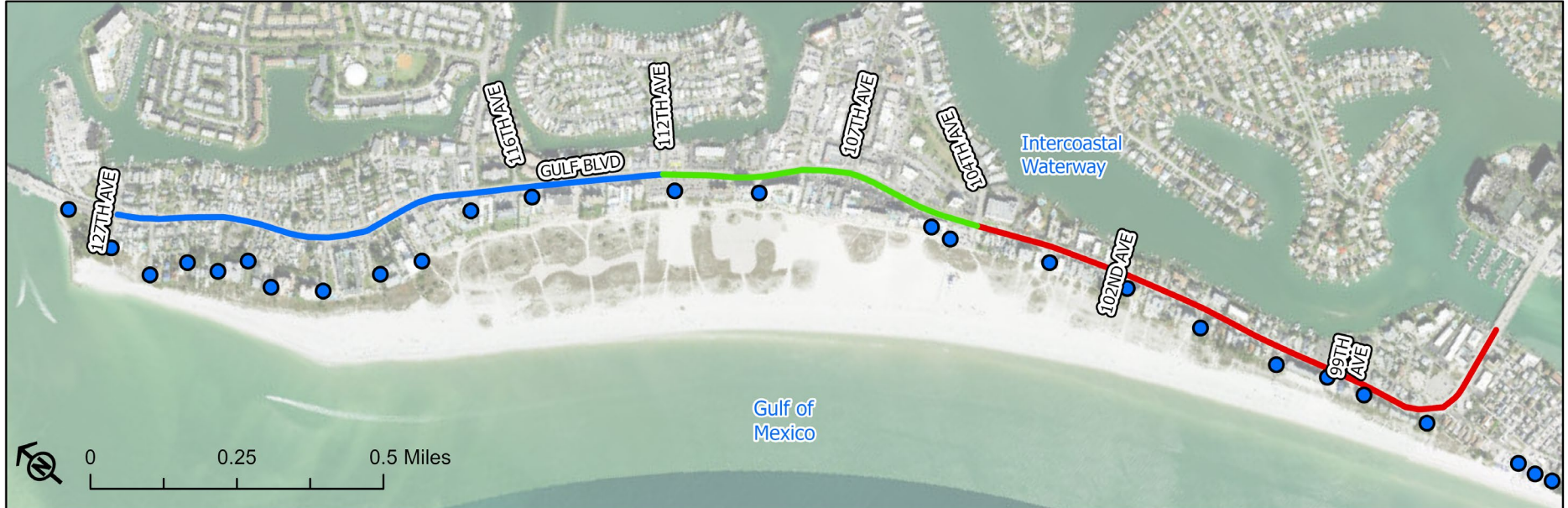


There are mid-block crossings with Rectangular Rapid Flashing Beacons (RRFBs) throughout the North Segment, which connect to beach access locations and major attractions.

North Segment Existing Conditions



Corridor Segments and Major Attractions



Legend

Gulf Blvd - Treasure Island
Segment

— North

— Central

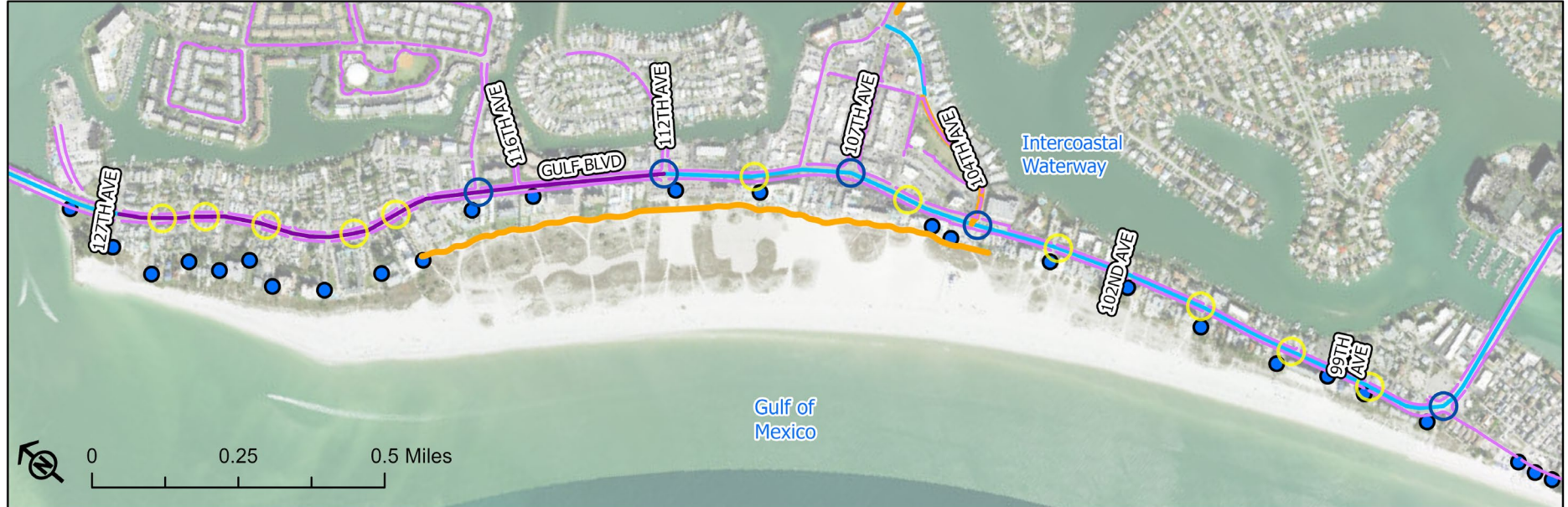
— South

● Beach Access

Gulf Boulevard is an important corridor within Treasure Island as it provides the only north-south route to enter and exit the City. There are major attractions spread throughout the Gulf Boulevard corridor in each of the three segments. The North Segment connects to John's Pass and has many beach access locations, creating high volumes of pedestrian and bicycle activity across Gulf Boulevard. Major attractors, such as hotels and resorts, and beach access locations in the North and Central segments of the corridor experience traffic congestion and high pedestrian and bicycle activity during peak tourist seasons. The town center area, on 107th Avenue, is within the Central Segment of the corridor and includes many restaurants and shopping opportunities. 107th Avenue also provides a connection to the City of St. Petersburg and the Pinellas Trail. The South Segment is primarily single-family and multi-family residential, with commercial uses along Gulf Boulevard. The southern-most end of the South Segment connects to the City of St. Pete Beach. Some of the major attractors along the corridor include:

- Treasure Island and Madeira Beach Chamber of Commerce
- John Morroni Memorial Dog Park
- Treasure Island City Hall
- Treasure Island Community Center
- City of St. Petersburg Municipal Beach and Treasure Island
- Treasure Island Beaches

Existing Bicycle and Pedestrian Infrastructure



Legend

Crossings

Mid-block Crossing

Signalized Intersection

Bicycle Facilities

Bike Lane

Beach Trail

Sharrows

Pedestrian Facilities

Sidewalks

Beach Access

Pedestrian facilities include approximately six-foot-wide sidewalks (wider in some locations) on both sides of Gulf Boulevard. There are several grade changes throughout the corridor, forcing portions of the sidewalk network to be angled toward property lines and Gulf Boulevard, or at-grade with the roadway. There are minimal shade trees throughout the corridor, which makes walking difficult and unappealing during warmer, sunnier months.

There are limited bicycle and pedestrian crossing opportunities across Gulf Boulevard, except for mid-block crossings and signalized intersections. At signalized intersections, the walk signal at crosswalks provides an insufficient amount of time to cross the roadway, making it difficult for elderly populations or people with mobility challenges to safely cross the street. ADA accessibility issues are a prevalent issue along the corridor as not all crossings have compliant detectable warnings and space for wheelchairs to safely cross, and visibility for both motorists and pedestrians is restricted.

From 112th Avenue to 127th Avenue, bicycle facilities include shared lane markings on both sides of the roadway. The bicycle facilities transition from Blind Pass Road to 112th Avenue to unprotected bicycle lanes on both sides of the roadway, but are inconsistent in width causing an uncomfortable experience for bicyclists who choose to use the facility. Shared lane markings, or sharrows, are also present in the North Segment of the corridor. While bicycle facilities are present along the entire corridor, they do not provide adequate protection and comfort to bicyclists given the high volume of vehicle traffic along Gulf Boulevard. The existing beach trail which runs north-to-south along the beach, provides a parallel, alternative facility to Gulf Boulevard for pedestrian and bicyclists.

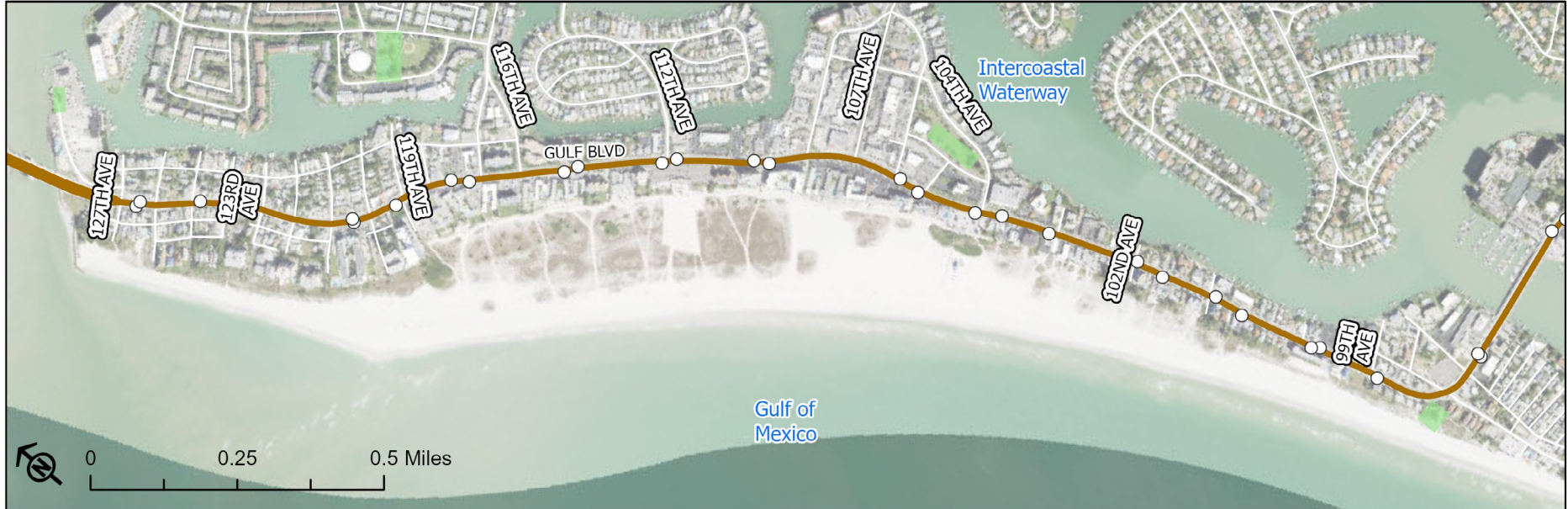
Existing Signalized Intersections and Crossings

Throughout the Gulf Boulevard corridor there are five signalized intersections and 11 mid-block crossings with RRFBs. The average distance between intersection and crossings is approximately 711 feet. Outside of these intersections and crossings, it is very difficult for pedestrians, bicyclists, and vehicles to safely cross Gulf Boulevard due to speeding vehicles, volume of traffic, and limited site lines.

Summary of Traffic Signals and Crosswalks

Location	Control	Mainline Crosswalks	Approximate Distance from Previous Crossing (in feet)
1st Street E/West Gulf Boulevard	Signal	North, South, East & West	-
99th Avenue	RRFB	N/A	595
100th Avenue	RRFB	N/A	690
101st Avenue	RRFB	N/A	805
103rd Avenue	RRFB	N/A	1,220
104th Avenue	Signal	North, South, East & West	685
105th Avenue	RRFB	N/A	580
107th Avenue	Signal	North, East & West	515
10925 Gulf Boulevard	RRFB	N/A	760
112th Avenue	Signal	North, South, East & West	715
117th Avenue	Signal	North, South, East & West	1,490
119th Avenue	RRFB	N/A	685
120th Avenue	RRFB	N/A	375
123rd Avenue	RRFB	N/A	710
124th/125th Avenue	RRFB	N/A	490
126th Avenue	RRFB	N/A	345

Existing Transit Facilities



Legend

City Parks

Route

555

Transit Stop

Most of the City, parks, and major attractions are located near transit stops. Pinellas Suncoast Transit Authority (PSTA) Route 555, also known as the Suncoast Beach Trolley, runs through the entire corridor connecting to the cities of St. Pete Beach and Madeira Beach. The Suncoast Beach Trolley route covers the Pinellas County Gulf Beaches from Clearwater Beach to Pass-a-Grille. The Suncoast Trolley operates at 30-minute headways, Monday through Sunday and holidays.

There are a total of 31 stops, northbound and southbound, along the corridor. Most of the boardings in the corridor occur at the 106th Avenue or the 109th Avenue stops. The stops with the highest alightings are 105th Avenue and 106th Avenue. This indicates many people are using transit to access the downtown area and/or the beach. With attractions on both sides of Gulf Boulevard, transit users need to cross Gulf Boulevard when arriving and departing from their destinations.

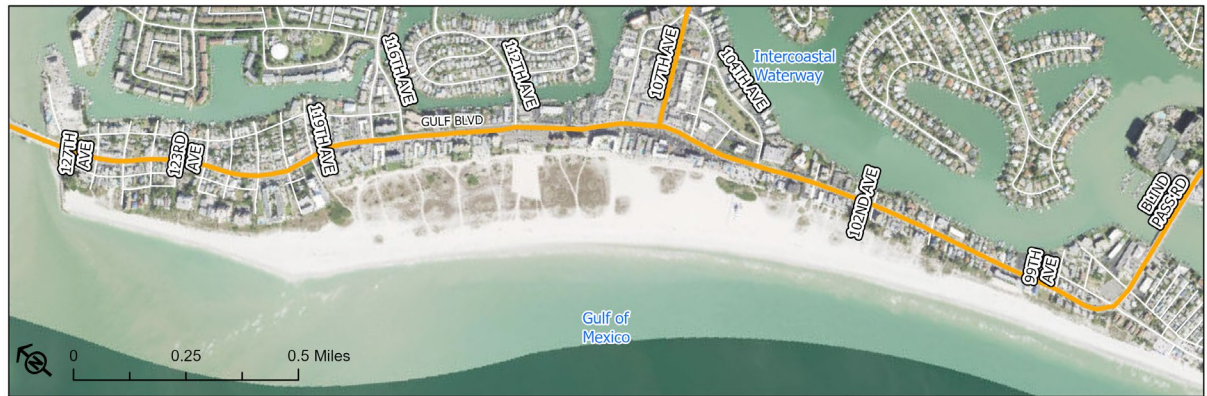
Level of Service

The current Level of Service (LOS) for Gulf Boulevard does not exceed LOS D. This indicates the roadway experiences congestion during peak hours with slower speeds and some queuing.

The Average Annual Daily Traffic (AADT) for the study area is as follows:

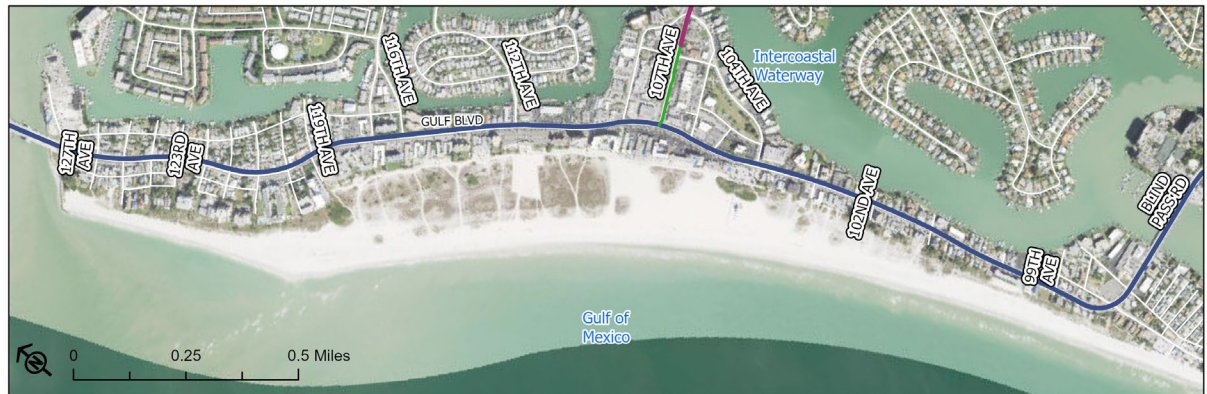
- 18,900 vehicle (Blind Pass Road to 107th Avenue)
- 21,500 vehicles (107th Avenue to John's Pass)

For a four-lane roadway with portions of the corridor with a center turn-lane, the current AADT numbers are within the acceptable range for the roadway to be considered functioning as intended.

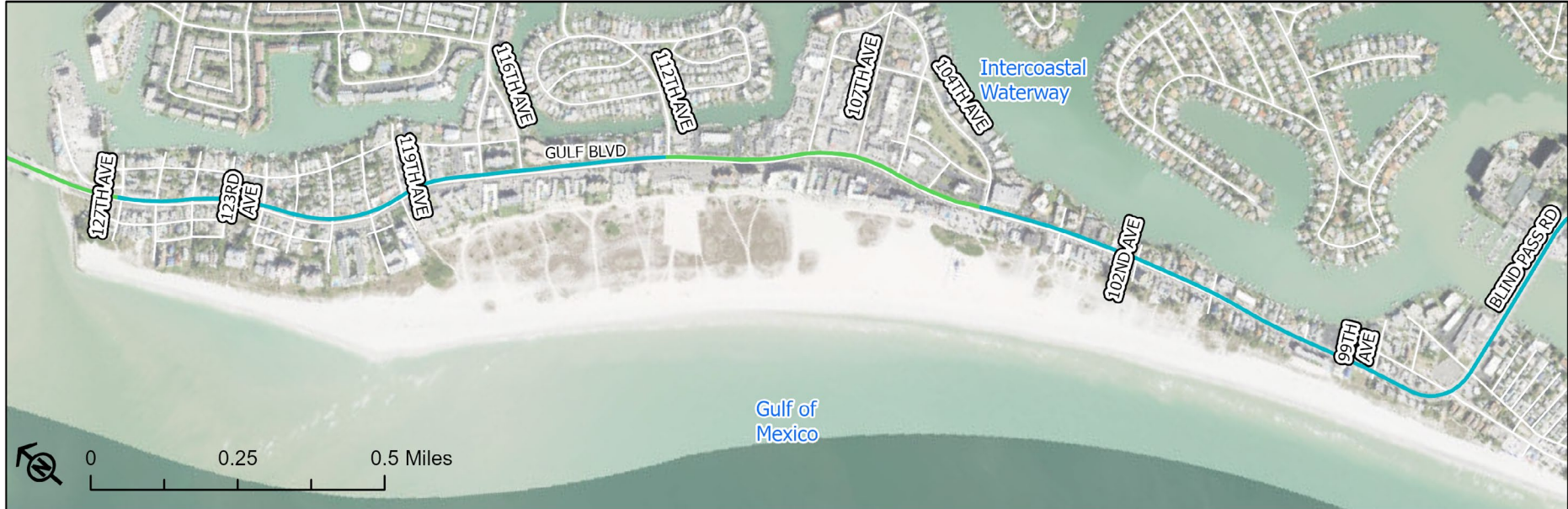


Posted Speed Limits

The speed limit for the portion of Gulf Boulevard within the study area is 35 miles per hour. However, frequent and consistent speeding is observed within the corridor, with vehicles more likely to adhere to the speed limits during hours of congestion.



Context Classification



Legend
Preliminary Context Classification
— C4-Urban General
— C5-Urban Center

The Florida Department of Transportation (FDOT) identifies state-owned roadways using a context classification system that considers the land use and development pattern surrounding the roadway to determine appropriate design standards. This classification informs various roadway and safety improvements by providing specific standards and infrastructure (e.g., sidewalk widths, bike facilities, crossings, etc.) based on the roadways context classification. In Treasure Island, Gulf Boulevard is primarily classified as C4-Urban General from 127th Avenue to 112th Avenue. From 112th Avenue to 104th Avenue, the town center area, Gulf Boulevard is categorized as C5-Urban Center. The graphic below further describes the context and characteristics of the Urban General and Urban Center Context Classifications.

C4-Urban General

Mix of uses set within small blocks with a well-connected roadway network. May extend long distances. The roadway network usually connects to residential neighborhoods immediately along the corridor or behind the uses fronting the roadway.

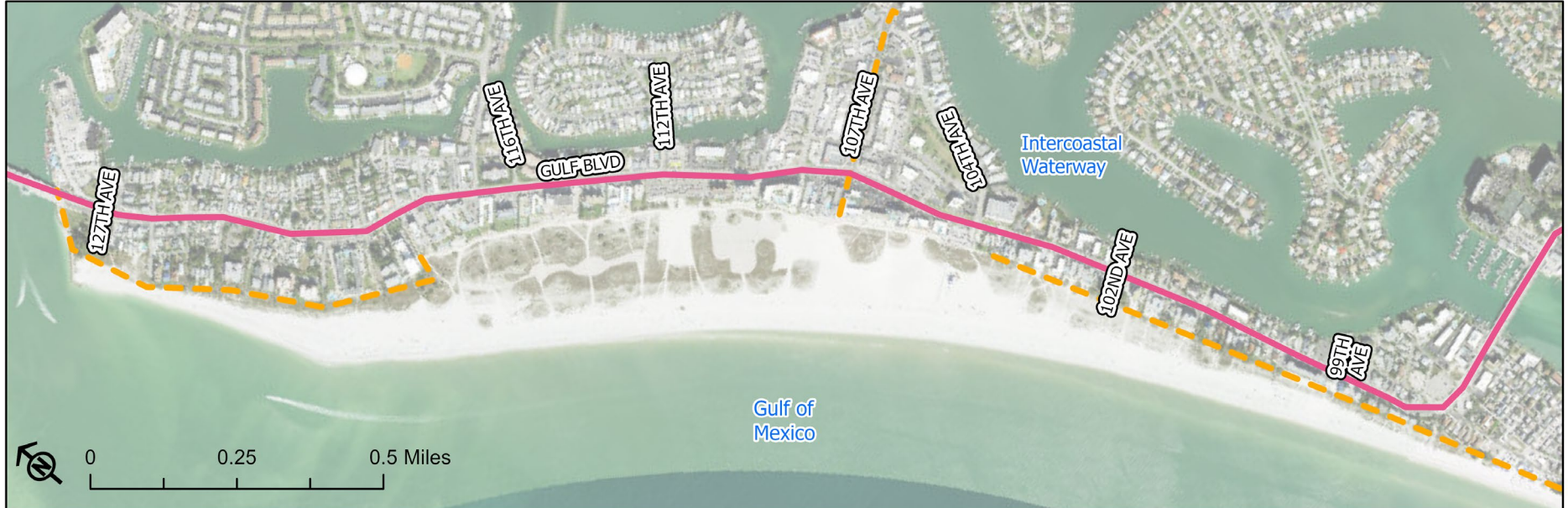
C5-Urban Center

Mix of uses set within small blocks with a well-connected roadway network. Typically concentrated around a few blocks and identified as part of a civic or economic center of a community, town, or city.



The majority of the corridor ranges in right-of-way (ROW) widths from 80 feet to 100 feet. The southern segment is the most constrained in terms of ROW, at about 65 feet. The ROW widths limit the type and scale of facilities that can be implemented or improved in the corridor.

Planned Multi-Modal Improvements



Legend

Multi-modal Improvements

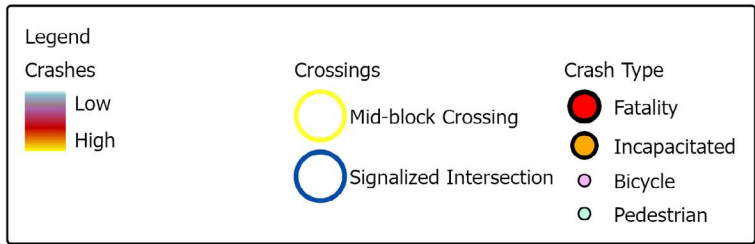
- FDOT Roadway Improvements
- Planned Trail

According to the Advantage Pinellas Long Range Transportation Plan (LRTP), there are several planned improvement projects. These projects include:

- Intelligent Transportation System (ITS) improvements identified for Gulf Boulevard
- The Treasure Island Causeway Trail from Gulf Boulevard to west of 80th Street South
- The South Beaches Trail from John's Pass to 12th Avenue are planned multi-use trail facilities found in the LRTP.

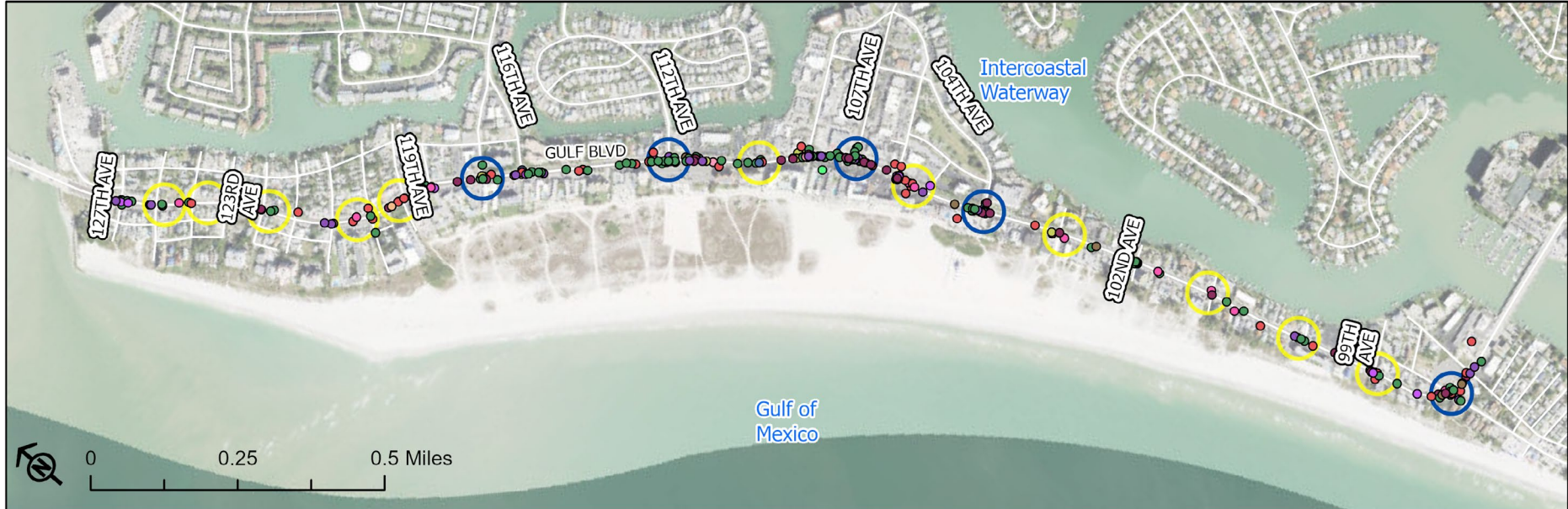
There is also a Resurfacing, Restoration, and Rehabilitation project through FDOT included in the five-year work program. This project includes resurfacing of Gulf Boulevard throughout Treasure Island.

Five-Year Crash Heat Map (2017-2021)



There were a total of 256 crashes from January 1, 2017 to December 31, 2021. The intersection of 107th Avenue and Gulf Boulevard had the highest number of crashes despite having a signalized intersection. Additional hot spots on Gulf Boulevard include 116th/117th Avenues, 112th Avenue, 108th Avenue, the mid-block crossings near 105th Avenue, and Gulf Boulevard/Blind Pass Road and West Gulf Boulevard. Additional analysis will be completed in the Safety Analysis Section to better understand why a high number of crashes are occurring at these locations along the corridor.

Five-Year Crash Map (2017-2021)



Legend

Crossings

- Mid-block Crossing
- Signalized Intersection

Gulf Blvd Crashes

- Angle
- Bike
- Head On
- Hit Fixed Object

Hit Non-Fixed Object

- Left Turn
- Pedestrian
- Rear End
- Right Turn

Sideswipe

- Single Vehicle
- U-Turn
- Unknown

The majority of crashes on Gulf Boulevard are rear end crashes. Rear end crashes most commonly happen on roadways with speeding and many driveway openings or crossings where vehicles may need to unexpectedly brake for turning vehicles or pedestrians. The majority of crashes on Gulf Boulevard occur at, or in close proximity to, signalized intersections or mid-block crossings, which corresponds with the high number of rear end crashes. In the five-year period, there were 18 pedestrian-involved crashes and eight bicycle-involved crashes. This includes five fatalities – four of which were pedestrian fatalities.

A further safety analysis of crash type is conducted in **Section 3** of the Study.

SECTION 2: **COMMUNITY ENGAGEMENT**

COMMUNITY ENGAGEMENT

Robust community outreach was conducted throughout the scope of the **Gulf Boulevard Safety Study**. There were multiple opportunities for community engagement from residents, business owners, and elected and City officials. Engagement activities included two community workshops and stakeholder meetings. The details and outcomes of these activities are further described below. The feedback provided by residents and stakeholders will help influence potential alternatives and improvements, which are identified in **Section 4** of this Study. **Appendix A** includes additional details about the community outreach.

Community Workshop #1 - March 25, 2023

A public workshop was held on Saturday, March 25th, 2023 at the Treasure Island City Hall Auditorium. The City hosted consultants for each of the major projects impacting traffic and mobility within the City during this workshop. FDOT was in attendance to support the Project team with questions on specific design standards of proposed safety improvements.

Display boards with information about existing conditions, where and what kind of safety improvements could be implemented, and initial recommendations were presented to the public for overall feedback. The initial recommendations were divided by recommendations for the North, Central, and South segments of Gulf Boulevard in the City. Workshop participants were asked to provide feedback verbally, on comment cards, and by placing stickers of the recommendations they favored the most per segment.

The overall themes from the feedback received from the public were as follows:

- RRFBs in Treasure Island are perceived to be more effective at stopping traffic and getting pedestrians to cross roads safely
- Drainage issues present conflicts for bicyclists
- Approval of protected bike lanes in all segments
- Approval of educational materials being distributed to rentals and



Community Workshop #1: Participants were able to vote on their preferred concept for each segment.



Community Workshop #1: The workshop showcased two other City mobility projects underway and solicited feedback from all attendees.

- hotels for safe crossings and use of the corridor
- Need for more crosswalks throughout the corridor
- People do not use the RRFB crossings properly
- Visibility of RRFBs presents issues especially for senior drivers
 - » Requests received to change lights to red
- Publix crossing and Walgreens crossing are the most problematic
- Disapproval of sharrows as they are perceived to be dangerous
- Beautification is a priority with emphasis on palm trees

Stakeholder Meetings - April 5, 2023

A stakeholder meeting was held on Wednesday, April 5th, 2023 at the Treasure Island City Hall Auditorium with the Project team and business owners in the City to discuss the initial recommendations for safety improvements along Gulf Boulevard. This meeting occurred in place of a regularly scheduled business owner meeting.

The same methods for receiving feedback used for the public workshop in March were used for the stakeholder meeting in April. The following overall comments were received from the business owners.

- Approval of protected bike lanes and sidewalks
- Less favorable reaction to the use of flex posts or delineators
- Relatively minimal approval of “leave as is” recommendations
- Connectivity to 104th Avenue from Gulf Boulevard needs to be mindful of Publix traffic
- Need for cohesive improvements instead of drastic differences between segments
- Need for some sort of educational initiative for best practices when using Gulf Boulevard



Stakeholder Meeting: Each City mobility project presented an update to the stakeholders and then solicited feedback afterwards.

Preferred Concept Alternative Results

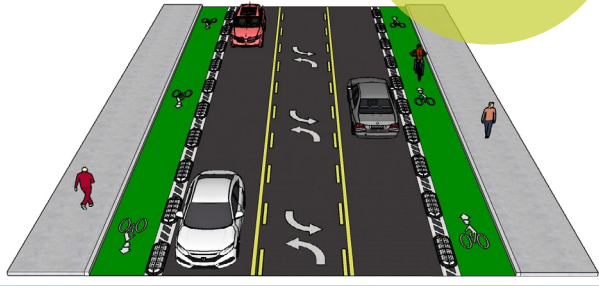
After the community workshop and stakeholder meetings, feedback was summarized and votes were counted for the preferred concept alternative for each segment. Below is a summary of feedback and the total number of votes for each concept which will inform the final concept:

- Need and support for buffered or protected bike lanes
- Need for more mid-block crossings along the corridor
- Do not like the look of flex posts/delineators
- Do not want to leave the corridor “as-is”
- Need for cohesive improvements and smooth transitions between segments

Appendix D shows all the concept alternatives presented to community members and stakeholders.

Preferred South Segment Option

63%
chose this
option

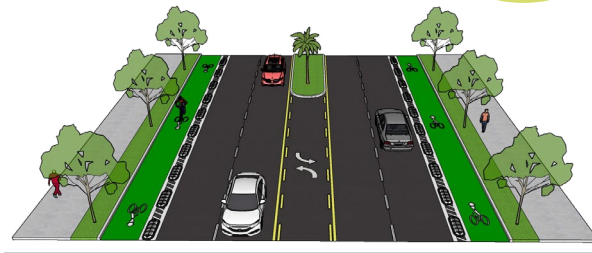


Components:

- Two (2) Travel Lanes
- Center turn lane
- 6' Buffered bike lanes
- 8-9' Sidewalks

Preferred Central Segment Option

71%
chose this
option

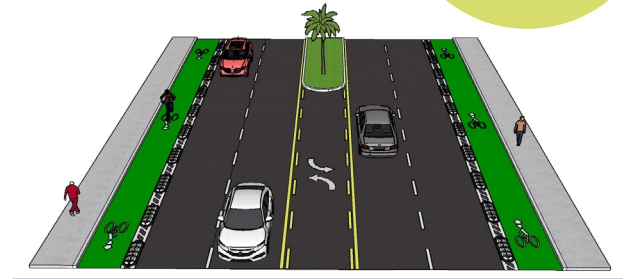


Components:

- Four (4) travel lanes
- Restripe roadway
- 11' Center turn lane
- Intermittent landscaped median
- 6' Buffered bike lane
- 5' Landscape buffer
- 10' Sidewalks

Preferred North Segment Option

75%
chose this
option



Components:

- Four (4) Travel lanes
- 11' Center turn lane
- Intermittent landscaped median
- 6' Buffered bike lane
- 6' Sidewalks

City Commission Workshop Presentation - August 8, 2023

The draft document was presented to the City Commission to gain feedback before final submittal. The project team presented existing conditions, a summary of the community engagement, a summary of the safety analysis and in-field observations, and the corridor-wide recommendations and concept alternatives. Below are the discussion points and comments voiced by City Commissioners and community members during the workshop:

City Commission:

- Desire for painted green bike lanes throughout the corridor and should be represented in the concept alternatives
- Expressed the need for stormwater/drainage improvements in the south segment
- Concerned the south segment alternative option 1 (the lane repurposing) will create traffic issues
- Expressed the importance the FDOT Lane Repurposing study to determine the feasibility of this alternative
- Desire for further traffic impact studies to be conducted for the alternatives
- Expressed the need to implement the mid-block crossing at Sea Dog Brewing Company

Community Members:

- Concerned that delivery or freight vehicles parking in the center turn lane for delivery may also cause safety and traffic issues



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SECTION 3: **SAFETY ANALYSIS**

SAFETY ANALYSIS

Traffic crash reports were obtained for the most recent five-year period from January 1, 2017 to December 31, 2021. A total of 256 crashes were reported within the study area over the five-year period.

Crash Data Analysis

General Crash Summary

Of the 256 crashes that occurred during the five-year period, four crashes (2%) resulted in five fatalities, and 38 crashes (17%) resulted in injuries. Annual crash trends indicate a gradual decrease in the number of crashes occurring per year with a sharper decrease in crashes in 2019 before an increase occurred in 2021. On average, 51 crashes per year occurred.

Fatal Crash Summary

Of the four fatal crashes that occurred during the five-year period, two occurred under dark-lighted conditions and two were during daylight. Three of the four fatal crashes were pedestrian crashes and one was a rear end crash. One fatal crash occurred off the roadway and three fatal crashes involved impaired drivers.

Non-Motorist Crashes

A total of 13 pedestrian crashes occurred over the five-year period, which accounts for 5% of all crashes. Pedestrian crashes varied in location throughout the corridor, however, most occurred near beach access points, resort uses, and downtown. Approximately 54% of the pedestrian crashes occurred under dark-lighting conditions.

A total of seven (7) bicycle crashes occurred over the five-year period, which accounts for 3% of all crashes. Bicycle crashes varied in location throughout the study area, however, clusters of crashes occurred at 108th Avenue. Approximately 86% of the bicycle crashes occurred during the daytime, including dusk and dawn.

Pedestrian badly injured in Treasure Island crash

November 28, 2021 by Mike Sunnucks



Dark blue Chevy work truck wanted in deadly hit-and-run crash in Treasure Island

Deputies are asking for help identifying the pickup truck and its driver involved in the deadly crash.



Author: Leo Santos, Claire Farrow
Published: 8:28 PM EST December 6, 2022



Crash Types and Location Trends

Over the five-year period, the highest percentage of any crash type within the study area was attributed to rear end crashes, which accounted for 98 of the 256 crashes (38%). Sideswipe and angle crashes were the second and third most common crash types, accounting for 16% and 14% of crashes, respectively. The table below summarizes the crash types over the five-year period.

Crashes by Type (2017-2021)							
Crash Type	Year					5-Year Total	
	2017	2018	2019	2020	2021	Grand Total	%
Angle	10	9	4	5	8	36	14%
Bike	1	4	0	1	1	7	3%
Head On	0	1	0	0	0	1	<1%
Hit Fixed Object	4	10	5	4	9	32	13%
Hit Non-Fixed Object	0	0	1	0	0	1	<1%
Left Turn	2	1	1	0	5	9	4%
Pedestrian	1	1	1	4	6	13	5%
Rear End	26	23	21	15	13	98	38%
Right Turn	1	0	0	0	1	2	1%
Sideswipe	16	10	4	7	4	41	16%
Single Vehicle	1	0	1	0	1	3	1%
Unknown	5	2	1	0	2	10	4%
U-Turn	2	0	0	1	0	3	1%
Total:	69	61	39	37	50	256	100%

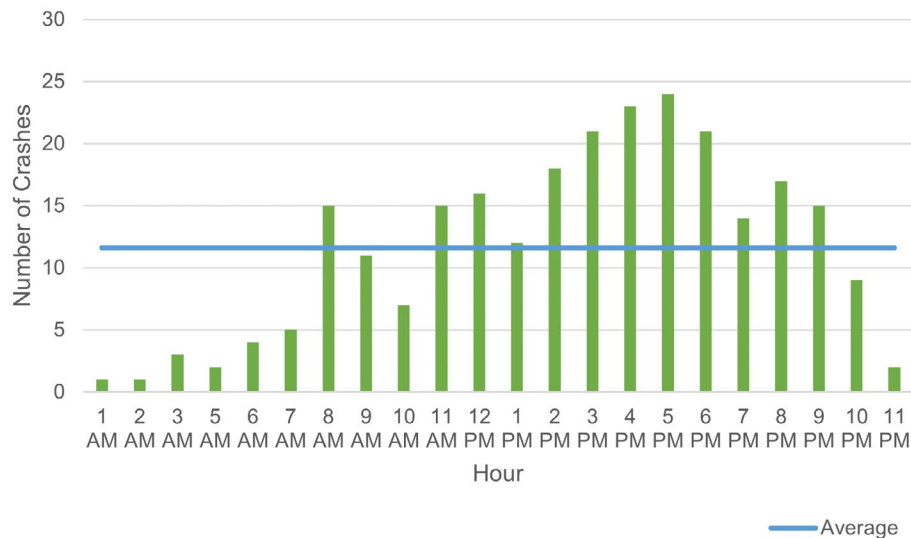
Temporal Trends

Crash characteristics were assessed to determine temporal trends in the 256 crashes that occurred during the five-year period. The hour during which the most crashes occurred was from 5:00 PM to 6:00 PM, accounting for 9% of all crashes. Saturday was the most common day of the week for crashes, with 78 crashes (25%) compared to the daily average of 45 crashes. February was the most common month of the year for crashes at 29 crashes each compared to a monthly average of 21 crashes. The graphs below depict the temporal trends within the study area.

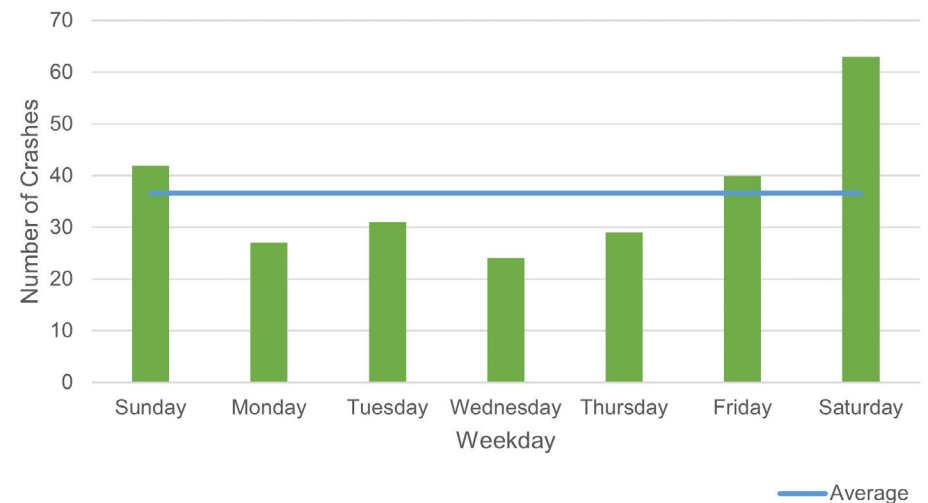
Contributing Factors

Crash data was reviewed for contributing factors such as lighting, weather, and surface conditions. It was determined the majority of crashes happened during daylight (72%) and approximately 27% of all crashes occurred under dark conditions, including dusk and dawn. Lighting conditions are depicted in chart on the following page.

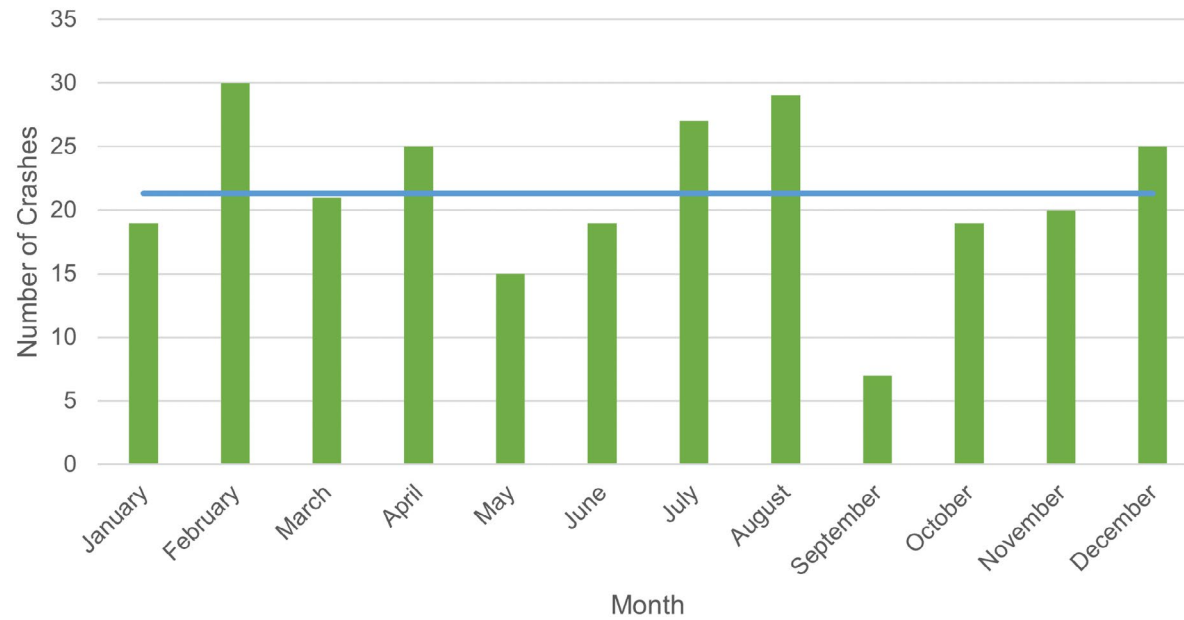
Crashes by Hour (2017-2021)



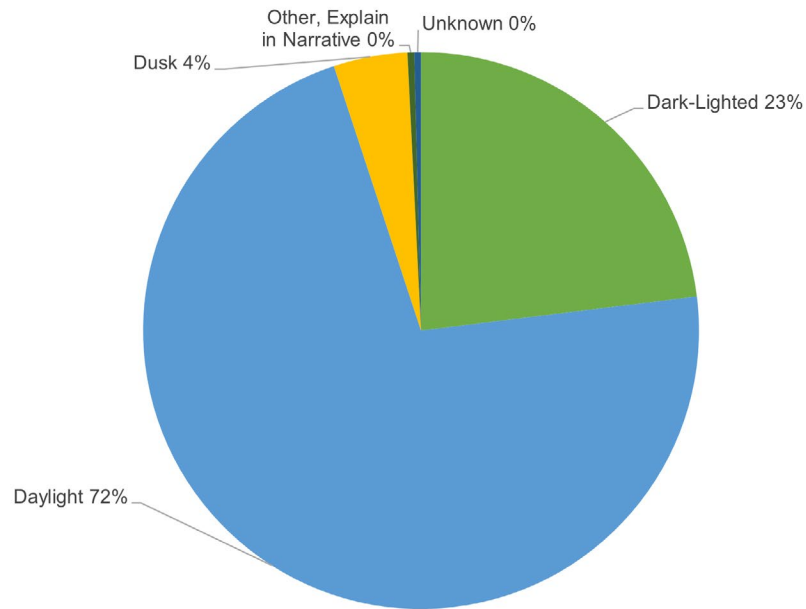
Crashes by Weekday (2017-2021)



Crashes by Month (2017-2021)



Crash Lighting Conditions (2017-2021)



Nighttime Crashes Heat Map (2017-2021)



Nighttime Crash Location Map (2017-2021)



Legend

Crossings

Mid-block Crossing

Signalized Intersection

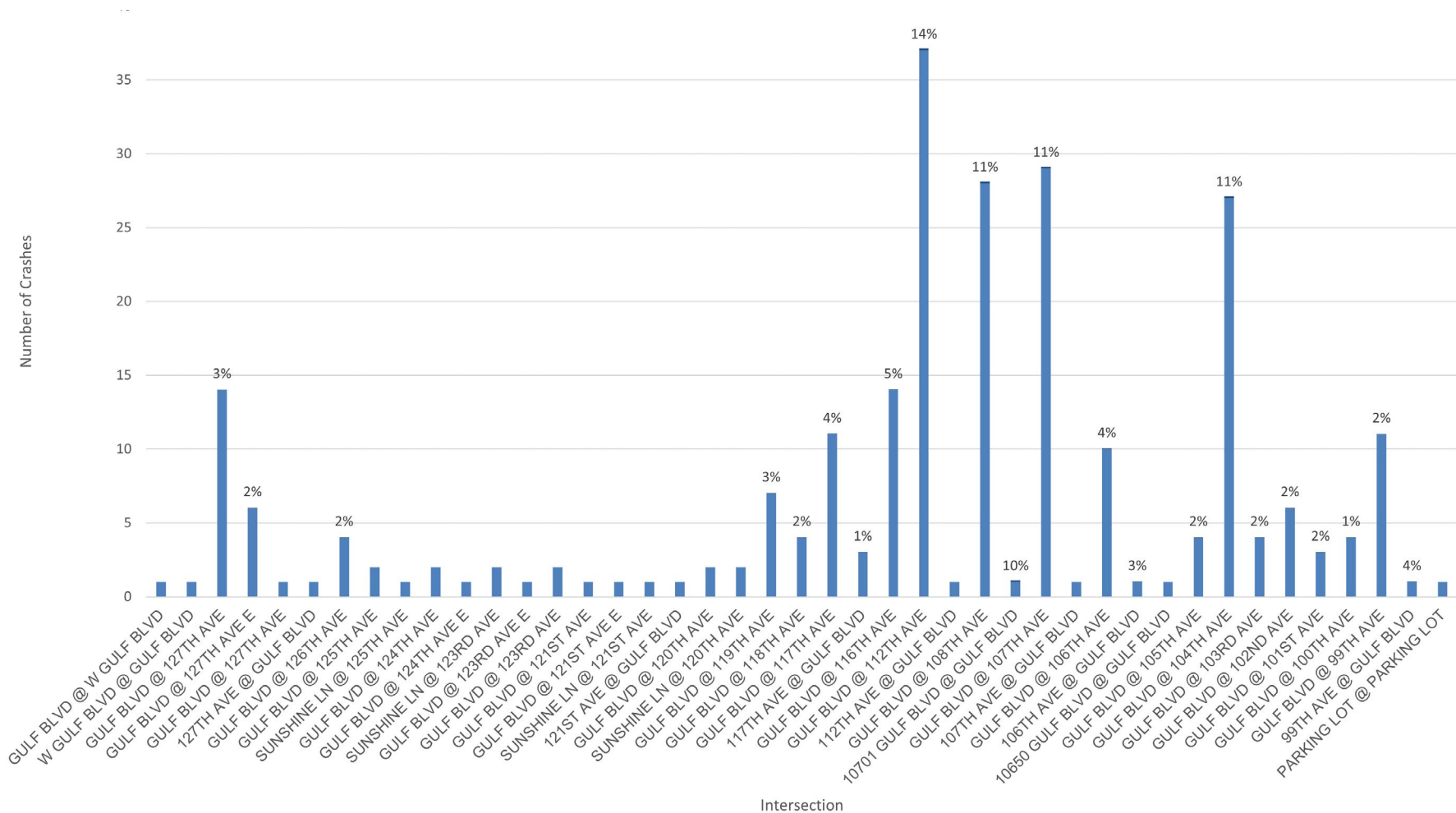
Streetlight Locations

Nighttime Crashes

High Crash Intersections

Of the 256 crashes that occurred over the five-year period, 14% of crashes occurred near the Gulf Boulevard and 112th Avenue intersection. The most common crash types at this intersection were rear end (73%), angle (19%), sideswipe (16%), and hit fixed object (12%). The intersections of Gulf Boulevard and 104th Avenue and Gulf Boulevard and 107th Avenue accounted for the second highest occurrence of crashes (11% each). The most common crash type at these intersections was rear end (44% and 46%, respectively). The chart below depicts crashes by intersection location along Gulf Boulevard in Treasure Island.

Crashes by Intersection on Gulf Boulevard (2017-2021)



In-Field Observations

A site visit was conducted on Saturday, March 11, 2023 to observe Gulf Boulevard during peak crash periods from 11:00 AM to 2:00 PM. Early Saturday afternoons in March are one of the peak crash periods on Gulf Boulevard in Treasure Island which is why this date and time was chosen. The following general observations were noted during the site visit for each segment.

South Segment Observations (Southern City Limits to 104th Avenue)

Non-Motorist Activity

There was heavy pedestrian and bicycle traffic observed in the South Segment. Most pedestrians in this segment were traveling to the beach access locations. Some pedestrians were observed walking or running for recreation and/or exercise. Pedestrians were observed to use marked crossings and intersections with high-compliance in obeying walk signals.

About half of the bicyclists observed appeared to be serious riders with road bikes, while the other half of the bicyclists were bicycling for fun and leisure. Bicyclists were observed using the on-street facilities when possible. In some instances, bicyclists needed to use the roadway due to a parked vehicle blocking the bike lane.

Intersection Operations and Conditions

There is one signalized intersections in this segment: 1st Street East/West Gulf Boulevard.

The 1st Street East/West Gulf Boulevard intersection is controlled by three mast arms with retroflective backplates. There are faux-brick crosswalks on all legs of the intersection. Gulf Boulevard abruptly curves north at this intersection. This geometry creates sweeping turning radii at the corners of the intersection. Heavy vehicle and pedestrian use was observed at this intersection, with the intersection primarily used by pedestrians parking at the surface parking lot on the northeast corner and crossing south or west to the beach access.

Mid-Block Crossings

There are four mid-block crossings this segment. Most mid-block crossings contain detectable warnings in good condition, a small refuge island in the



South Segment - 1st Street East/West Gulf Boulevard Intersection: Many large groups crossing Gulf Boulevard from the public parking to the beach.



South Segment: Sidewalks are flush with the bike lanes and roadway. Vehicles parked/idling in the outside travel lanes forces bicyclists into the roadway with multiple conflicts.

centerline, and two beacons (one on each side of the roadway). Vehicle compliance was high when pedestrians activated the beacons. Some beacons were missing the small roadway-facing flasher or flashers were installed on the incorrect side.

Pavement Conditions

Overall, the pavement is in fair to good condition in this segment. Consistent linear cracking was observed in the travel lanes throughout this segment. Trucks were observed parking on the bike lanes and sidewalk to unload, causing dirt and gravel to cover the edge of pavement.

Lighting Conditions

One additional site visit was made under nighttime conditions to evaluate the illumination of the corridor and signalized intersections. There is consistent, amber lighting (Sea Turtle Lighting) along Gulf Boulevard and it is likely to meet minimum criteria based on visual inspection. Most mid-block crossing locations have one light pole on one side of the street but is located behind the cross. This placement silhouettes/back-lights pedestrians which may impact visibility.

Other Observations

There was evidence and instances of flooding observed along this segment. Sidewalks and portions of the bike lanes appeared to be washed out with sand/soil sediments which could pose safety issues for bicycle users.

Central Segment Observations (104th Avenue to 112th Avenue)

Non-Motorist Activity

There was very heavy pedestrian and bicycle traffic observed in the Central Segment. Most pedestrians in this segment were traveling between the downtown commercial uses and the beach. Pedestrians were observed to use marked crossings and intersections with high-compliance in obeying walk signals. Some pedestrians were observed crossing Gulf Boulevard just north of the 107th Avenue intersection at unmarked crossings and 108th Avenue. About half of the bicyclists observed appeared to be serious-riders with road bikes, while the other half of the bicyclists were bicycling for fun and leisure. Bicyclists were using the on-street bike lanes when possible.



South Segment - Pavement Conditions: Faded crosswalks, drains within the pedestrian and bike paths, and pavement patches were common observations within this segment.



South and Central Segment: Groups of people walking and often times crossing Gulf Boulevard at unmarked crosswalks to access the beach, resort/short-term rental, and commercial uses.

Intersection Operations and Conditions

There are two signalized intersections in this segment: 104th Avenue and 107th Avenue. The 104th intersection is controlled by four mast arms with retroflective backplates. There are crosswalks on all legs of the intersection. Heavy vehicle, transit, bicycle, and pedestrian use was observed at this intersection, with the intersection primarily used by pedestrians crossing Gulf Boulevard to access the beach or Publix or transit users crossing to the transit stops on the north and south ends of the intersection.

The 107th Avenue intersection is controlled by three mast arms with retroflective backplates. There are faded crosswalks on the north, west, and east legs of the intersection. Heavy vehicle, bicycle, and pedestrian use was observed at this intersection, with the intersection primarily used by pedestrians crossing Gulf Boulevard to access commercial uses on the east side or to the beach access/resorts on the west side. The pedestrian push buttons were located in confusing locations far from the curb ramps. The NE corner push button to cross 107th Avenue was not working.

The 112th intersection is controlled by four mast arms with retroflective backplates. There are crosswalks, with some fading paint, on all legs of the intersection. The west corner pedestrian ramps of the intersection appear to not meet ADA compliant standards. Heavy vehicle, transit, bicycle, and pedestrian use was observed at this intersection, with the intersection primarily used by pedestrians crossing Gulf Boulevard to access the beach or commercial uses on the east.

Mid-Block Crossings

There are two mid-block crossings in this segment. The mid-block crossings contain detectable warnings in good condition, a small refuge island in the center median with two beacons, and two beacons adjacent to the outside travel lane (one on each side of the roadway). Vehicle compliance was high when pedestrians activated the beacons.

Pavement Conditions

Overall the pavement is in fair to good condition in this segment. There are some linear cracking observed in the travel lanes throughout this segment.



Central Segment - Mid-block crossing between 106th and 107th Avenue: Frequent use of the mid-block crossing at this location and high vehicle stopping compliance.



Central Segment - 107th Avenue Intersection: Heavy pedestrian activity and crossings were observed.

Lighting Conditions

One additional site visit was made under nighttime conditions to evaluate the illumination of the corridor and signalized intersections. There is consistent, amber lighting (Sea Turtle Lighting) along Gulf Boulevard until approximately 107th Avenue. Standard LED lighting is consistent through the southern portion of the corridor. The illumination is likely to meet minimum criteria based on visual inspection. Most mid-block crossing locations have one light pole on one side of the street but is located behind the cross. This placement silhouettes/back-lights pedestrians which may impact visibility.

The intersection of 108th Avenue and Gulf Boulevard observed to poorly light the crosswalk across 108th Avenue. Additional lighting oriented and placed near the crosswalk is needed.

North Segment Observations (112th Avenue to John's Pass)

Non-Motorist Activity

There was heavy pedestrian and bicycle traffic observed in the North Segment. Most pedestrians in this segment were traveling across Gulf Boulevard to the beach access locations. Pedestrians were observed to use marked crossings and intersections with high-compliance in obeying walk signals. It was observed that side street parking obstructed sidewalk access for pedestrians.

About half of the bicyclists observed appeared to be serious-riders with road bikes, while the other half of the bicyclists were bicycling for fun and leisure. Bicyclists were observed using the on-street facilities when possible.

Intersection Operations and Conditions

There are two signalized intersections in this segment: 112th Avenue and 117th Avenue.

The 112th intersection is controlled by four mast arms with retroreflective backplates. There are crosswalks, with some fading paint, on all legs of the intersection. The west corner pedestrian ramps of the intersection appear to not meet ADA compliant standards. Heavy vehicle, transit, bicycle, and pedestrian use was observed at this intersection, with the intersection



Central Segment: Frequent crossings at unmarked crosswalks were observed at 108th Avenue.



North Segment - 112th Avenue Intersection: Heavy pedestrian and bicycle activity was observed. Many pedestrians were in groups that included a range of ages.

primarily used by pedestrians crossing Gulf Boulevard to access the beach on the west side or commercial uses on the east side. The 117th intersection is controlled by four mast arms with retroflective backplates. There are crosswalks on all legs of the intersection.

Mid-Block Crossings

There are five mid-block crossings this segment concentrated between 119th Avenue and 126th Avenue. The mid-block crossings contain detectable warnings in good condition, a small refuge island in the center median with one beacon, and two beacons adjacent to the outside travel lane (one on each side of the roadway). Vehicle compliance was high when pedestrians activated the beacons.

Pavement Conditions

Overall the pavement is in good condition in this segment. Minimal pavement cracking was observed in the travel lanes throughout this segment.

Lighting Conditions

One additional site visit was made under nighttime conditions to evaluate the illumination of the corridor and signalized intersections. There is consistent, LED lighting along Gulf Boulevard, and it is likely to meet minimum criteria based on visual inspection. Most mid-block crossing locations have one light pole on one side of the street, but, it is located behind the cross. This placement silhouettes/back-lights pedestrians which may impact visibility.



North Segment: Wide and frequent driveway openings were observed in this segment.



North Segment: Frequent crossings at unmarked crosswalks were observed near the Tahitian Resort.



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SECTION 4:

RECOMMENDATIONS AND CONCEPT ALTERNATIVES

RECOMMENDATIONS AND CONCEPT ALTERNATIVES

The recommendations for safety improvements on Gulf Boulevard are identified at the corridor level, and segment level. The corridor-wide and segment improvements are safety improvements that can be implemented immediately, in the short-term, or mid-term. The preferred concept alternatives are a long-term vision for the corridor if it were to undergo complete reconstruction. The recommendations also identify the responsible agencies to implement the improvements. Included in the corridor-wide and segment improvements are planned projects found in the LRTP.

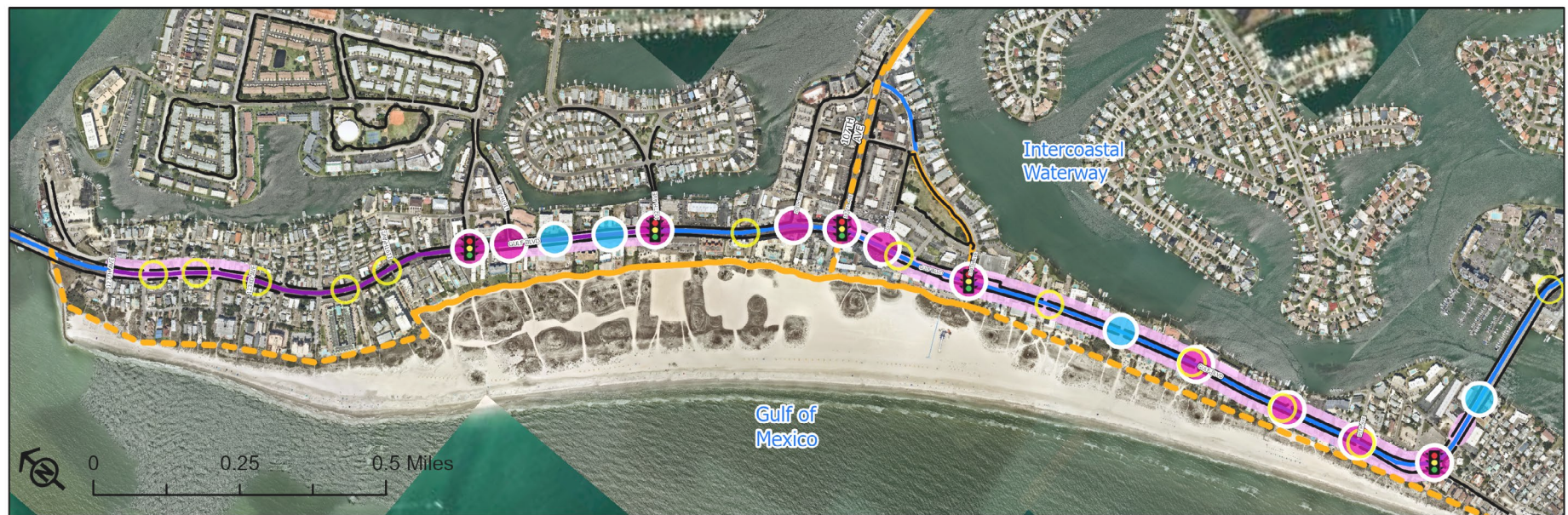
Timing of Recommendations

On-going	Short-term	Mid-term	Long-term
Continuous	1-3 Years	3-5 Years	6+ Years

Corridor-wide Recommendations

The corridor-wide recommendations to enhance the safety of the overall mobility network along Gulf Boulevard include additional mid-block crossings, intersection improvements, sidewalk improvements, and access management improvements, as depicted on the below map.

Corridor-wide Improvement Locations



Legend

Existing Crossings

- Mid-Block Crossings
- Signalized Intersection

Existing Bicycle Facilities

- Bike Lane
- Beach Trail
- Planned Trail
- Sharrows

Existing Pedestrian Facilities

- Sidewalks

Recommendations

- Intersection Improvements
- Potential Mid-Block Crossing Location
- Sidewalk/Access Management Improvements

Corridor-wide Recommendations

Corridor-wide Improvements List

Action No.	Improvement Type	Description	Responsible Parties	Phase
CW.01	Maintenance	Maintain vegetation and landscaping along corridor to prevent blocked signs and lighting	City of Treasure Island FDOT	On-going
CW.02	Curb Management	Coordinate with law enforcement to enforce no-loading/drops in the sidewalk and bicycle lanes	City of Treasure Island	On-going
CW.03	Access Management	Conduct an access management study throughout the corridor » Coordinate with new development/site plan review, and regrade grandfathered curb cuts » Refer to Appendix E for the access and driveway inventory completed as part of this project	FDOT	Short-term
CW.04	Signage	Add “Stop for Pedestrians” (R10-15a) signs at all signalized intersections	FDOT	Short-term
CW.05	Signage	Replace existing “Yield to Pedestrians” (R10-15) signs with “Stop for Pedestrians” (R10-15a) signs	FDOT	Short-term
CW.06	Signage	Upgrade all existing pedestrian crossing and advanced pedestrian crossing signs to fluorescent yellow-green and black	FDOT	Short-term
CW.07	Signal	Implement Leading Pedestrian Intervals (LPIs) for all signalized intersections on Gulf Boulevard	FDOT Pinellas County	Short-term
CW.08	Intersection and Crossings*	Improve ADA curb ramps at cross streets and intersections	City of Treasure Island FDOT	Short-term
CW.09	Crossings	Update markings at all mid-block crossings (except at 121st Street) to meet FDOT Design Manual Standards (FDM 203.6.1) Add stop bars and “Stop Here for Pedestrians” signs (R1-5b)	FDOT	Short-term
CW.10	Signage	Improve wayfinding signage • Refurbish all pedestrian crossing signs at signal intersections (lack of street names to cross, few street names are fading or not legible) • Add additional wayfinding signage to direct pedestrians, bicyclists, and vehicles to destinations, transit stops, and parking locations	City of Treasure Island FDOT	Short-term
CW.11	Regulatory	Consider updating land development standards to require adjacent property owners to provide remaining sidewalk width on private property if right-of-way is constrained	City of Treasure Island	Mid-term
CW.12	Crossings	Construct or conduct mid-block crossing studies at the identified locations	FDOT	Mid-term
CW.13	Roadway Design	Conduct a lane repurposing study to review feasibility of lane re-configuration in the South Segment per the preferred concept alternatives	FDOT	Mid-term
CW.14	Resiliency	Analyze potential drainage solutions and prioritize high crash intersections	City of Treasure Island FDOT	Mid-term

Preferred Concept Alternative Elements

The long-term, preferred concept alternatives incorporate key elements that not only improve safety but also improve walkability and the vibrancy of the Gulf Boulevard corridor. The preferred concept alternatives are intended to be visionary, long-term improvement options for the corridor. These elements include:

- Street Trees
- Protected Bicycle Lanes
- Protect Bicycle Intersections
- Mid-Block Crossings
- In-Roadway Warning Lights or “Flashing Crosswalks”
- Narrow Travel Lanes
- Lane Reconfiguration
- Access Management
- Other Considerations (Outside the right-of-way)

The following pages further describe the benefits of the concept alternative key elements.



Street Trees

Street trees reduce visibility along roads and make them feel more enclosed. That sense of enclosure makes drivers more aware of their speeds and more attentive while driving around curves. Street trees also form a protective barrier for pedestrians; a study in Orlando found that street trees reduced crashes by 45% along a roadway. Beyond reducing traffic crashes, street trees also reduce the temperature of roadways and sidewalks (up to 15 degrees), which reduces the risk of heat-related injuries and creates a more comfortable walking environment for pedestrians.





Buffered/Protected Bicycle Lanes

At speeds above 36 mph, a crash between bicyclists and cars is likely fatal. Bike lanes with protective buffers prevent drivers from easily swerving into bicyclists and reduce injuries. For example, roadways in Montreal with protected bike lanes had 28% fewer injuries over a 20-year period than nearby unseparated roadways. The separation also makes roadways more attractive to bikers of all ages. In the same Montreal study, protected bike lanes had almost three times the number of riders. A range of materials can be used to separate traffic and bikes, including flexible bollards, armadillo-shaped bumps, curbs, and planters.



Protected Bicycle Intersection

Curbs at intersections can be extended and connected to other buffered bike lanes so that right-turning bicyclists never have to cross vehicle traffic. The same area provides a dedicated space for bikes to queue during a stopped light and prevents bicyclists from being rear-ended by cars. Dedicated bike lane markings that extend through the intersection make bicyclists more visible to drivers. When bicyclists are more visible, drivers are more cautious; for example, a study in Portland, Oregon found that 15% more drivers slowed when crossing an intersection when a dedicated bike lane was added to it. The extended curb and sharper turn radii also make drivers turn more slowly and reduce speeding.





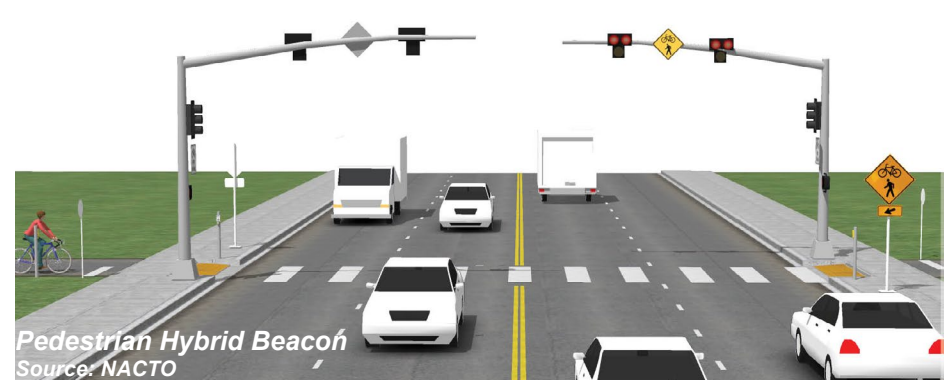
Mid-Block Crossings

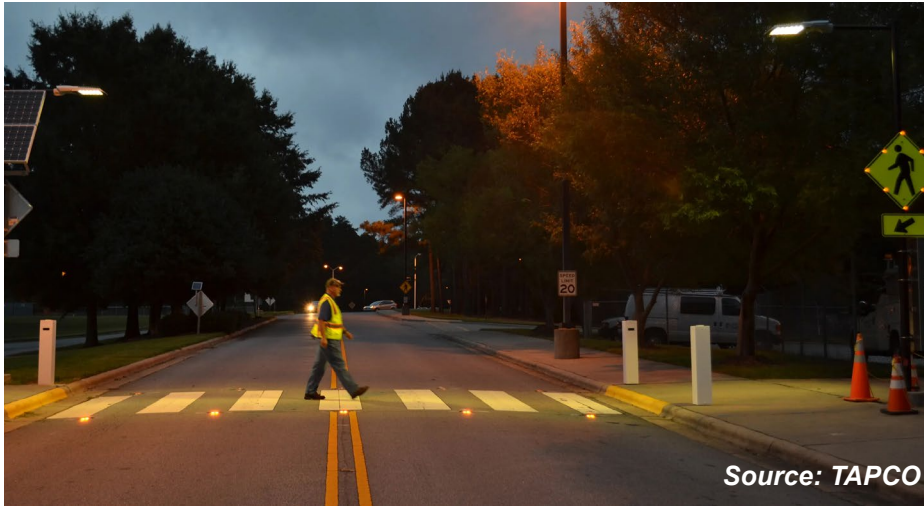
Most crashes between pedestrians and cars occur in between intersections because when intersections are spread far apart, pedestrians enter the flow of traffic at unsafe locations. Mid-block crossings give pedestrians a safe, dedicated place to cross and allow pedestrians to cross one flow of traffic at a time. Without a median, pedestrians may try to cross the roadway before both lanes of traffic are clear, which creates the potential for a crash. For drivers, medians cause them to be more attentive, especially when the median is enhanced with a Rectangular Rapid-Flashing Beacon (RRFB). The Federal Highway Administration (FHWA) says that mid-block crossings are a proven safety measure and can reduce pedestrian crashes by 56%.



Mid-Block Crossings (cont.)

At night, dark clothing can obscure crossing pedestrians. Additionally, headlights in oncoming traffic can blind drivers, increasing the potential for a crash at a crosswalk or intersection. Street lighting ahead of crosswalks has been a proven safety measure since the 1980s, but the FHWA says safety can be increased with pedestrian hybrid beacons (PHB) at mid-block locations. PHBs are triggered by a push-button and enter yellow to red sequence when activated to slow and stop traffic. Developed in Tucson, Arizona in the 1990s, PHBs have reduced pedestrian crashes by 69% on those roadways where they were installed. Note: PHBs are also called high intensity activated crosswalks (HAWKs).





Source: TAPCO

In-Roadway Warning Lights or “Flashing Crosswalks”

Another option to increase pedestrian safety in dark conditions is to install blinking lights in the roadway that alert drivers when pedestrians are crossing. In-roadway warning lights have the advantage over other types of flashers or signs because the lights flash only when a pedestrian is in the crosswalk, possibly making drivers more attentive than static warnings. In-roadway warning lights have demonstrated that they are effective at increasing the number of motorists that slow down when approaching the crosswalk (17-25%; Orlando, Florida) and increasing the number of drivers that yield to pedestrians in the crosswalk (17-40%; Los Angeles, California). The effectiveness of in-roadway warning lights on reducing pedestrian crashes is still being evaluated.



Source: LightGuard Systems

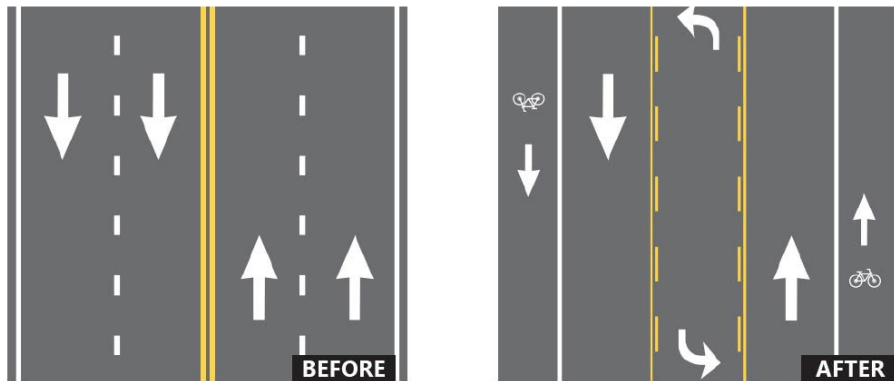
Gulf Boulevard Safety Study - Treasure Island



Access Management

Every driveway opening is potential source of conflict for drivers, pedestrians, and bicyclists. Where possible, curb cuts and driveway openings should be removed or consolidated to reduce potential crashes. Removing and consolidating driveway openings has the added benefit of making traffic flow more predictably and reducing congestion. Drivers unpredictably entering roadways leads to increased crashes; FHWA’s guidance on access management shows that every additional five driveways per roadway mile increases crashes by 10%.





Source: FHWA

Lane Reconfiguration

Four-lane roadways without a turning lane are the most dangerous roadway configurations. Drivers waiting to turn in the left lane come into conflict with drivers speeding up and using the lane to pass other drivers. Drivers waiting to turn also slow traffic and cause lane jockeying and additional accidents from drivers switching lanes. In Orlando, reducing the number of lanes and adding a dedicated turning lane reduced injuries by 68%. At least 16 cities from Oakland, California to Duluth, Minnesota have demonstrated that the slowing impact of a left-turning vehicle is so great that when a lane was eliminated and a turning lane was added, the daily car volume stayed the same in all the cities.



Narrow Travel Lanes

Wider lanes intuitively trigger drivers to speed. When lanes on urban roadways have the same lane width as highways, drivers treat the roadways like highways. Even minor speeding can be fatal to pedestrians – crashes with cars moving faster than 36 mph are likely fatal and cars moving faster than 25 mph likely lead to severe injury. Therefore, 10-foot lanes are the standard lane width recommended by national organizations like the Institute of Transportation Engineers (ITE) and the National Association of City Transportation Officials (NACTO) for roadways with a speed limit below 45 mph. 10-foot lanes are wide enough for buses too because most buses are 8.5 feet wide.





Other Considerations: Off-Street Parking and Building Frontages

Like excess driveway openings, parking in the front of businesses creates a potential source of conflict between pedestrians and cars on the sidewalk. Parking in the front of buildings, especially a narrow parking lot, makes exiting the parking lot onto a moving roadway more dangerous; drivers have little space to back up or maneuver without potentially hitting a car. Parking behind or the on the side of building can aid traffic flow as well.

People are encouraged to walk when the built environment is useful, safe, comfortable, and interesting. Orienting buildings, instead of parking, adjacent to the sidewalk creates a more interesting and unique walk which may also provide shade to the sidewalk. Hidden, side, or rear parking enhances the appeal and vitality of a street.



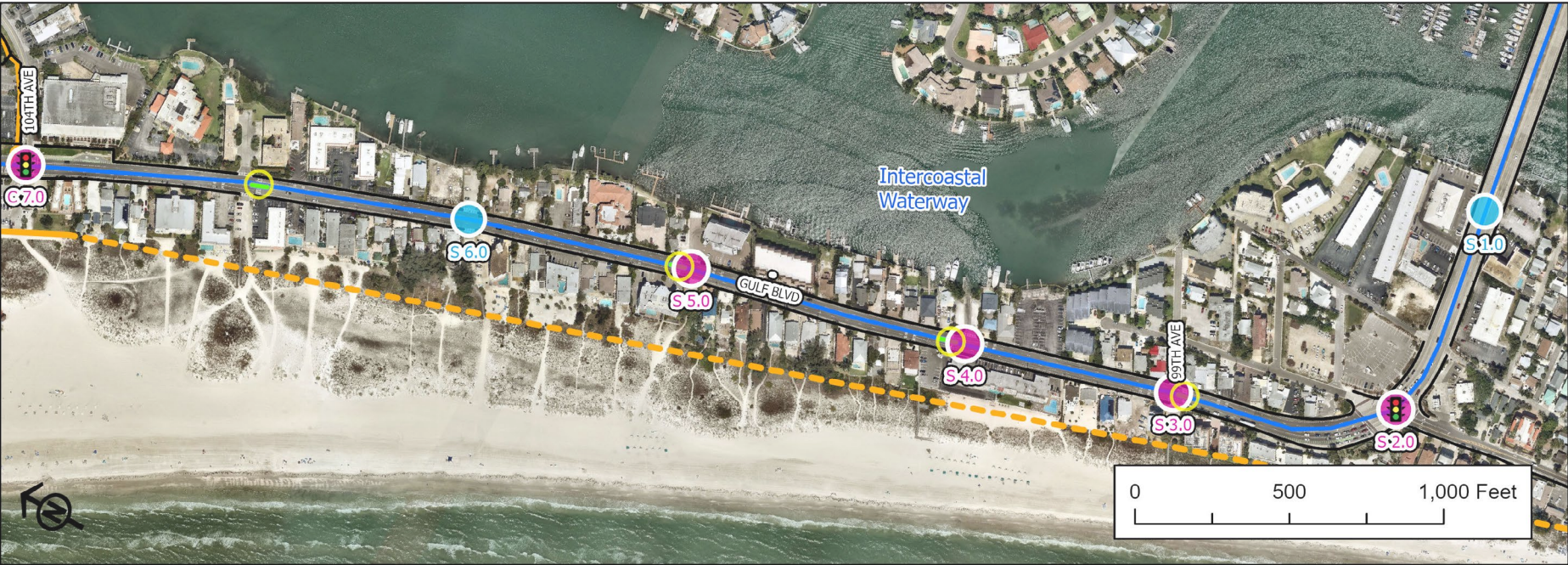
Segment Recommendations

The following pages outline specific recommendations to improve safety within the three corridor segments as well as the long-term vision for the segment. The recommendations comply with FDOT standards and also utilize the Forward Pinellas Engineering Countermeasures toolbox. Intersection improvements and potential mid-block crossing are labeled from 1-16 and summarized in a table after each segment. **Appendix C** includes a detailed view of each intersection and identifies the location of the safety recommendations.

South Segment: Short- and Mid-Term Improvements

1st Street East/West Gulf Boulevard to 104th Avenue

South Segment Improvement Locations



Legend	Existing Bicycle Facilities	Existing Pedestrian Facilities	Recommendations
<u>Existing Crossing and Medians</u>	— Bike Lane	— Sidewalks	● Intersection Improvements
○ Mid-Block Crossings	— Beach Trail		● Potential Mid-Block Crossing Location
⬇ Signalized Intersection	- - - Planned Trail		
— Existing Median	— Sharrows		

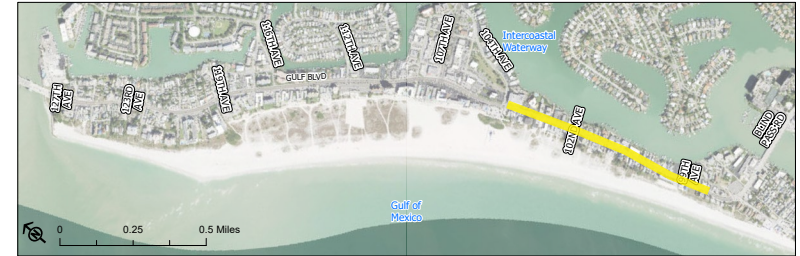
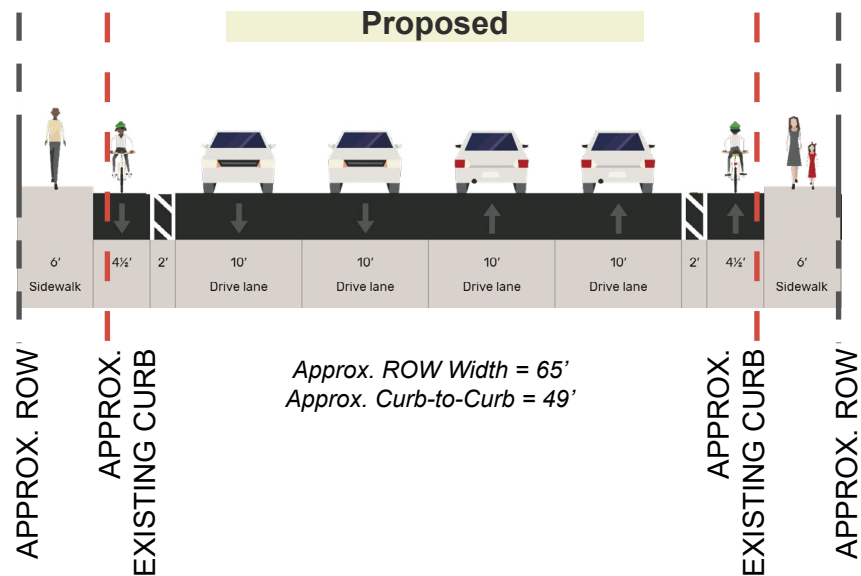
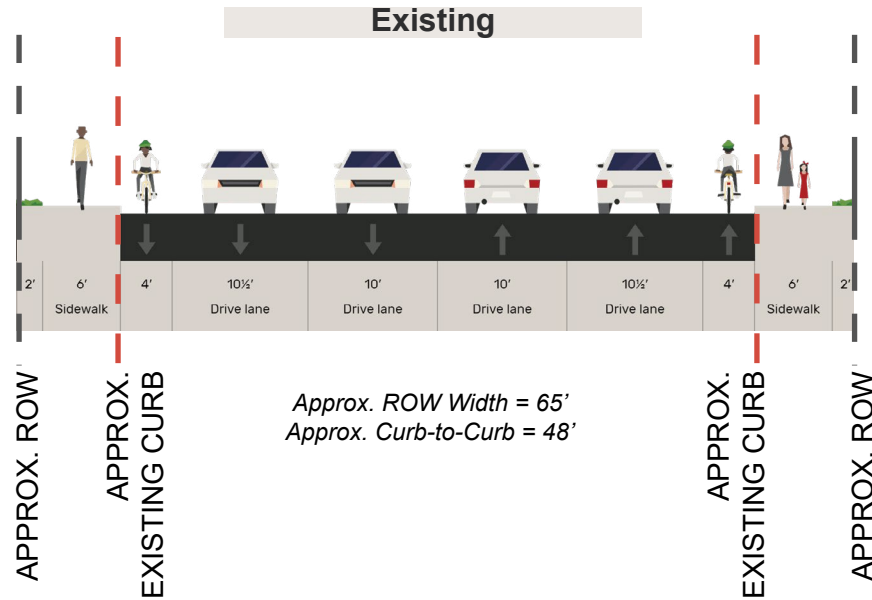
South Segment Improvements List

Action No.	Improvement Description	Responsible Parties	Phase
S 1.0	Mid-Block Crossing: 9610 Gulf Boulevard		
	Construct mid-block crossing with Pedestrian Hybrid Beacon (PHB) per the FDOT mid-block crossing design guidelines	FDOT	Mid-term
S 2.0	Intersection: West Gulf Boulevard & Gulf Boulevard		
	Trim vegetation that is blocking signage	FDOT, City	On-going
	Add "Curve Ahead" (W1-2) signs	FDOT	Short-term
	Replace "Yield to Pedestrians" (R10-15) with "Stop for Pedestrians" (R10-15a) signs	FDOT	Short-term
	Add green bike lane paint on each side of intersection and through intersection	FDOT	Short-term
	Relocate audible pedestrian actuators to be the required distance apart (10 ft.)	FDOT	Short-term
	Reduce SE curb radii with pavement marking and Raised Pavement Markers (RPMs) according to FDM 212.12.3	FDOT	Short-term
	Implement Leading Pedestrian Intervals (LPIs)	FDOT, County	Short-term
	Implement Gulf Boulevard and West Gulf Boulevard (1st Street E) Conceptual Plan developed by FDOT (full Plan included in Appendix F):		
	- Add "Chevron Alignment" (W1-8) signs - Add bike lane skip markings through intersection - Add hardened centerlines on the west and east sides of the intersection - Restripe crosswalks with high-emphasis crosswalks - Install additional roadway lighting - Install delineators for channelizing SE bound right-turn lane - Build pedestrian refuge island at SE corner	FDOT	Short-term to mid-term
S 3.0	Intersection: 99th Avenue & Gulf Boulevard		
	Declutter signage at the mid-block crossing	FDOT, City	Short-term
	Update markings to meet FDOT Design Manual Standards (FDM 203.6.1). Add stop bars and "Stop Here for Pedestrians" signs (R1-5b)	FDOT	Short-term
	Improve sidewalks and drainage to meet ADA requirements	FDOT, City	Mid-term
	Improve lighting at mid-block crossing so the light fixture is ahead of the crosswalk	FDOT	Mid-term
S 4.0	Intersection: 100th Avenue & Gulf Boulevard		
	Replace existing stop sign with right-size stop sign that meets current standards at NE corner	City	Short-term
	Update markings to meet FDOT Design Manual Standards (FDM 203.6.1). Add stop bars and "Stop Here for Pedestrians" signs (R1-5b)	FDOT	Short-term
	Address standing water/flooding issues on the west sidewalk	FDOT, City	Mid-term
	Improve or add lighting at mid-block crossing so the light fixture is ahead of the crosswalk	FDOT	Mid-term

South Segment Improvements List

Action No.	Improvement Description	Responsible Parties	Phase
S 5.0	Intersection: 101st Avenue & Gulf Boulevard		
	Update markings to meet FDOT Design Manual Standards (FDM 203.6.1) Add stop bars and “Stop Here for Pedestrians” signs (R1-5b)	FDOT	Short-term
	Address standing water/flooding issues on the west sidewalk	FDOT, City	Mid-term
	Improve lighting at mid-block crossing (southbound lanes) so the light fixture is ahead of the crosswalk	FDOT	Mid-term
S 6.0	Mid-block Crossing: 102nd Avenue & Gulf Boulevard		
	Conduct mid-block crossing study near existing transit stop at 102nd Avenue	FDOT	Mid-term

South Segment: Preferred Concept Alternative (Long-Term Improvement)



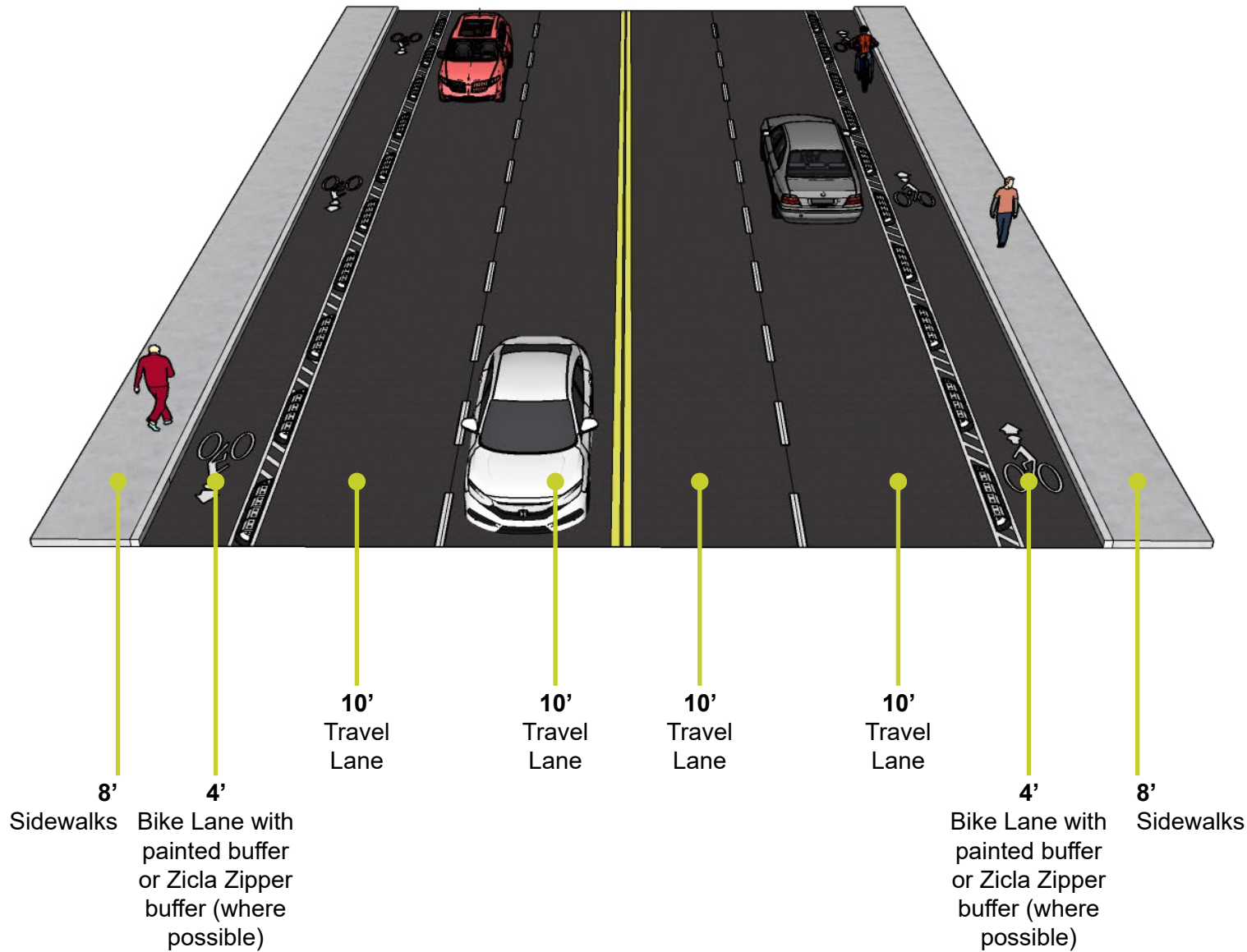
SOUTH SEGMENT: LONG-TERM IMPROVEMENTS

Elements	• 4 travel lanes • 4' Buffered bike lanes • 6' Sidewalks
Pros	• Utilizes existing facilities • Buffered bike lanes
Cons	• No center turn lane • Narrow bike lanes

Additional Considerations:

- Concept alternatives do not account for potential impacts to existing utilities, drainage, driveways, and landscaping, or right-of-way encroachment.
- Proposed roadway design will maintain necessary driveway access.
- Bike lane buffer may include Zicla Zippers or a more cost effective improvement such as paint or flex posts.

Preferred South Segment Alternative: 1st Street East/West Gulf Boulevard to 104th Avenue



Preferred South Segment Alternative: Street View



Preferred South Segment Alternative: Aerial View





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Central Segment: Short- and Mid-Term Improvements

104th Avenue to 112th Avenue

Central Segment Improvement Locations



Legend	Existing Bicycle Facilities	Existing Pedestrian Facilities	Recommendations
<u>Existing Crossing and Medians</u>	— Bike Lane	— Sidewalks	● Intersection Improvements
○ Mid-Block Crossings	— Beach Trail		● Potential Mid-Block Crossing Location
Signalized Intersection	- - - Planned Trail		— Potential Median Location
— Existing Median	— Sharrows		

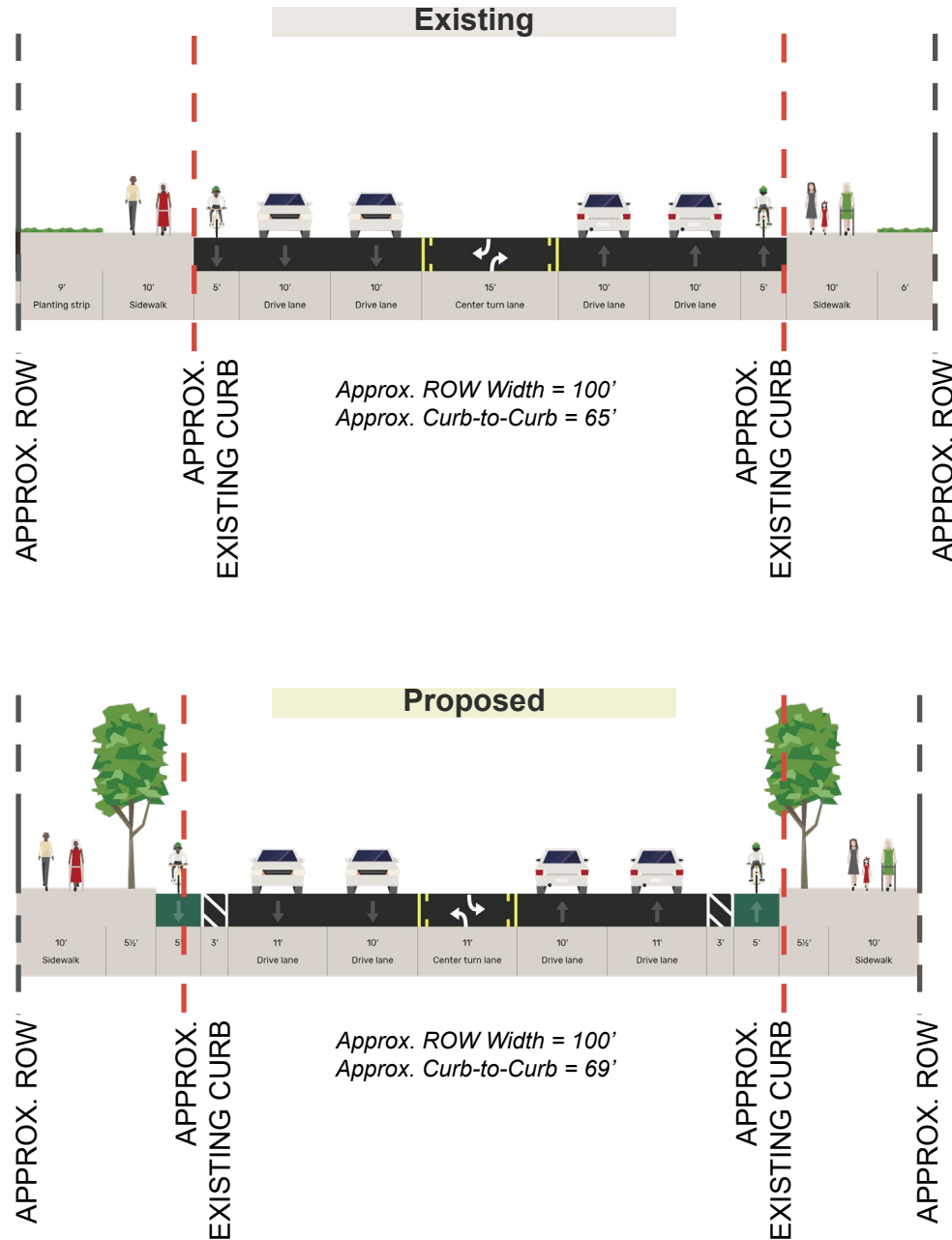
Central Segment Improvements List

Action No.	Improvement Description	Responsible Parties	Phase
C 7.0	Intersection: 104th Avenue & Gulf Boulevard		
	Coordinate intersection improvements with the lane rebalancing, streetscape improvements, and sidewalk enhancements in the Downtown Traffic and Mobility Plan	FDOT, County, City	On-going
	Remove old signage (W11-2)	FDOT	Short-term
	Realign north crosswalk to shorten crossing distance	FDOT	Short-term
	Implement LPIs	FDOT, County	Short-term
	Implement automated push buttons (passive detection)	FDOT	Short-term
	Reduce NE and SE curb radii with pavement marking and RPMs according to FDOT Design Manual Standards (FDM 212.12.3)	FDOT	Mid-term
	Investigate reconstructing stormwater inlet at NE corner	FDOT	Mid-term
C 8.0	Intersection: 106th Avenue & Gulf Boulevard		
	Coordinate intersection improvements with the sidewalk enhancements and Complete Street suggestions in the Downtown Traffic and Mobility Plan	FDOT, County, City	On-going
C 9.0	Intersection: 107th Avenue & Gulf Boulevard		
	Coordinate intersection improvements with the lane reductions, streetscape improvements, and Complete Street suggestions in the Downtown Traffic and Mobility Plan	FDOT, County, City	On-going
	Trim vegetation from blocking signage and signals	FDOT, City	On-going
	Restripe crosswalks	FDOT	Short-term
	Add green bike lane paint in the skip lanes	FDOT	Short-term
	Add bike lane skip markings on southbound bike lanes	FDOT	Short-term
	Fix pedestrian actuator button on NE corner to cross 107th Avenue	FDOT	Short-term
	Implement automated actuator buttons (passive detection)	FDOT	Short-term
	Add Stop For Pedestrians (R10-15a) signage	FDOT	Short-term
	Implement LPIs	FDOT, County	Short-term
	Reduce NE and SE curb radii with pavement marking and RPMs according to FDOT Design Manual Standards (FDM 212.12.3)	FDOT	Mid-term
	Consider adding pedestrian refuge islands on north and east crosswalks	FDOT	Mid-term
	Evaluate signal phase re-timing and new signal cabinet with crosswalk implementation	FDOT	Mid-term

Central Segment Improvements List

Action No.	Improvement Description	Responsible Parties	Phase
C 10.0	Intersection: 108th Avenue & Gulf Boulevard		
	Restripe crosswalk at 108th Avenue	FDOT	Short-term
	Add "Stop for Pedestrians" (R10-15a) signs	FDOT	Short-term
	Examine access management at Shell (10801 Gulf Boulevard) driveway	FDOT	Short-term
	Update/add lighting to better light the crosswalk at 108th Avenue	FDOT, City	Mid-term
	Delineate left turn lane at 107th	FDOT	Mid-term
	Reduce SE curb radii with pavement marking and RPMs according to FDOT Design Manual Standards (FDM 212.12.3)	FDOT	Mid-term
	Construct a dual directional median opening	FDOT	Mid-term
	Conduct an Intersection Control Evaluation (ICE) evaluation and signal warrant analysis	FDOT	Mid-term to Long-term

Central Segment: Preferred Concept Alternative (Long-Term Improvement)



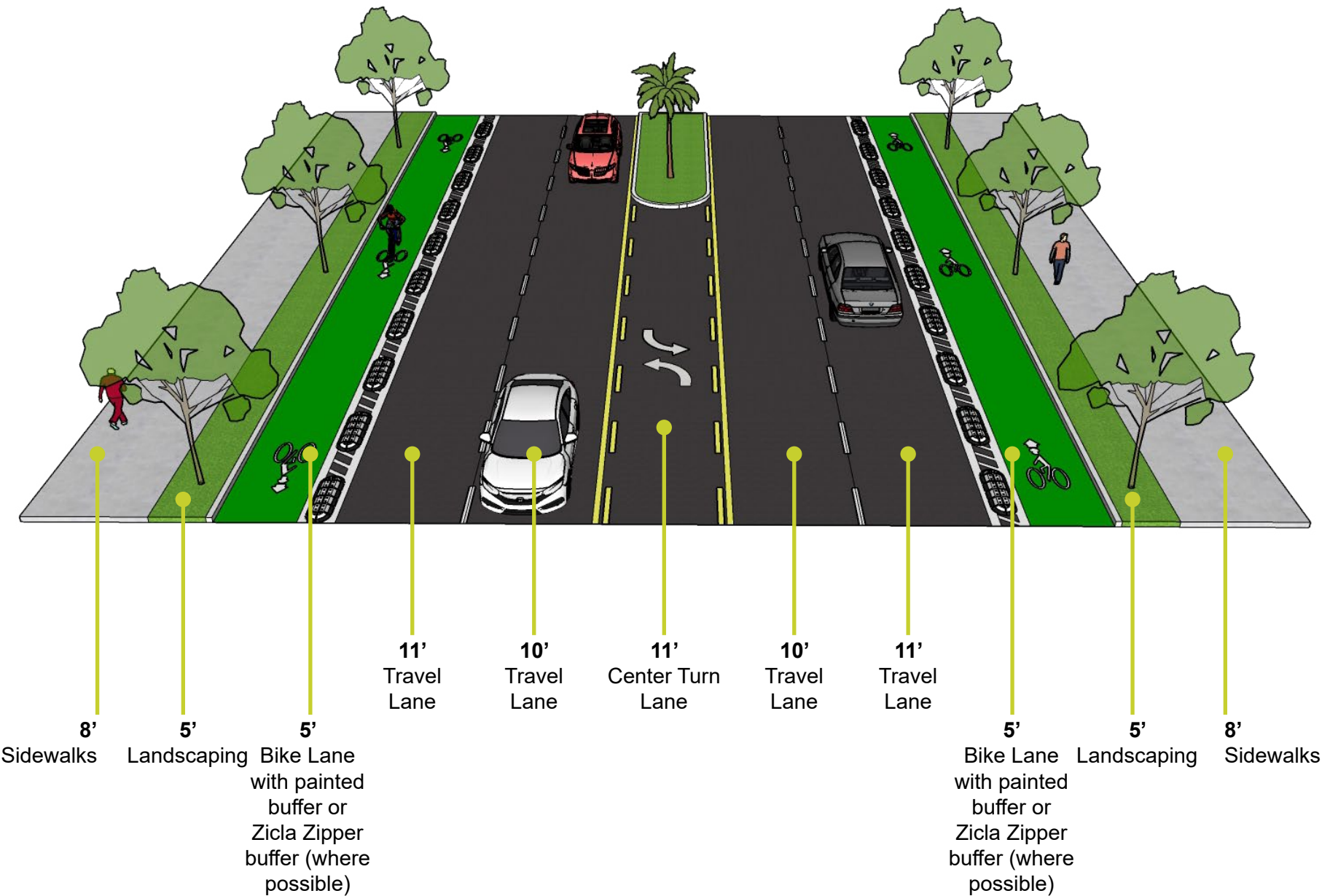
CENTRAL SEGMENT: LONG-TERM IMPROVEMENTS

Elements	• 4 travel lanes • Restripe roadway • 11' Center turn lane • Intermittent landscaped medians • 6' Buffered bike lane • 5' Landscape buffer • 10' Sidewalks
Pros	• Protected bike facilities • Landscaping and shade trees on both sides • Median landscaping • Wide, curbed sidewalks
Cons	• Higher costs • Impacts to existing landscaping • Potential impacts to adjacent off-street parking

Additional Considerations:

- Concept alternatives do not account for potential impacts to existing utilities, drainage, driveways, and landscaping, or right-of-way encroachment.
- Proposed roadway design will maintain necessary driveway access.
- Bike lane buffer may include Zicla Zippers, planters, concrete or a more cost effective improvement such as paint or flex posts.

Preferred Central Segment Alternative: 104th Avenue to 112th Avenue



Preferred Central Segment Alternative: Street View



Preferred Central Segment Alternative: Aerial View





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North Segment Improvements: Short- and Mid-Term Improvements

112th Avenue to John's Pass

North Segment Improvement Locations

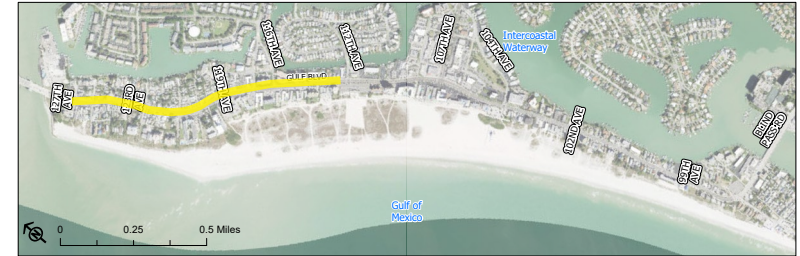
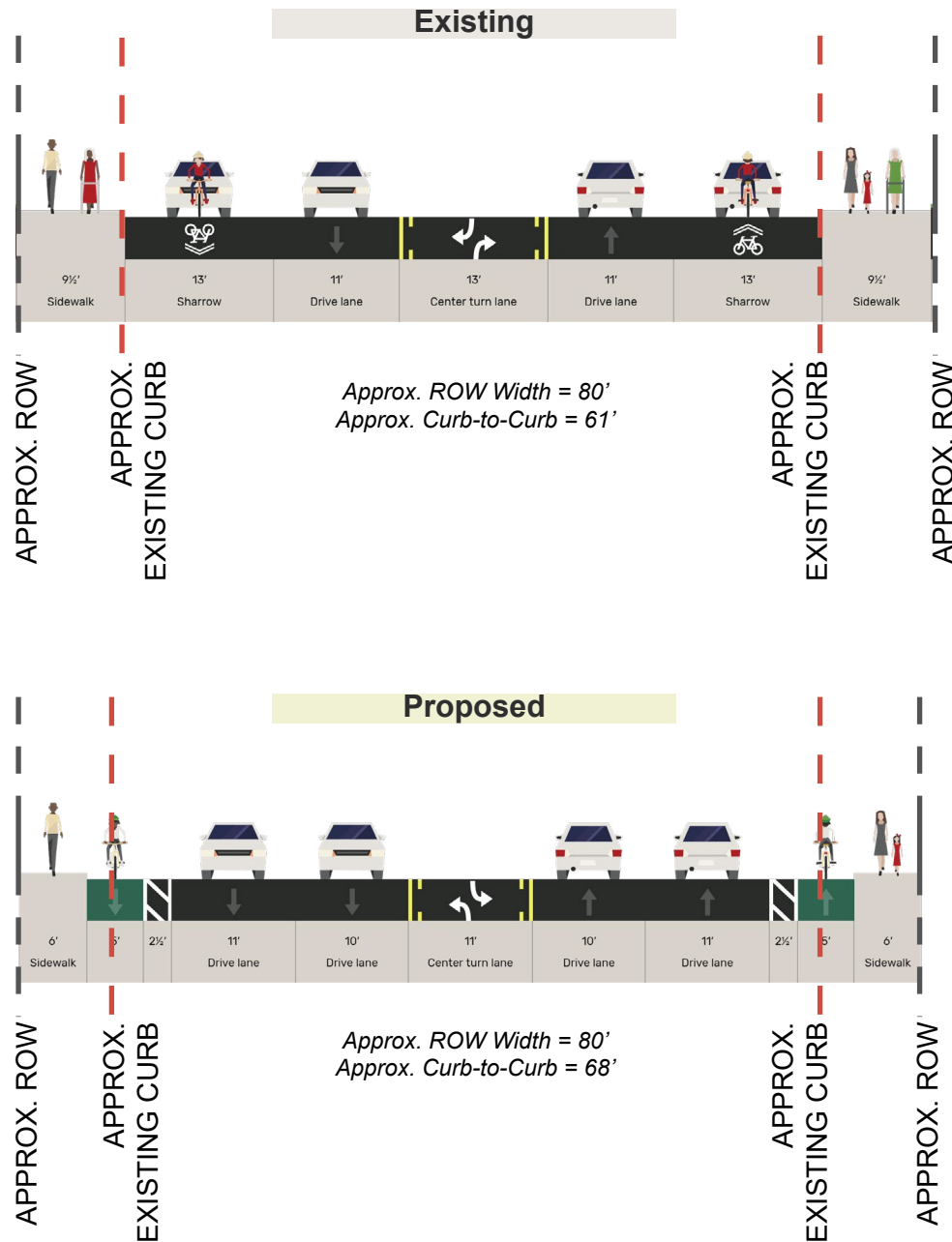


Legend	Existing Bicycle Facilities	Existing Pedestrian Facilities	Recommendations
Existing Crossing and Medians	— Bike Lane	— Sidewalks	● Intersection Improvements
○ Mid-Block Crossings	— Beach Trail		● Potential Mid-Block Crossing Location
🚦 Signalized Intersection	— Planned Trail		— Potential Median Location
— Existing Median	— Sharrows		

North Segment Improvements List

Action No.	Improvement Description	Responsible Parties	Phase
N 11.0	Intersection: 112th Avenue & Gulf Boulevard		
	Maintain and trim landscaping so it doesn't block signage and lighting	FDOT, City	On-going
	Straighten north crosswalk to reduce crossing distance	FDOT	Short-term
	Restripe all crosswalks	FDOT	Short-term
	Reduce curb radii at NE and SE corner with pavement marking and RPMs according to FDOT Design Manual Standards (FDM 212.12.3)	FDOT	Mid-term
	Reconstruct NW and SW curb ramps to provide wider access to meet ADA requirements	FDOT	Mid-term
N 12.0	Mid-block Crossing: 11320 Gulf Boulevard		
	Conduct a mid-block crossing study near Tahitian Resort (11320 Gulf Boulevard, north of this intersection)	FDOT	Mid-term
N 13.0	Mid-block Crossing: 11525 Gulf Boulevard		
	Conduct a mid-block crossing study approximately 400 ft. south of 116th Avenue	FDOT	Mid-term
N 14.0	Intersection: 116th Avenue & Gulf Boulevard		
	Add advance intersection signage for one-way access at 116th	FDOT	Short-term
	Repaint crosswalk on 116th Avenue	FDOT	Short-term
	Reduce curb radii at SE corner of 116th Avenue with pavement marking and RPMs according to FDM 212.12.3	FDOT	Mid-term
	Examine access management at Jamaican on the Gulf (11660 Gulf Boulevard) to allow for median/direction left turn into 116th Avenue (southbound lane)	FDOT	Mid-term
N 15.0	Intersection: 117th Avenue & Gulf Boulevard		
	Add advance intersection signage for one-way access at 117th	FDOT	Short-term
	Implement split phasing for 117th Avenue and driveway from Tropic Terrace (11730 Gulf Boulevard)	FDOT	Short-term

North Segment: Preferred Concept Alternative (Long-Term Improvement)



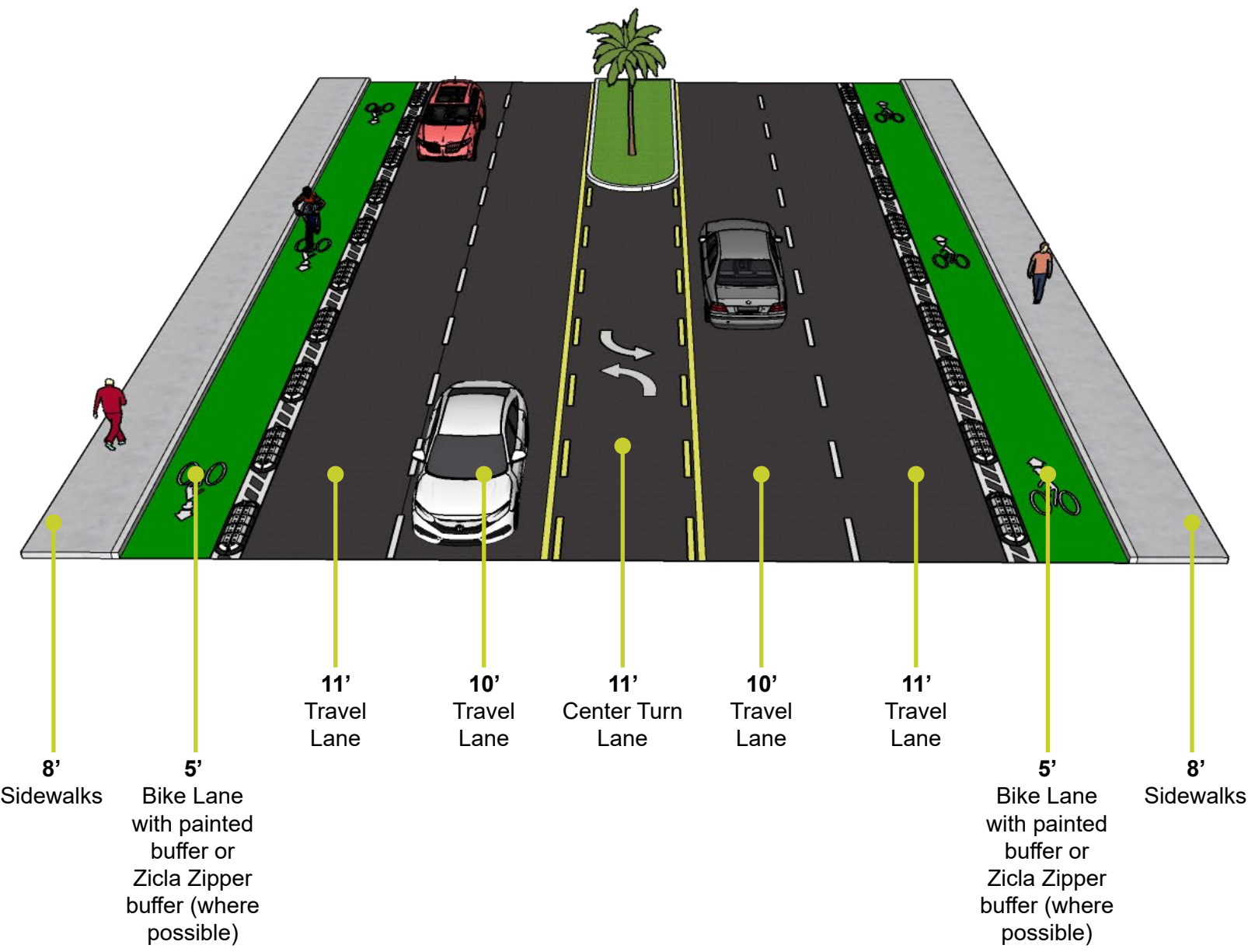
NORTH SEGMENT: LONG-TERM IMPROVEMENTS

Elements	• 4 Travel lanes • 11' Center turn lane • Intermittent landscaped medians • 6' Buffered bike lane • 6' Sidewalks
Pros	• Protected bike facilities • Median landscaping
Cons	• Narrow sidewalks • Potential impacts to existing landscaping • Potential impacts to adjacent off-street parking

Additional Considerations:

- Concept alternatives do not account for potential impacts to existing utilities, drainage, driveways, and landscaping, or right-of-way encroachment.
- Proposed roadway design will maintain necessary driveway access.
- Bike lane buffer may include Zicla Zippers, planters, concrete, or a more cost effective improvement such as paint or flex posts.

Preferred North Segment Alternative: 112th Avenue to John's Pass



Preferred North Segment Alternative: Street View



Preferred North Segment Alternative: Aerial View





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SECTION 5:

IMPLEMENTATION

AND NEXT STEPS

IMPLEMENTATION

This section summarizes the next steps, implementation for the preferred concept alternatives, and funding opportunities for implementing a safer Gulf Boulevard.

Next Steps

- Collaborate with Forward Pinellas and FDOT to prioritize improvements and conduct a feasibility study, and a Project Development and Environmental (PD&E) study if needed, on the preferred alternatives for each segment
- Incorporate top priorities into the municipal budget and state budgets
- Accomplish “quick wins” or short-term safety improvements
- Support education campaigns, programs, and partnerships to raise awareness on improvements and use of pedestrian and bicycle safety countermeasures
- Seek funding to support the implementation of recommended improvements

Preferred Alternatives Implementation Guide

The following pages outline considerations and guidance to support the implementation of the preferred alternative for each of the three corridor segments. Following this section are funding opportunities that the City and FDOT can apply for to support the implementation of safety countermeasures along Gulf Boulevard.



Purpose and Needs Statement

The primary purpose of this project is to assess safety on this corridor for all road users for area residents and visitors considering context-sensitive design (opportunities and limitations). Secondary purposes for undertaking this project include envisioning potential connectivity for all modes of travel including micromobility improvements and enhancing the roadside aesthetic to create a unifying design theme.

The need for these improvements is supported by high volumes of pedestrian and bicyclist traffic, including hazardous mid-block crossing behavior, high volumes of vehicular traffic, and frequent hit fixed object and rear end crashes. One pedestrian fatality has occurred in this segment. The proposed improvements address these issues by buffering bike facilities.

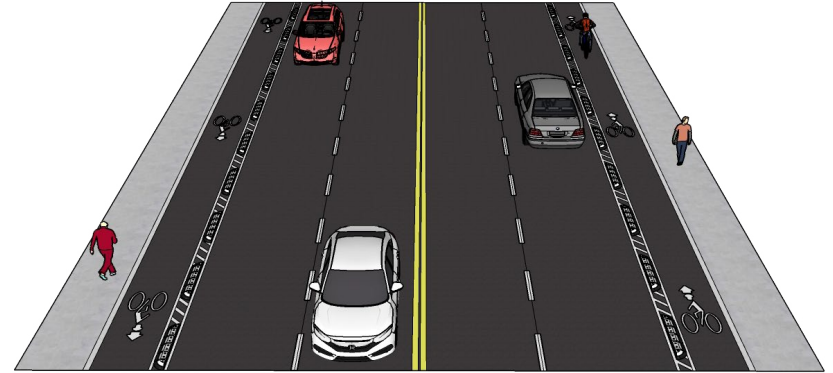
Project Phasing

A PD&E study will likely not be required for this project, and improvements are expected to take place entirely within the existing right-of-way. Federal funding sources may require a PD&E study.

The City and FDOT can work towards implementing the short-term recommendations described on pages 55-56.

PLANNING LEVEL COSTS*	
Improvement	Estimated Cost
Reconfigure and Restripe Roadway (includes demolition and bike lane)	\$1,000,000
Mid-Block Crossings (6 RRFB installations)	\$361,000
Zicla Zippers (for protected bike lane)	\$1,364,000
New Sidewalk (demolition and construction)	\$847,000 - \$1,287,000
Medians (demolition and construction)	\$13,000
Subtotal	\$3,585,000 - \$4,025,000
Design (15%) and Contingency (20%)	\$1,070,000 - \$1,224,000
TOTAL	\$4,655,000 - \$5,249,000

SOUTH SEGMENT: CITY LIMITS TO 104TH AVENUE Project Implementation - Alternate 2 Segment Length: 1.0 mi



Design Considerations

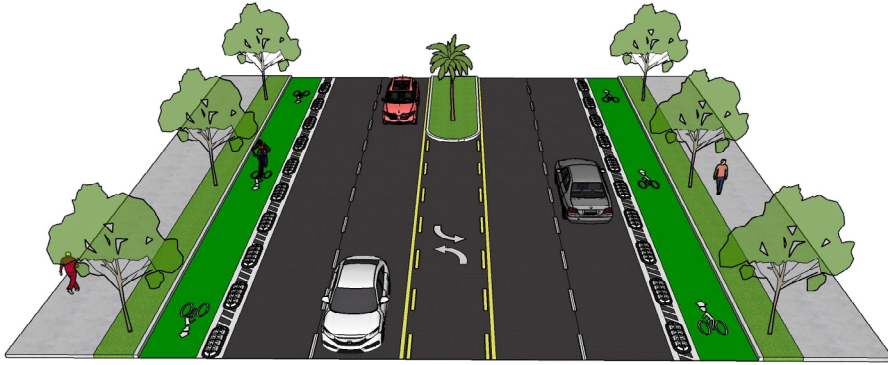
- Existing sidewalks to be improved by adding raised concrete curb
- Bike facility enhancements by buffering existing bike lanes with Zicla Zippers or similar infrastructure
- Multiple parcels with multiple access points to Gulf Boulevard

**Planning level costs, developed in 2023, do not include: right-of-way acquisition, utility relocation, or potential impacts to existing utilities, drainage, driveways, and private landscaping. The engineer has no control over the cost of labor, materials, equipment, or over the contractor's methods of determining prices or over competitive bidding or market conditions. Planning level costs provided herein are based on the information known to engineer at this time and represent only the engineer's judgment as a design professional familiar with the construction industry. The engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*

CENTRAL SEGMENT: 104TH AVENUE TO 112TH AVENUE

Project Implementation

Segment Length: 0.6 mi



Design Considerations

- Existing sidewalks are flush with travel lane in sections
- Bike facility enhancements by widening and buffering existing bike lanes and raising visibility by painting lanes green
- Bike facility enhancements by buffering existing bike lanes with Zicla Zippers or similar infrastructure
- Pedestrian facility enhancements by widening existing sidewalks
- Multiple parcels with multiple access points to Gulf Boulevard
- Placement of trees to provide shading and beautification

**Planning level costs, developed in 2023, do not include: right-of-way acquisition, utility relocation, or potential impacts to existing utilities, drainage, driveways, and private landscaping. The engineer has no control over the cost of labor, materials, equipment, or over the contractor's methods of determining prices or over competitive bidding or market conditions. Planning level costs provided herein are based on the information known to engineer at this time and represent only the engineer's judgment as a design professional familiar with the construction industry. The engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*

Purpose and Needs Statement

The primary purpose of this project is to assess safety on this corridor for all road users for area residents and visitors considering context sensitive design (opportunities and limitations). Secondary purposes for undertaking this project include envisioning potential connectivity for all modes of travel including micromobility improvements and enhancing the roadside aesthetic to create a unifying design theme.

The need for these improvements is supported by high volumes of pedestrian and bicyclist traffic, including hazardous mid-block crossing behavior, high volumes of vehicular traffic, and frequent rear end and sideswipe crashes. The proposed improvements address these issues by widening bike and pedestrian facilities, implementing intermittent landscaped medians, and creating landscape buffers which will create opportunities for place-making.

Project Phasing

A PD&E study will likely not be required for this project, and improvements are expected to take place entirely within the existing right-of-way. Federal funding sources may require a PD&E study.

The City and FDOT can work towards implementing the short-term recommendations described on pages 63-64.

PLANNING LEVEL COSTS*	
Improvement	Estimated Cost
Reconfigure and Restripe Roadway (includes demolition and bike lane)	\$1,101,000
Mid-Block Crossings (2 RRFB installations)	\$120,000
Zicla Zippers (for protected bike lane)	\$744,000
New Sidewalk (demolition and construction)	\$1,017,000
Medians and Landscaping (demolition and construction)	\$463,000
Subtotal	\$3,445,000
Design (15%) and Contingency (20%)	\$1,046,000
TOTAL	\$4,491,000

Purpose and Needs Statement

The primary purpose of this project is to assess safety on this corridor for all road users for area residents and visitors considering context sensitive design (opportunities and limitations). Secondary purposes for undertaking this project include envisioning potential connectivity for all modes of travel including micromobility improvements and enhancing the roadside aesthetic to create a unifying design theme.

The need for these improvements is supported by high volumes of pedestrian and bicyclist traffic, including hazardous mid-block crossing behavior, high volumes of vehicular traffic, and frequent rear end and sideswipe crashes. The proposed improvements address these issues by widening bike and pedestrian facilities and implementing intermittent landscape medians.

Project Phasing

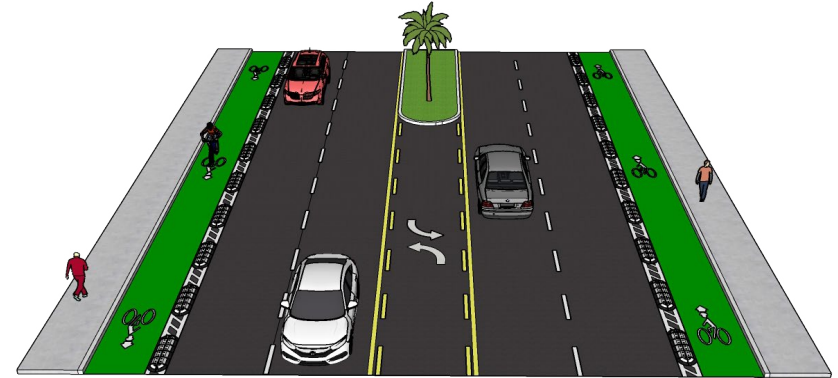
A PD&E study will likely not be required for this project, and improvements are expected to take place entirely within the existing right-of-way. Federal funding sources may require a PD&E study.

The City and FDOT can work towards implementing the short-term recommendations described on page 71.

PLANNING LEVEL COSTS*	
Improvement	Estimated Cost
Reconfigure and Restripe Roadway (includes demolition and bike lane)	\$1,689,000
Mid-Block Crossings (7 RRFB installations)	\$421,000
Zicla Zippers (for protected bike lane)	\$1,141,000
New Sidewalk (demolition and construction)	\$1,205,000
Medians and Landscaping (demolition and construction)	\$238,000
Subtotal	\$4,694,000
Design (15%) and Contingency (20%)	\$1,397,000
TOTAL	\$6,091,000

NORTH SEGMENT: JOHN'S PASS TO 112TH AVENUE

Project Implementation
Segment Length: 0.9 mi



Design Considerations

- Existing sidewalks are flush with travel lane in sections
- Bike facility enhancements by widening and buffering existing bike lanes and raising visibility by painting lanes green
- Bike facility enhancements by buffering existing bike lanes with Zicla Zippers or similar infrastructure
- Pedestrian facility enhancements by widening existing sidewalks
- Multiple parcels with multiple access points to Gulf Blvd
- Implementing landscape medians to create a sense place and reduce speeds
- A landscape buffer could be included in the design with narrower sidewalks and bike lanes (not included in Planning Level costs)

**Planning level costs, developed in 2023, do not include: right-of-way acquisition, utility relocation, or potential impacts to existing utilities, drainage, driveways, and private landscaping. The engineer has no control over the cost of labor, materials, equipment, or over the contractor's methods of determining prices or over competitive bidding or market conditions. Planning level costs provided herein are based on the information known to engineer at this time and represent only the engineer's judgment as a design professional familiar with the construction industry. The engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*

Funding Opportunities

Funding for the preferred alternatives and other recommended improvements may come from sources outside of City funds, such as local, state, and federal grants. The below table provides a list of grant opportunities that the City of Treasure Island can apply for to partially fund the recommended improvements.

Grant Name	Agency/Organization	Applicable Projects	Maximum Request and Required Match
AARP Community Challenge	American Association of Retired Persons (AARP)	• “Quick action” projects that achieve one or more of the below outcomes: ◦ Create vibrant public places that improve open spaces, parks and access to other amenities ◦ Deliver a range of transportation and mobility options ◦ Ensure a focus on Diversity, Equity and Inclusion while improving the built and social environment of a community ◦ Increase civic engagement	Max. Request: \$50,000 Matching Basis: None
Beautification Program	Florida Department of Transportation (FDOT)	• Purchase and installation of plant materials, soil amendments, and irrigation systems on FDOT right-of-ways (may extend onto publicly-owned property that is continuous to FDOT right-of-way in some instances)	Max. Request: \$100,000 Matching Basis: 50/50
Complete Streets Grant Funding	Forward Pinellas	• Development of Complete Streets concept plans that will be a catalyst for transformational change • Construction of improvements that accommodate multiple modes of travel	Max. Request: \$100,000 for concept plans and \$1.0M for construction projects Matching Basis: Local match recommended, but not required
Florida Recreation Development Assistance Program (FRDAP)	Florida Department of Environmental Protection (FDEP)	• Acquisition or development of land for public outdoor recreational areas and facilities, including recreational trails	Max. Request: \$200,000 Matching Basis: Project Cost of \$50,000 or less: 100/0 \$50,001-150,000: 75/25 Over \$150,000: 50/50
Healthy Streets Program	U.S. Department of Transportation	• Expand tree cover by purchasing and planting trees, site preparation, ongoing maintenance, and repairing of storm damage to trees • Deploy smart surfaces, such as reflective pavement in urban heat islands and porous pavement in flood prone areas, to improve air quality, reduce the summer heat, and reduce stormwater run-off	Max. Request: \$15M Matching Basis: 80/20 unless applicant can prove a hardship
Land and Water Conservation Fund	FDEP	• Acquisition or development of land for public outdoor recreational areas and facilities, including recreational trails	Max. Request: \$1.5M Matching Basis: 50/50

Grant Name	Agency/Organization	Applicable Projects	Maximum Request and Required Match
Multimodal Transportation Priority Projects	Forward Pinellas and FDOT	- Roadway capacity, intersection, and/or operational improvements - Transit infrastructure enhancements and expansions - Improvements that provide greater transit access or safety for resident of low-income and disadvantaged communities - Technological investments that improve mobility, such as Intelligent Transportation Systems, transit signal priority, and technology applications for transportation micromobility	Max. Request: None (minimum \$300,000) Matching Basis: None
Our Town Program	National Endowment for the Arts	- Projects must demonstrate a specific role for arts, culture, and design in strengthening the local community - Cultural district planning, creative asset mapping, or public art planning - Design of cultural facilities, public space, and/or public art	Max. Request: \$150,000 Matching Basis: 50/50
PeopleforBikes Grant	PeopleforBikes	- Bike paths, lanes, trails, and bridges - Mountain bike and BMX facilities - Bike parks and pump tracks - End-of-trip facilities such as bike racks, bike parking, bike repair stations, and bike storage	Max. Request: \$10,000 Matching Basis: 50/50
Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Discretionary Grants	Federal Highway Administration (FHWA)	Planning of or implementation of transportation improvements to address vulnerabilities to current and future weather events, natural disasters, and changing conditions, including sea level rise	Max. Request: None (minimum \$100,000) Matching Basis: 80/20
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grants	U.S. Department of Transportation	Surface transportation infrastructure projects or planning for surface transportation capital projects that will have a significant local or regional impact	Max. Request: None (minimum \$5.0M for capital projects, no minimum for planning projects) Matching Basis: 80/20

Grant Name	Agency/Organization	Applicable Projects	Maximum Request and Required Match
Recreational Trail Program (RTP)	FDEP	• Construction of new recreational trails (with restrictions for new trails on Federal lands) • Maintenance and restoration or renovation of existing recreational trails • Development and rehabilitation of trailside and trail head facilities • Recreational trail linkages	Max. Request: Non-motorized trail: \$500,000 Motorized trail: \$2.5M Matching Basis: 50/50, 60/40, or 80/20 (Program/Grantee), with more points awarded for a greater match
Road to Zero Community Traffic Safety Grants	National Highway Traffic Safety Administration (NHTSA) and National Safety Council	• Implementation of evidence-based countermeasures that support a Safe Systems approach to improve traffic safety and address traffic fatalities, mobility, and access	Max. Request: \$200,000 (minimum \$50,000) Matching Basis: None
Safe Streets and Roads for All (SS4A) Grant Program	U.S. Department of Transportation	• Development or completion of a comprehensive safety action plan, or to supplement activities to support or enhance an existing Action Plan • Implementation of projects and strategies identified in the Action Plan that address roadway safety issues	Max. Request: \$25.0M (minimum \$100,000) Matching Basis: 80/20
Shade Structure Program	American Dermatological Association	• Installation of permanent shade structures where children learn and play - roof must be reconstructed of shade cloth, metal, or wood and provide “significant protection” from ultraviolet radiation • Applicants must be a non-profit organization, school, daycare, or city park	Max. Request: \$8,000 Matching Basis: None
Transportation Alternatives (TA) Grant	Forward Pinellas and FDOT (must complete FDOT's TA application and include complete application as a part of Forward Pinellas' TA application)	• Construction, planning, and design of on- and off-road facilities for bicyclists and pedestrians • Construction, planning and design of infrastructure-related projects/systems to provide safe routes for non-drivers • Inventory, control, or removal of outdoor advertising • Vegetation management practices in transportation rights of way • Environmental mitigation activities	Max. Request: \$3.0M (minimum \$300,000) Matching Basis: None



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TREASURE ISLAND

FLORIDA



TREASURE ISLAND
FLORIDA



FORWARD
PINELLAS

TREASURE ISLAND GULF BOULEVARD SAFETY STUDY APPENDICES

TABLE OF CONTENTS

- A** Community Engagement
- B** Safety Analysis
- C** Intersection Improvements
- D** Concept Alternatives
- E** Median and Driveway Opening Analysis
- F** Relevant Plans

APPENDIX A: COMMUNITY ENGAGEMENT

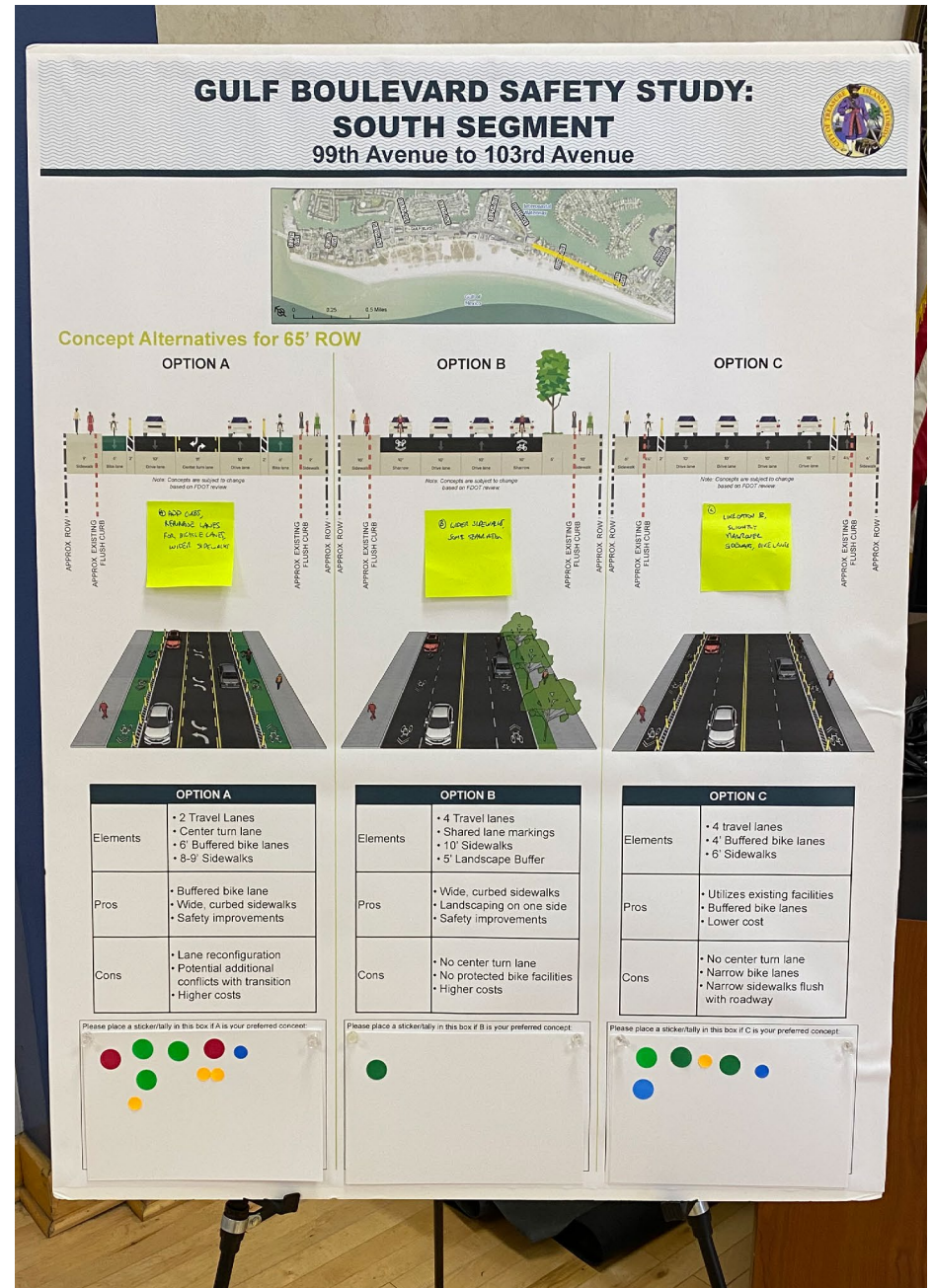
Additional information and input gathered the community engagement process.

Preferred Concept Alternative Results

After the community workshop and stakeholder meetings, feedback from community members and stakeholders was summarized and the votes were counted for the preferred concept alternative for each segment. The following images show the voting results gathered during the community workshop and stakeholder meeting.

Appendix D shows all the concept alternatives presented to community members and stakeholders in greater detail.

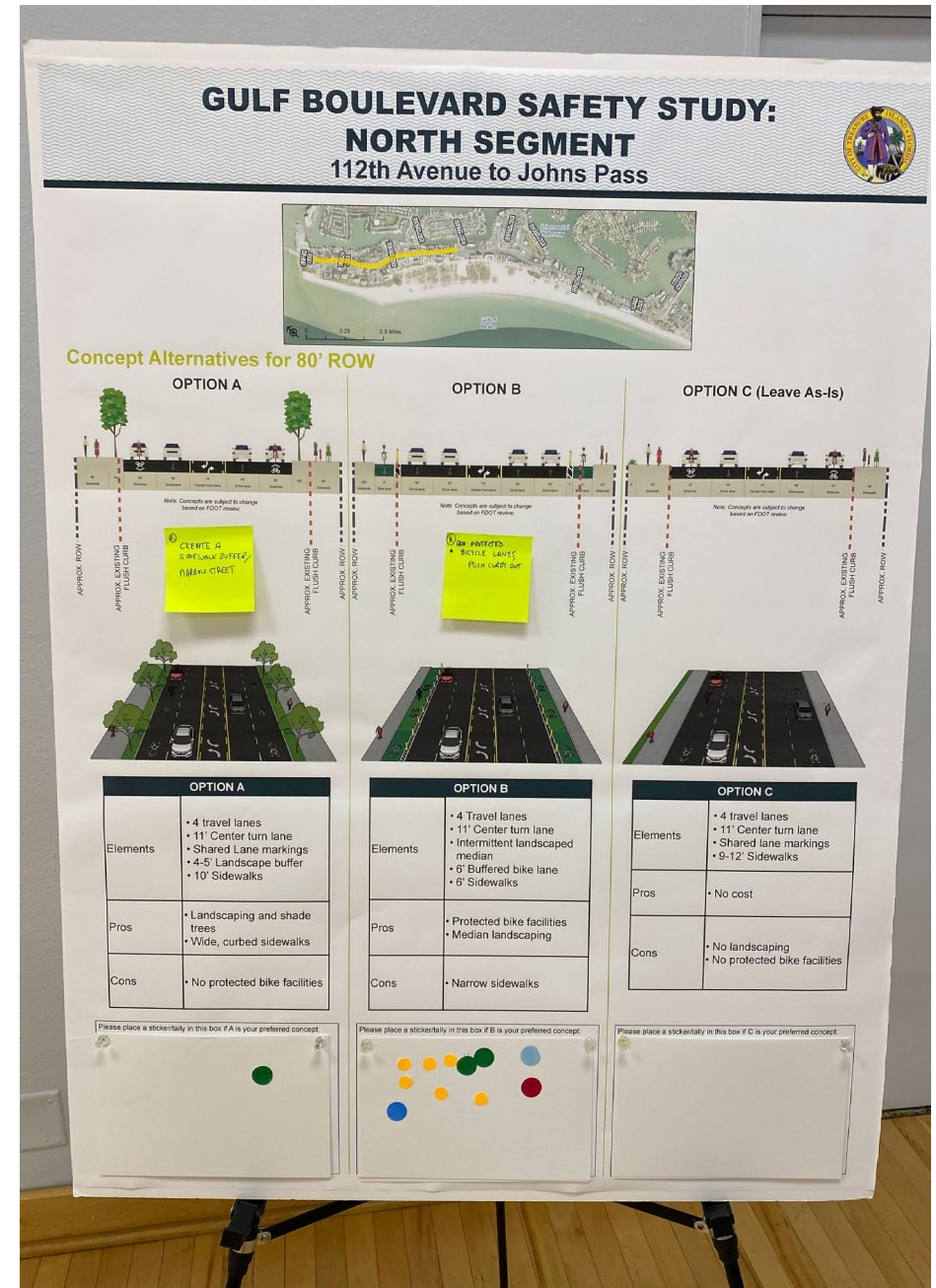
South Segment Concept Alternatives Voting Results



Central Segment Concept Alternatives Voting Results



North Segment Concept Alternatives Voting Results



Comment Cards

The following are scans of comment cards received during the community workshop and stakeholder meeting.

Gulf Blvd Safety Study - Treasure Island

Comment Card:

Please provide general thoughts, comments, or concerns about the corridor.

- Overall DMP*
- Connectivity of trail / huge hit
 - Pirate Alley - huge hit

• Roundabout & Ebf - reduce lanes

Gulf Blvd Safety Study - Treasure Island

Comment Card:

Please provide general thoughts, comments, or concerns about the corridor.

- Wider / buffered lanes - multi-purpose - do a hybrid
- alternative bike route on south - 99th Ave to 1st St

• multimodal / shared path on east - shift

can - would be
2 way config

Gulf Blvd Safety Study - Treasure Island

Comment Card:

Please provide general thoughts, comments, or concerns about the corridor.

• Southside -

• no left / concrete curb -

• options A - cons on solid waste, alley,
freight drop-off

• options C -

Gulf Blvd Safety Study - Treasure Island

Comment Card:

Please provide general thoughts, comments, or concerns about the corridor.

~~#~~ Not in favor of any design that
Results in a reduction of
car lanes (reference "Sun Runner"
bus project)

APPENDIX B: SAFETY ANALYSIS

5-Year safety analysis and trends for Gulf Boulevard which includes specific intersection safety analysis.

SAFETY ANALYSIS

Traffic crash reports were obtained for the most recent five-year period from January 1, 2017 to December 31, 2021. A total of 256 crashes were reported within the study area over the five-year period.

Crash Data Analysis

General Crash Summary

Of the 256 crashes that occurred during the five-year period, four crashes (2%) resulted in five fatalities, and 38 crashes (17%) resulted in injuries. Annual crash trends indicate a gradual decrease in the number of crashes occurring per year with a sharper decrease in crashes in 2019 before an increase occurred in 2021. On average, 51 crashes per year occurred.

Fatal Crash Summary

Of the four fatal crashes that occurred during the five-year period, two occurred under dark-lighted conditions and two were during daylight. Three of the four fatal crashes were pedestrian crashes and one was a rear end crash. One fatal crash occurred off the roadway and three fatal crashes involved impaired drivers.

Non-Motorist Crashes

A total of 13 pedestrian crashes occurred over the five-year period, which accounts for 5% of all crashes. Pedestrian crashes varied in location throughout the corridor, however, most occurred near beach access points, resort uses, and downtown. Approximately 54% of the pedestrian crashes occurred under dark-lighting conditions.

A total of 7 bicycle crashes occurred over the five-year period, which accounts for 3% of all crashes. Bicycle crashes varied in location throughout the study area, however, clusters of crashes occurred at 108th Avenue. Approximately 86% of the bicycle crashes occurred during the daytime, including dusk and dawn.

Pedestrian badly injured in Treasure Island crash

November 28, 2021 by Mike Sunnucks



Dark blue Chevy work truck wanted in deadly hit-and-run crash in Treasure Island

Deputies are asking for help identifying the pickup truck and its driver involved in the deadly crash.



Author: Leo Santos, Claire Farrow
Published: 8:28 PM EST December 6, 2022



Crash Types and Location Trends

Over the five-year period, the highest percentage of any crash type within the study area was attributed to rear end crashes, which accounted for 98 of the 256 crashes (38%). Sideswipe and angle crashes were the second and third most common crash types, accounting for 16% and 14% of

Crashes by Types (2017-2021)

Crash Type	Year					5-Year Total	
	2017	2018	2019	2020	2021	Grand Total	%
Angle	10	9	4	5	8	36	14%
Bike	1	4	0	1	1	7	3%
Head On	0	1	0	0	0	1	<1%
Hit Fixed Object	4	10	5	4	9	32	13%
Hit Non-Fixed Object	0	0	1	0	0	1	<1%
Left Turn	2	1	1	0	5	9	4%
Pedestrian	1	1	1	4	6	13	5%
Rear End	26	23	21	15	13	98	38%
Right Turn	1	0	0	0	1	2	1%
Sideswipe	16	10	4	7	4	41	16%
Single Vehicle	1	0	1	0	1	3	1%
Unknown	5	2	1	0	2	10	4%
U-Turn	2	0	0	1	0	3	1%
Total:	69	61	39	37	50	256	100%

crashes, respectively. The table below summarizes the crash types over the five-year period.

Temporal Trends

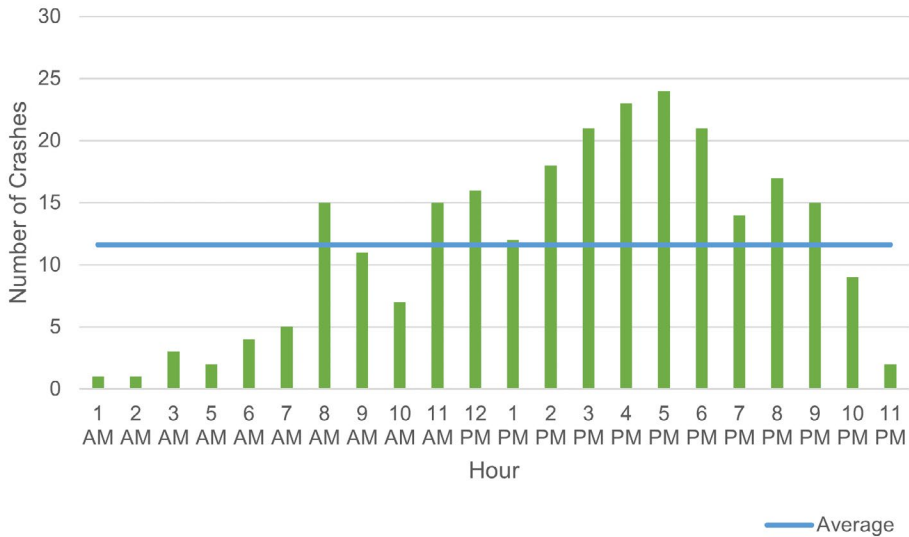
Crash characteristics were assessed to determine temporal trends in the 256 crashes that occurred during the five-year period. The hour during which the most crashes occurred was from 5:00 PM to 6:00 PM, accounting for 9% of all crashes. Saturday was the most common day of the week for crashes, with 78 crashes (25%) compared to the daily average of 45 crashes. February was the most common month of the year for crashes at 29 crashes each compared to a monthly average of 21 crashes. The graphs below depict the temporal trends within the study

area.

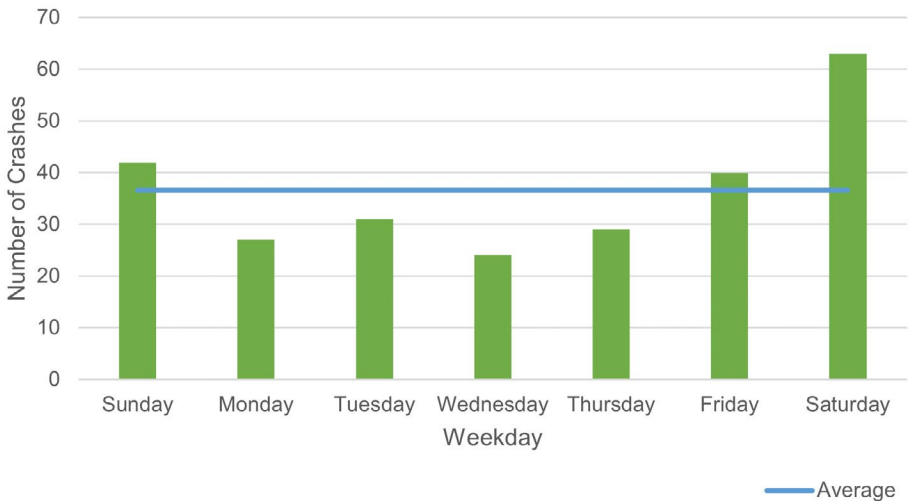
Contributing Factors

Crash data was reviewed for contributing factors such as lighting, weather, and surface conditions. It was determined the majority of crashes happened during daylight (72%) and approximately 27% of all crashes occurred under dark conditions, including dusk and dawn. Lighting conditions are depicted in chart on the following page.

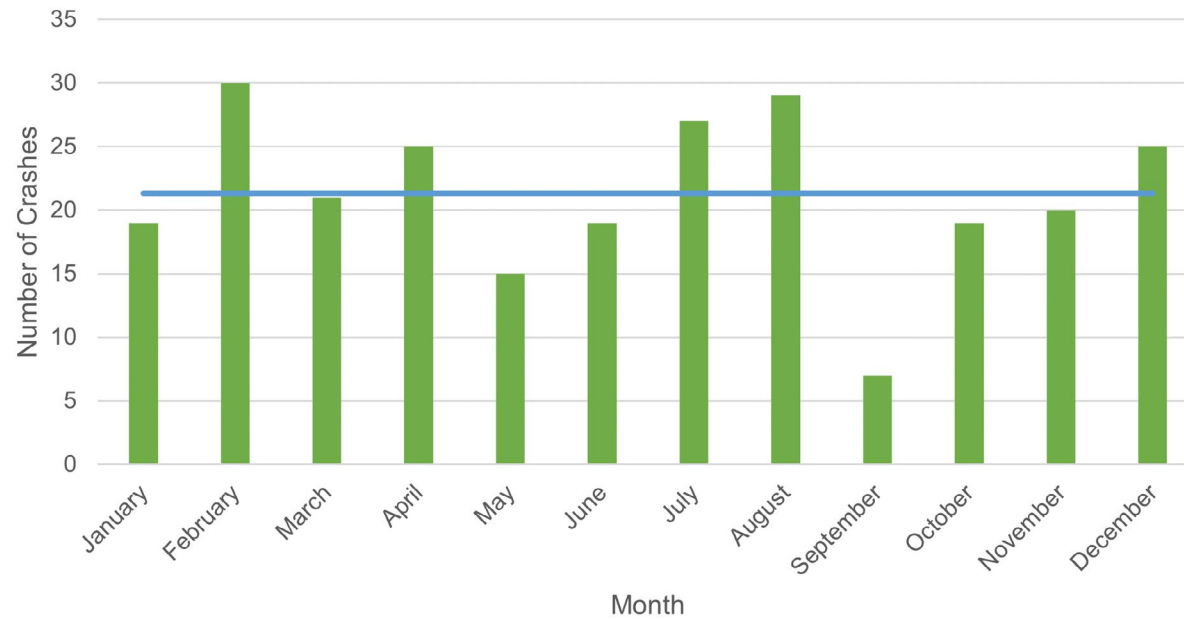
Crashes by Hour (2017-2021)



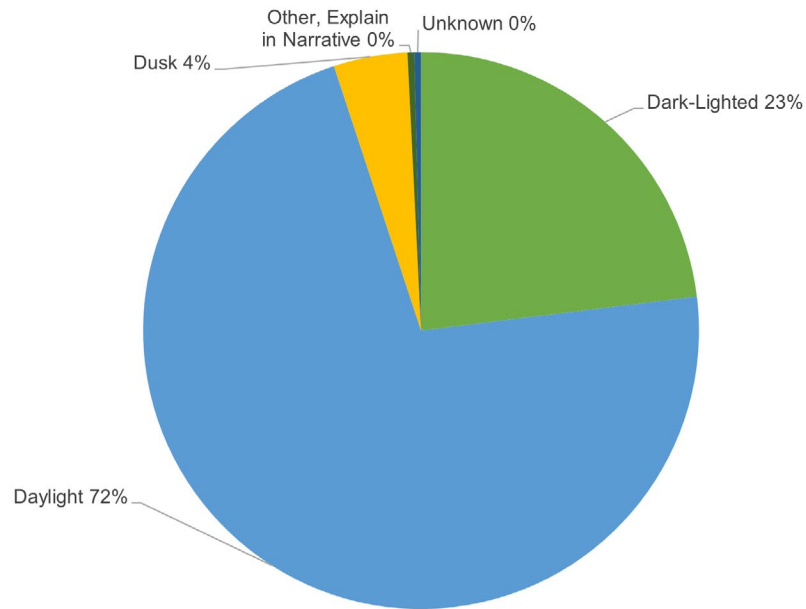
Crashes by Weekday (2017-2021)



Crashes by Month (2017-2021)



Crash Lighting Conditions (2017-2021)



Nighttime Crashes Heat Map



Nighttime Crash Location Map



Legend

Crossings

Mid-block Crossing

Signalized Intersection

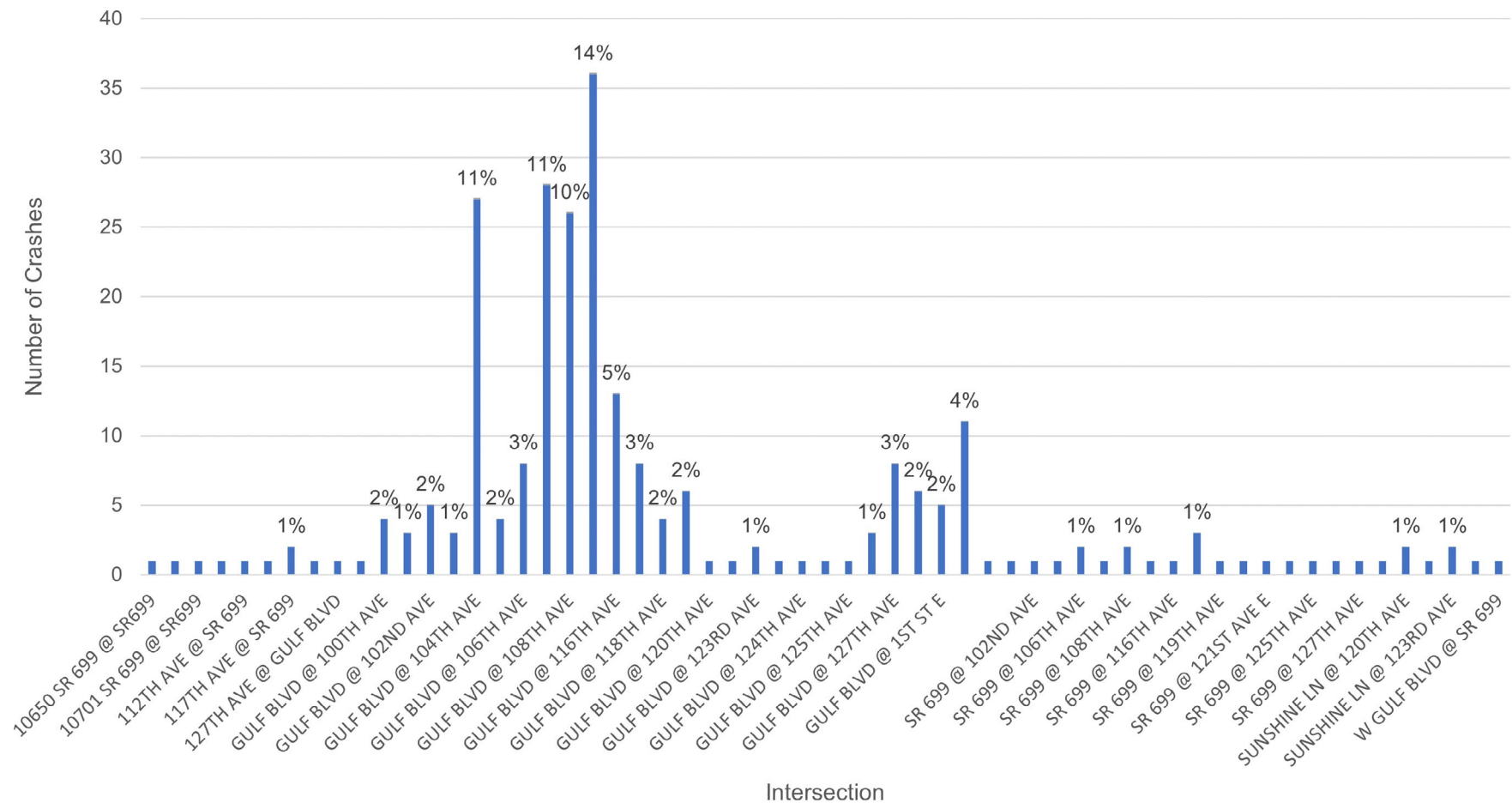
Streetlight Locations

Nighttime Crashes

High Crash Intersections

Of the 256 crashes that occurred over the five-year period, 14% of crashes occurred near the Gulf Boulevard and 112th Avenue intersection. The most common crash types at this intersection were rear end (73%), angle (19%), sideswipe (16%), and hit fixed object (12%). The intersections of Gulf Boulevard and 104th Avenue and Gulf Boulevard and 107th Avenue accounted for the second highest occurrence of crashes (11% each). The most common crash type at these intersections was rear end (44% and 46%, respectively). The chart below depicts crashes by intersection location along Gulf Boulevard in Treasure Island.

Crashes by Intersection on Gulf Boulevard (2017-2021)

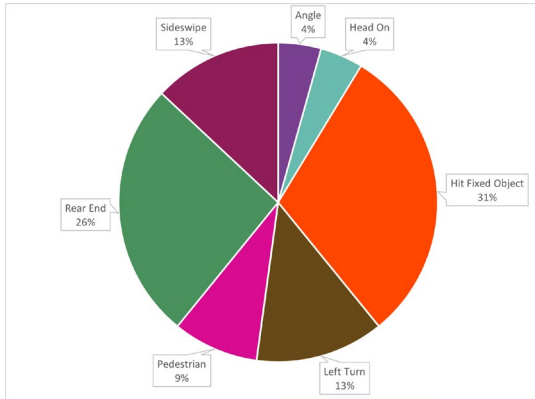


High Crash Intersections

Location: Gulf Blvd & W Gulf Blvd/1st St E

Number of Crashes: 23

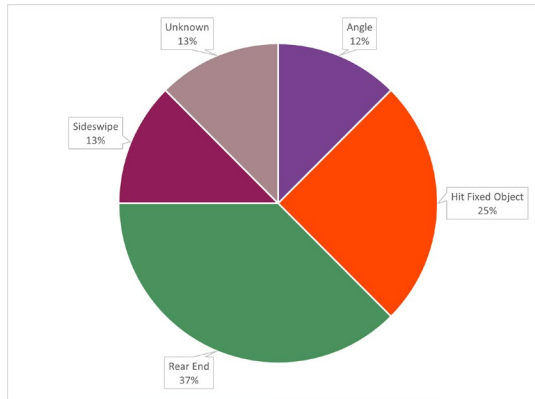
Top Crashes: Hit Fixed Object (7), Rear End (6)



Location: Gulf Blvd & 99th Ave

Number of Crashes: 8

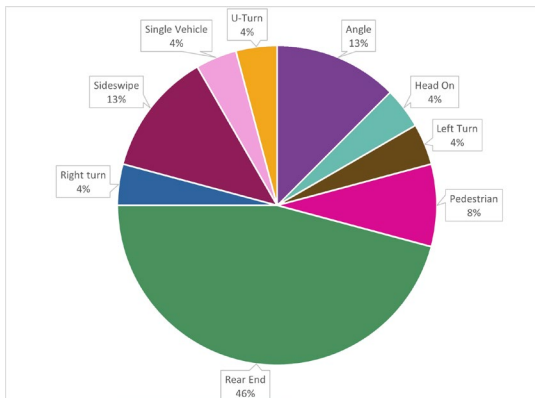
Top Crashes: Rear End (3), Hit Fixed Object (2)



Location: Gulf Blvd & 104th Ave

Number of Crashes: 24

Top Crash: Rear End (11)

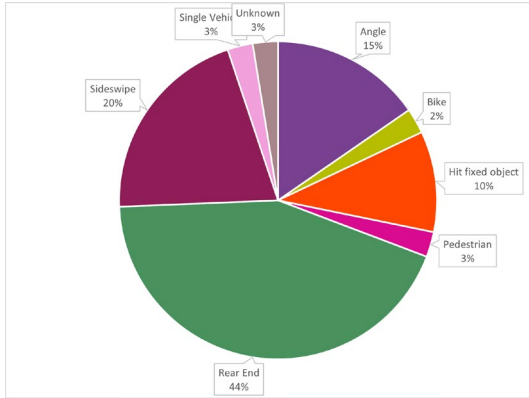


High Crash Intersections

Location: Gulf Blvd & 107th Ave

Number of Crashes: 39

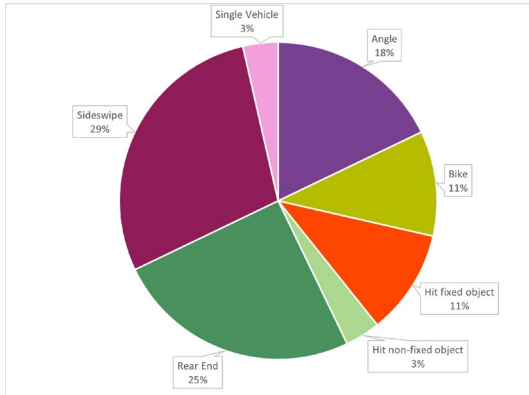
Top Crashes: Rear End (17), Sideswipe (8), Angle (6)



Location: Gulf Blvd & 108th Ave

Number of Crashes: 28

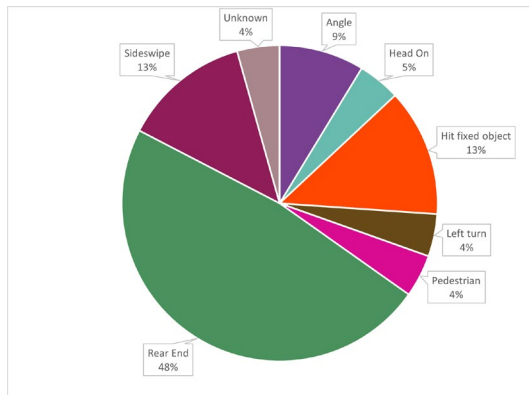
Top Crashes: Sideswipe (8), Rear End (7), Angle (5)



Location: Gulf Blvd & 112th Ave

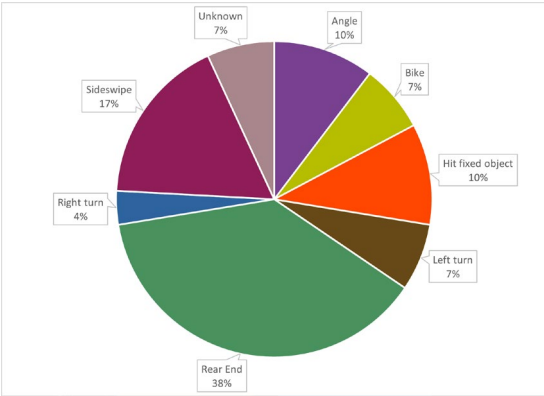
Number of Crashes: 23

Top Crashes: Rear End (11)

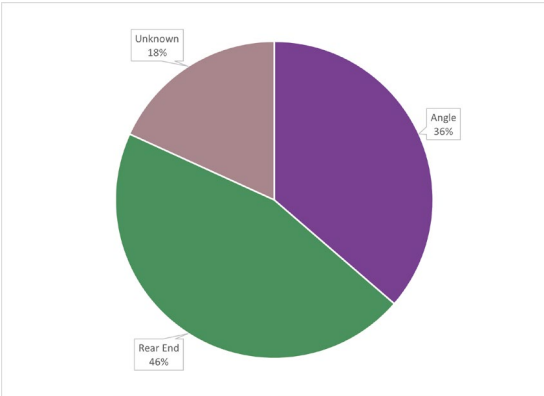


High Crash Intersections

Location: Gulf Blvd & 116th/117th Ave
Number of Crashes: 29
Top Crashes: Rear End (11), Sideswipe (5)



Location: Gulf Blvd & 127th Ave
Number of Crashes: 11
Top Crashes: Rear End (5), Angle (4)



In-field Observations

A site visit was conducted on Saturday, March 11, 2023 to observe Gulf Boulevard during peak crash periods from 11:00 AM to 2:00 PM. The following general observations were noted during the site visit for each segment.

South Segment Observations (Southern City Limits to 104th Avenue)

Non-Motorist Activity

There was heavy pedestrian and bicycle traffic observed in the South Segment. Most pedestrians in this segment were traveling to the beach access locations. Some pedestrians were observed walking or running for recreation and/or exercise. Pedestrians were observed to use marked crossings and intersections with high-compliance in obeying walk signals.

About half of the bicyclists observed appeared to be serious-riders with road bikes, while the other half of the bicyclists were bicycling for fun and leisure. Bicyclists were observed using the on-street facilities when possible. In some instances, bicyclists needed to use the roadway due to a parked vehicle blocking the bike lane.

Intersection Operations and Conditions

There is one signalized intersections in this segment: 1st Street East.

The 1st Street East intersection is controlled by three mast arms with retroflective backplates. There are faux-brick crosswalks on all legs of the intersection. Gulf Boulevard abruptly curves north at this intersection. This geometry creates sweeping turning radii at the corners of the intersection. Heavy vehicle and pedestrian use was observed at this intersection, with the intersection primarily used by pedestrians parking at the surface parking lot on the northeast corner and crossing south or west to the beach access.

Mid-block Crossings

There are four mid-block crossings this segment. Most mid-block crossings contain detectable warnings in good condition, a small refuge island in the centerline, and two beacons (one on each side of the roadway). Vehicle compliance was high when pedestrians activated the beacons. Some beacons were missing the small roadway-facing flasher or flashers were installed on the incorrect side.



South Segment - 1st Street Intersection: Many large groups crossing Gulf Boulevard from the public parking to the beach.



South Segment: Sidewalks are flush with the bike lanes and roadway. Vehicles parked/idling in the outside travel lanes forces bicyclists into the roadway with multiple conflicts.

Pavement Conditions

Overall the pavement is in fair to good condition in this segment. Consistent linear cracking was observed in the travel lanes throughout this segment. Trucks were observed parking on the bike lanes and sidewalk to unload, causing dirt and gravel to cover the edge of pavement.

Lighting Conditions

One additional site visit was made under nighttime conditions to evaluate the illuminance of the corridor and signalized intersections. There is consistent lighting along Gulf Boulevard and it is likely to meet minimum criteria based on visual inspection. Most mid-block crossing locations have one light pole on one side of the street but is located behind the cross. This placement silhouettes/back-lights pedestrians which may impact visibility.

Other Observations

There was evidence and instances of flooding observed along this segment. Sidewalks and portions of the bike lanes appeared to be washed out with sand/soil sediments which could pose safety issues for bicycle users.

Central Segment Observations (104th Avenue to 112th Avenue)

Non-Motorist Activity

There was very heavy pedestrian and bicycle traffic observed in the Central Segment. Most pedestrians in this segment were traveling between the downtown commercial uses and the beach. Pedestrians were observed to use marked crossings and intersections with high-compliance in obeying walk signals. Some pedestrians were observed crossing Gulf Boulevard just north of the 107th Avenue intersection at unmarked crossings and 108th Avenue.

About half of the bicyclists observed appeared to be serious-riders with road bikes, while the other half of the bicyclists were bicycling for fun and leisure. Bicyclists were using the on-street bike lanes when possible.

Intersection Operations and Conditions

There are two signalized intersections in this segment: 104th Avenue and 107th Avenue.

The 104th intersection is controlled by four mast arms with retroreflective backplates. There are crosswalks on all legs of the intersection. Heavy



South Segment - Pavement Conditions: Faded crosswalks, drains within the pedestrian and bike paths, and pavement patches were common observations within this segment.



South and Central Segment: Groups of people walking and often times crossing Gulf Boulevard at unmarked crosswalks to access the beach, resort/short-term rental, and commercial uses.

vehicle, transit, bicycle, and pedestrian use was observed at this intersection, with the intersection primarily used by pedestrians crossing Gulf Boulevard to access the beach or Publix or transit users crossing to the transit stops on the north and south ends of the intersection.

The 107th Avenue intersection is controlled by three mast arms with retroflective backplates. There are faded crosswalks on the north, west, and east legs of the intersection. Heavy vehicle, bicycle, and pedestrian use was observed at this intersection, with the intersection primarily used by pedestrians crossing Gulf Boulevard to access commercial uses on the east side or to the beach access/resorts on the west side. The pedestrian push buttons were located in confusing locations far from the curb ramps. The NE corner push button to cross 107th Avenue was not working.

The 112th intersection is controlled by four mast arms with retroflective backplates. There are crosswalks, with some fading paint, on all legs of the intersection. The west corner pedestrian ramps of the intersection appear to not meet ADA compliant standards. Heavy vehicle, transit, bicycle, and pedestrian use was observed at this intersection, with the intersection primarily used by pedestrians crossing Gulf Boulevard to access the beach or commercial uses on the east.

Mid-block Crossings

There are two mid-block crossings this segment. The mid-block crossings contain detectable warnings in good condition, a small refuge island in the center median with two beacons, and two beacons adjacent to the outside travel lane (one on each side of the roadway). Vehicle compliance was high when pedestrians activated the beacons.

Pavement Conditions

Overall the pavement is in fair to good condition in this segment. There are some linear cracking observed in the travel lanes throughout this segment.

Lighting Conditions

One additional site visit was made under nighttime conditions to evaluate the illuminance of the corridor and signalized intersections. There is consistent lighting along Gulf Boulevard and it is likely to meet minimum criteria based on visual inspection. Most mid-block crossing locations have one light pole on one side of the street but is located behind the cross. This placement silhouettes/back-lights pedestrians which may impact visibility.



Central Segment - Mid-block crossing between 106th and 107th Avenue: Frequent use of the mid-block crossing at this location and high vehicle stopping compliance.



Central Segment - 107th Avenue Intersection: Heavy pedestrian activity and crossings were observed.

The intersection of 108th Avenue and Gulf Boulevard observed to be have below average lighting. Additional lighting oriented and placed near the crosswalk is needed.

North Segment Observations (112th Avenue to John's Pass)

Non-Motorist Activity

There was heavy pedestrian and bicycle traffic observed in the North Segment. Most pedestrians in this segment were traveling across Gulf Boulevard to the beach access locations. Pedestrians were observed to use marked crossings and intersections with high-compliance in obeying walk signals. It was observed that side street parking obstructed sidewalk access for pedestrians.

About half of the bicyclists observed appeared to be serious-riders with road bikes, while the other half of the bicyclists were bicycling for fun and leisure. Bicyclists were observed using the on-street facilities when possible.

Intersection Operations and Conditions

There are two signalized intersections in this segment: 112th Avenue and 117th Avenue.

The 112th intersection is controlled by four mast arms with retroreflective backplates. There are crosswalks, with some fading paint, on all legs of the intersection. The west corner pedestrian ramps of the intersection appear to not meet ADA compliant standards. Heavy vehicle, transit, bicycle, and pedestrian use was observed at this intersection, with the intersection primarily used by pedestrians crossing Gulf Boulevard to access the beach on the west side or commercial uses on the east side.

The 117th intersection is controlled by four mast arms with retroreflective backplates. There are crosswalks on all legs of the intersection.

Mid-block Crossings

There are five mid-block crossings this segment concentrated between 119th Avenue and 126th Avenue. The mid-block crossings contain detectable warnings in good condition, a small refuge island in the center median with one beacon, and two beacons adjacent to the outside travel lane (one on each side of the roadway). Vehicle compliance was high when



Central Segment: Frequent crossings at unmarked crosswalks were observed at 108th Avenue.



North Segment - 112th Avenue Intersection: Heavy pedestrian and bicycle activity was observed. Many pedestrians were in groups that included a range of ages.

pedestrians activated the beacons.

Pavement Conditions

Overall the pavement is in good condition in this segment. Minimal pavement cracking was observed in the travel lanes throughout this segment.

Lighting Conditions

One additional site visit was made under nighttime conditions to evaluate the illuminance of the corridor and signalized intersections. There is consistent lighting along Gulf Boulevard and it is likely to meet minimum criteria based on visual inspection. Most mid-block crossing locations have one light pole on one side of the street but is located behind the cross. This placement silhouettes/back-lights pedestrians which may impact visibility.



North Segment: Wide and frequent driveway openings were observed in this segment.



North Segment: Frequent crossings at unmarked crosswalks were observed near the Tahitian Resort.

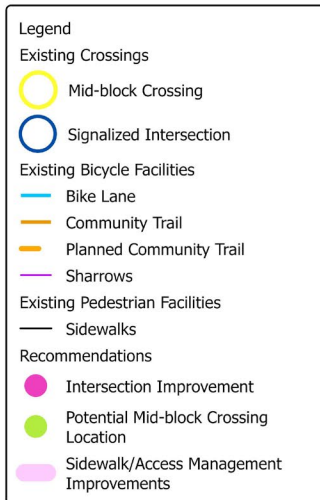
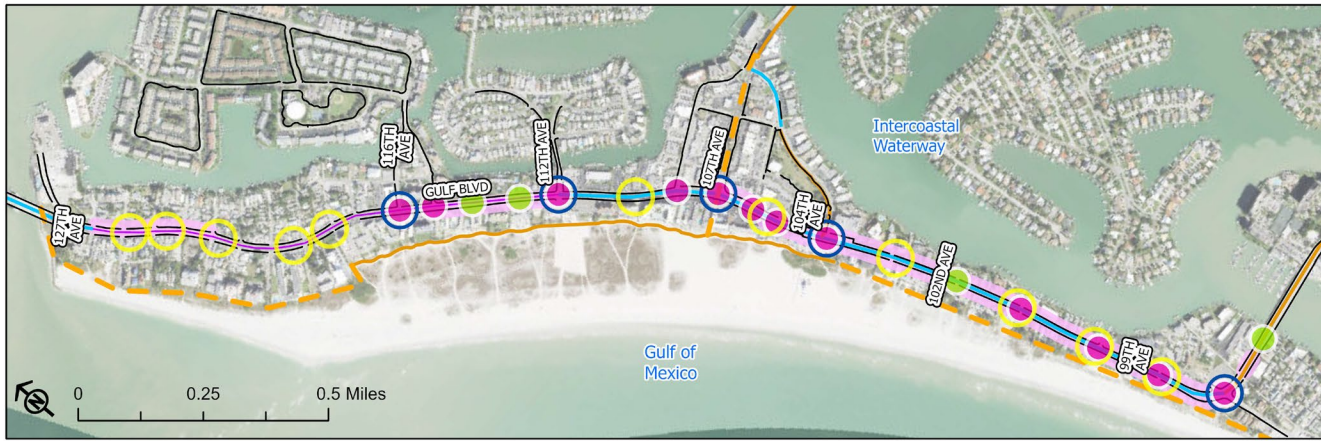


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APPENDIX C: INTERSECTION IMPROVEMENTS

Specific intersection safety analysis and improvement diagrams for Gulf Boulevard.

Corridor-wide Improvements



List of Improvements:

- ☐ Conduct an access management study throughout the corridor
 - » Coordinate with new development/site plan review, and regrade grandfathered curb cuts
 - » Consolidate driveway openings where possible and reduce driveway widths that exceed 24 feet
- ☐ Add Stop for Pedestrian (R10-15a) signs at all signalized intersections
- ☐ Update existing Yield to Pedestrian (R10-15) signs to Stop for Pedestrian (R10-15a) signs
- ☐ All existing pedestrian crossing and advanced pedestrian crossing signs should be upgraded to fluorescent yellow-green and black
- ☐ Implement leading pedestrian intervals (LPIs) for all signalized intersections on Gulf Boulevard
- ☐ Improve ADA curb ramps at cross streets and intersections
- ☐ Maintain vegetation and landscaping along corridor to prevent blocked signs and lighting
- ☐ Coordinate with Law Enforcement to enforce no-loading/drops in the sidewalk and bicycle lanes
- ☐ Update markings at all mid-block crossings (except at 121st St) to meet FDOT Design Manual Standards (FDM 203.6.1). Add stop bars and Stop Here for Pedestrians signs (R1-5b)
- ☐ Improve wayfinding signage
 - » Refurbish all pedestrian crossing signs at signal intersections (Lack of street names to cross, few street names are fading or not legible)

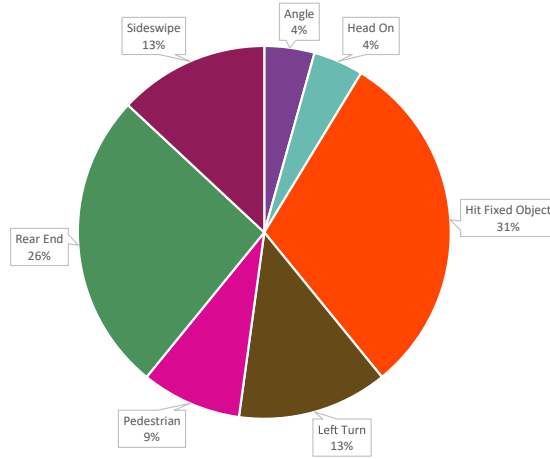
Intersection Improvements

Location: Gulf Boulevard & W Gulf Boulevard/1st Street E

Number of Crashes: 23

Top Crashes: Hit Fixed Object (7), Rear End (6)

Crash Severity: Fatal (1 - Pedestrian), Severe Injury (2), Non-incapacitating Injury (4)



Note: 5-Year Crash Data 2017-2021

List of Improvements:

- ☐ Add "Curve Ahead" (W1-2) signs
- ☐ Trim vegetation that is blocking signage
- ☐ Replace "Yield to Pedestrians" (R10-15) with "Stop for Pedestrians" (R10-15a) signs
- ☐ Add bike lane skip markings through intersection
- ☐ Add green bike lane paint on each side of intersection and through intersection (*not shown*)
- ☐ Relocate audible pedestrian actuators to be the required distance apart (10 ft.) (*not shown*)
- ☐ Reduce SE curb radii with pavement marking and RPMs according to FDM 212.12.3
- ☐ Construct mid-block crossing with Pedestrian Hybrid Beacon (PHB) per the FDOT mid-block crossing study conducted in October 2021
- ☐ Implement or confirm LPIs (*not shown*)

Add "Curve Ahead" signage Add "Stop for Pedestrians" signs



Sea Dog Brewing (9610 Gulf Boulevard)



Trim vegetation blocking signal ahead sign

Add bike lane skip lane markings through intersection

Reduce curb radii

Construct mid-block crossing with Pedestrian Hybrid Beacon (PHB)

Intersection Improvements

Location: Gulf Boulevard & 100th Avenue

Number of Crashes: 4

Top Crashes: Rear End (2), Hit Fixed Object (1), Angle (1)

Crash Severity: Fatal (0), Severe Injury (0), Non-incapacitating Injury (0)

Note: 5-Year Crash Data 2017-2021

List of Improvements:

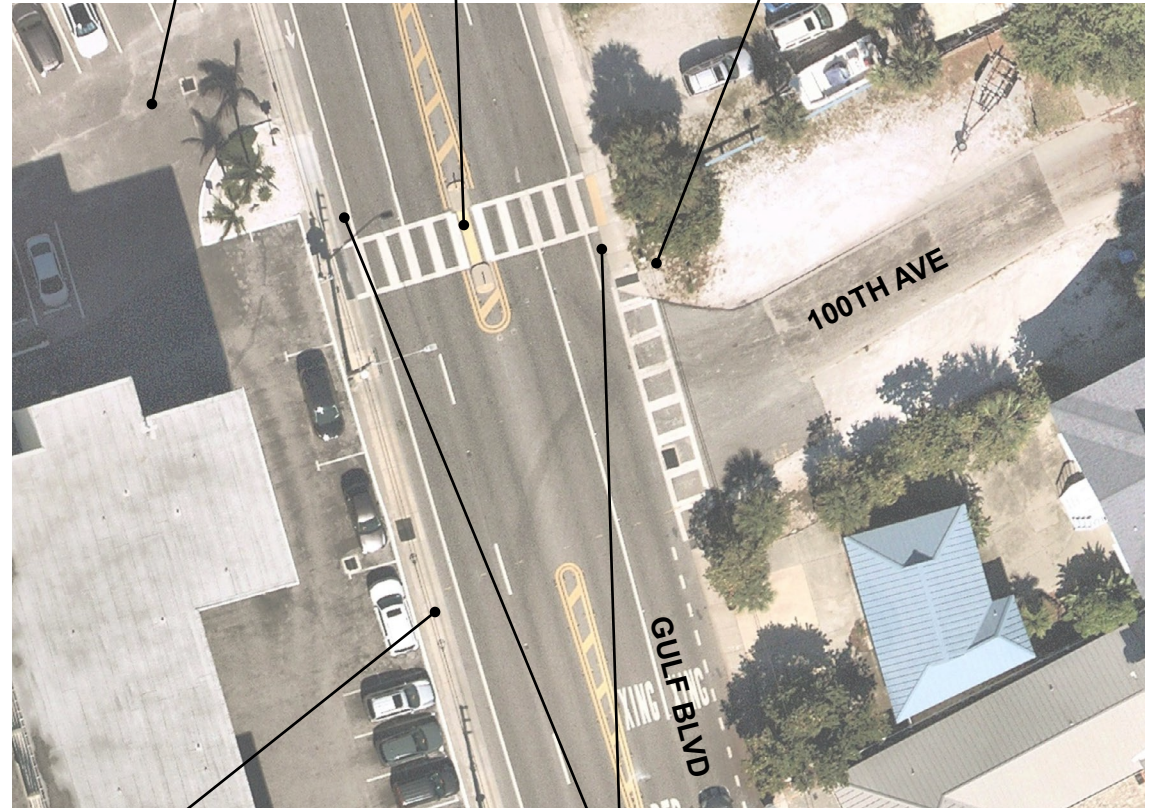
- ☐ Improve or add lighting at mid-block crossing so the light fixture is ahead of the crosswalk
- ☐ Replace existing stop sign with right-size stop sign that meets current standards at NE corner
- ☐ Address standing water/flooding issues on the west sidewalk
- ☐ Update markings to meet FDOT Design Manual Standards (FDM 203.6.1). Add stop bars and “Stop Here for Pedestrians” signs (R1-5b)

Existing beach access location and public parking lot

Add stop bars and “Stop Here for Pedestrians” signs



Replace existing stop sign with right-size stop sign that meets current standards



Address standing water/flooding issues on the sidewalk

Improve or add lighting

Intersection Improvements

Location: Gulf Boulevard & 101st Avenue

Number of Crashes: 3

Top Crashes: Sideswipe (2), Pedestrian (1)

Crash Severity: Fatal (0), Severe Injury (0), Non-incapacitating Injury (1)

Note: 5-Year Crash Data 2017-2021

List of Improvements:

- ☐ Improve lighting at mid-block crossing (southbound lanes) so the light fixture is ahead of the crosswalk
- ☐ Address standing water/flooding issues on the west sidewalk
- ☐ Update markings to meet FDOT Design Manual Standards (FDM 203.6.1). Add stop bars and “Stop Here for Pedestrians” signs (R1-5b)

Address standing water/flooding issues on the sidewalk.

Add stop bars and “Stop Here for Pedestrians” signs



Existing parking lot

Improve lighting

Intersection Improvements

Location: Gulf Boulevard & 102nd Avenue

Number of Crashes: 7

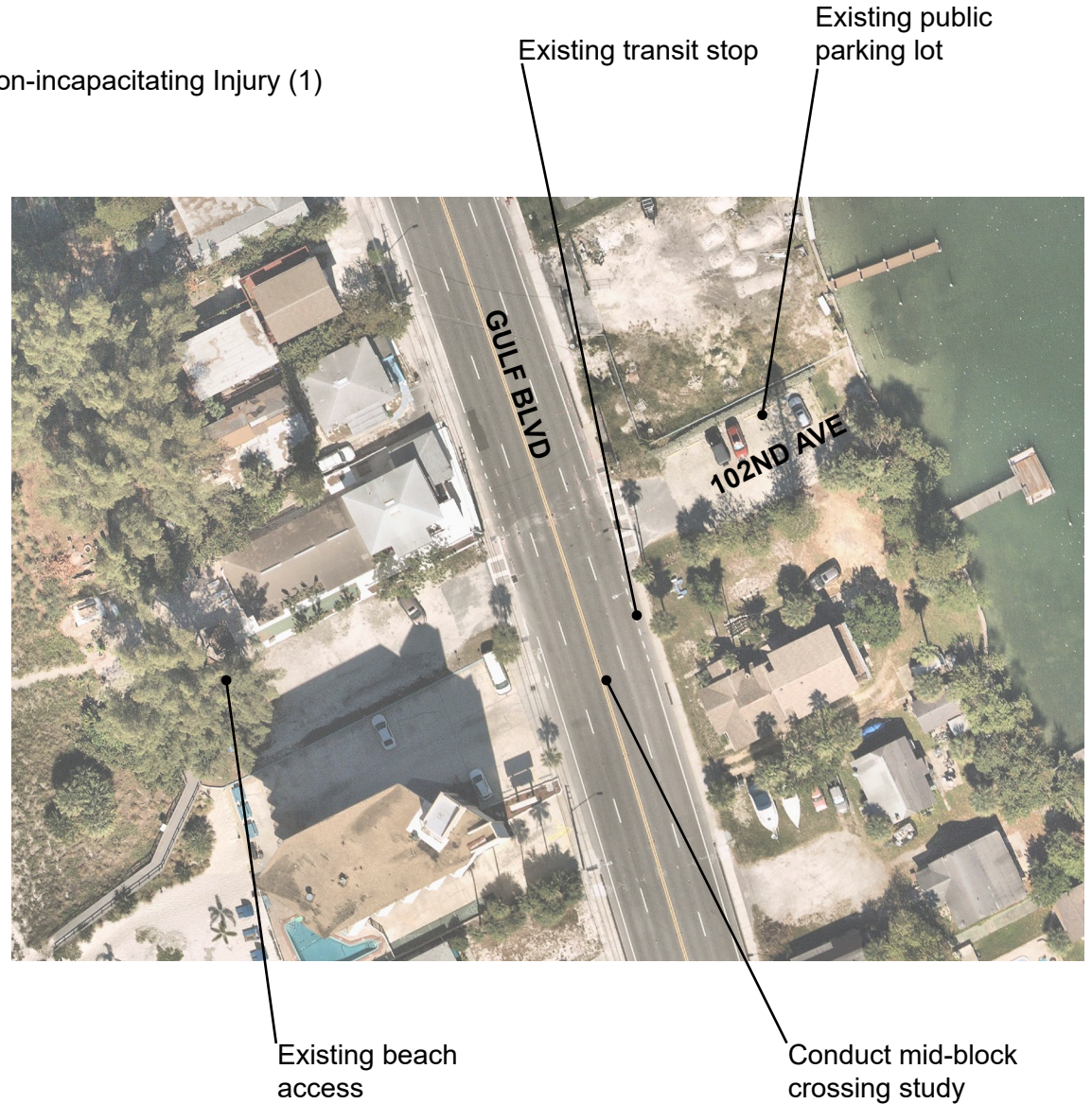
Top Crashes: Rear End (3), Pedestrian (2)

Crash Severity: Fatal (1 - Pedestrian), Severe Injury (0), Non-incapacitating Injury (1)

Note: 5-Year Crash Data 2017-2021

List of Improvements:

- Conduct mid-block crossing study near existing transit stop



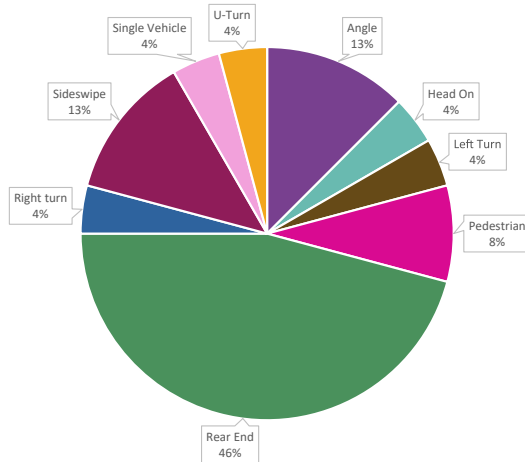
Intersection Improvements

Location: Gulf Boulevard & 104th Avenue

Number of Crashes: 24

Top Crash: Rear End (11)

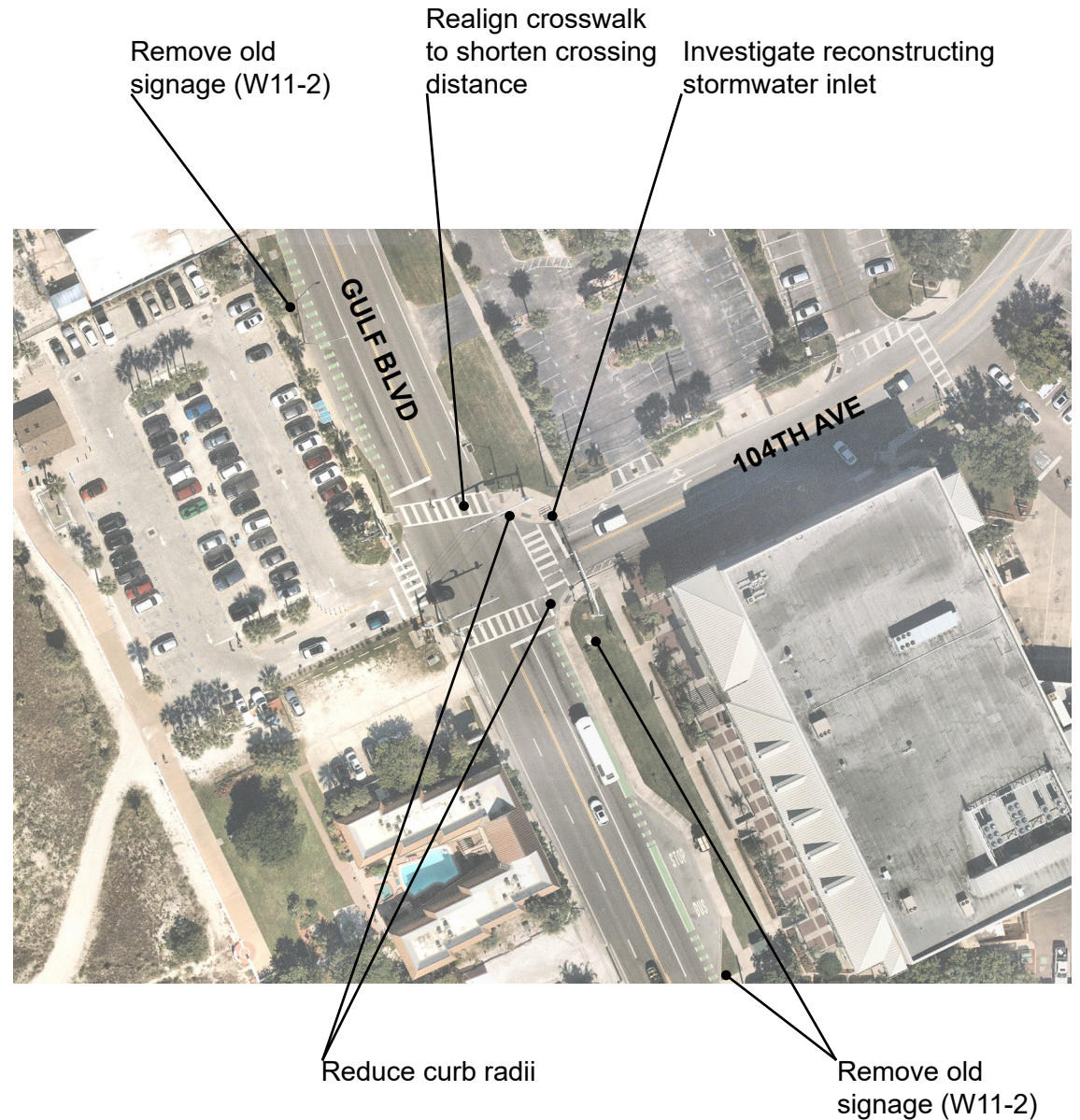
Crash Severity: Fatal (1 - Rear End), Severe Injury (0), Non-incapacitating Injury (8)



Note: 5-Year Crash Data 2017-2021

List of Improvements:

- ☐ Remove old signage (W11-2)
- ☐ Realign north crosswalk to shorten crossing distance
- ☐ Reduce NE and SE curb radii with pavement marking and RPMs according to FDM 212.12.3
- ☐ Implement automated push buttons (passive detection) (*not shown*)
- ☐ Implement protected pedestrian signal phases (*not shown*)
- ☐ Implement LPIs (*not shown*)
- ☐ Investigate reconstructing stormwater inlet at NE corner



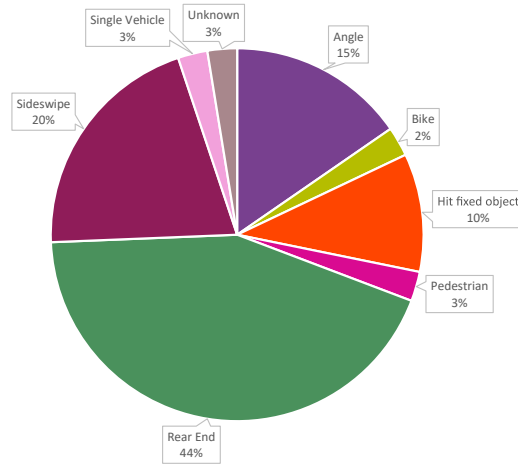
Intersection Improvements

Location: Gulf Boulevard & 107th Avenue

Number of Crashes: 39

Top Crashes: Rear End (17), Sideswipe (8), Angle (6)

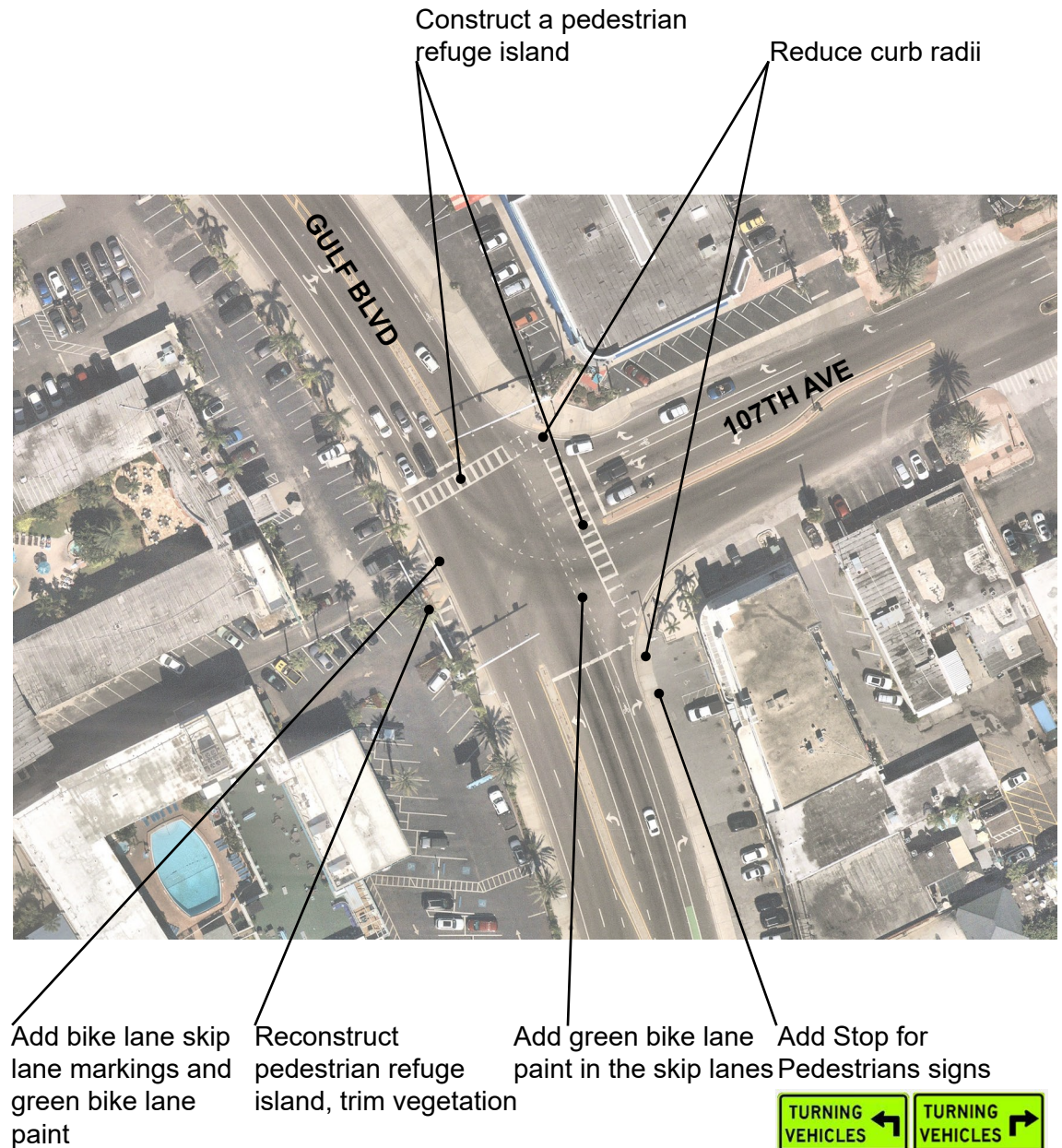
Crash Severity: Fatal (0), Severe Injury (3),
Non-incapacitating Injury (3)



Note: 5-Year Crash Data 2017-2021

List of Improvements:

- ☐ Restripe crosswalks (*not shown*)
- ☐ Evaluate signal phase retiming and new signal cabinet with crosswalk implementation (*not shown*)
- ☐ Consider adding pedestrian refuge islands on north and east crosswalks
- ☐ Add green bike lane paint in the skip lanes
- ☐ Add bike lane skip markings on southbound bike lanes
- ☐ Fix pedestrian actuator button on NE corner to cross 107th Avenue (*not shown*)
- ☐ Implement automated actuator buttons (passive detection) (*not shown*)
- ☐ Trim vegetation from blocking signage and signals
- ☐ Add Stop For Pedestrians (R10-15a) signage
- ☐ Reduce NE and SE curb radii with pavement marking and RPMs according to FDM 212.12.3
- ☐ Implement LPIs (*not shown*)



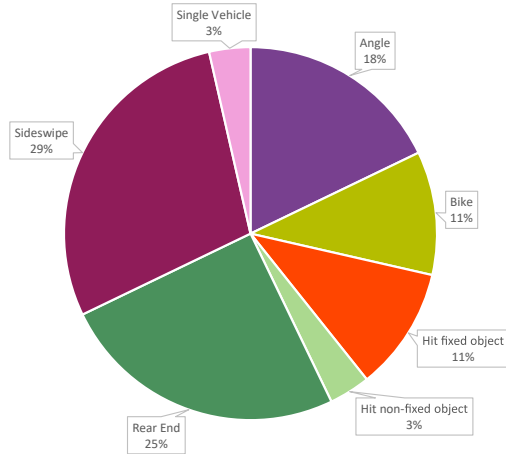
Intersection Improvements

Location: Gulf Boulevard & 108th Avenue

Number of Crashes: 28

Top Crashes: Sideswipe (8), Rear End (7), Angle (5)

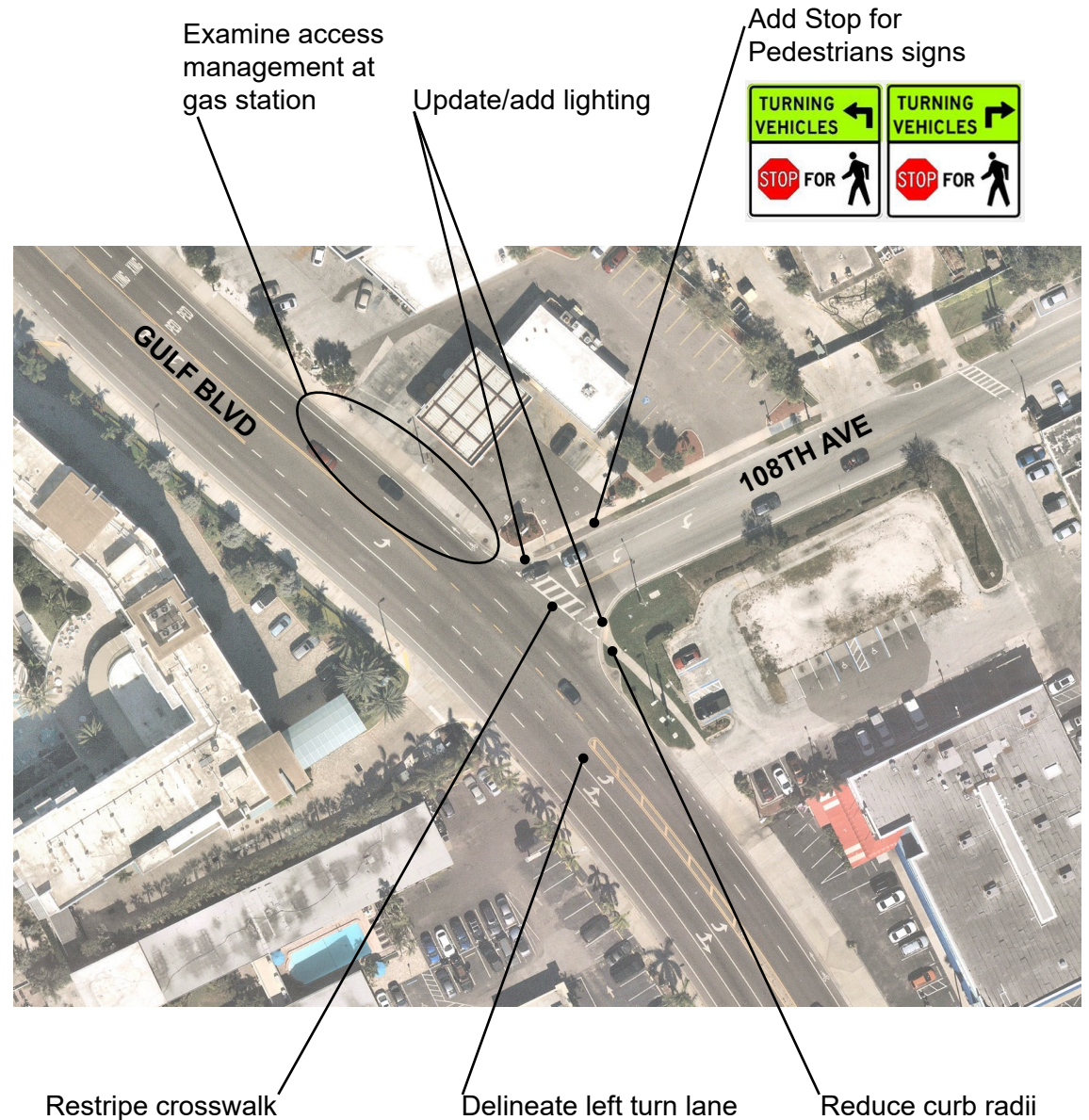
Crash Severity: Fatal (0), Severe Injury (0), Non-incapacitating Injury (3)



Note: 5-Year Crash Data 2017-2021

List of Improvements:

- ☐ Restripe crosswalk at 108th Avenue
- ☐ Update/add lighting to better light the crosswalk at 108th Avenue
- ☐ Add "Stop for Pedestrians" (R10-15a) signs
- ☐ Reduce SE curb radii with pavement marking and RPMs according to FDM 212.12.3
- ☐ Delineate left turn lane at 107th
- ☐ Examine access management at Shell (10801 Gulf Boulevard) driveway
- ☐ Conduct an Intersection Operation and Safety (ICE) evaluation and signal warrant analysis (*not shown*)



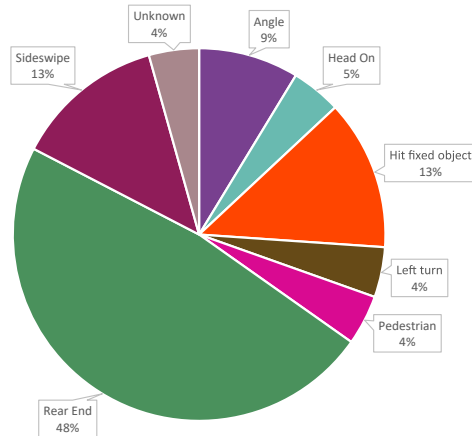
Intersection Improvements

Location: Gulf Boulevard & 112th Avenue

Number of Crashes: 23

Top Crashes: Rear End (11)

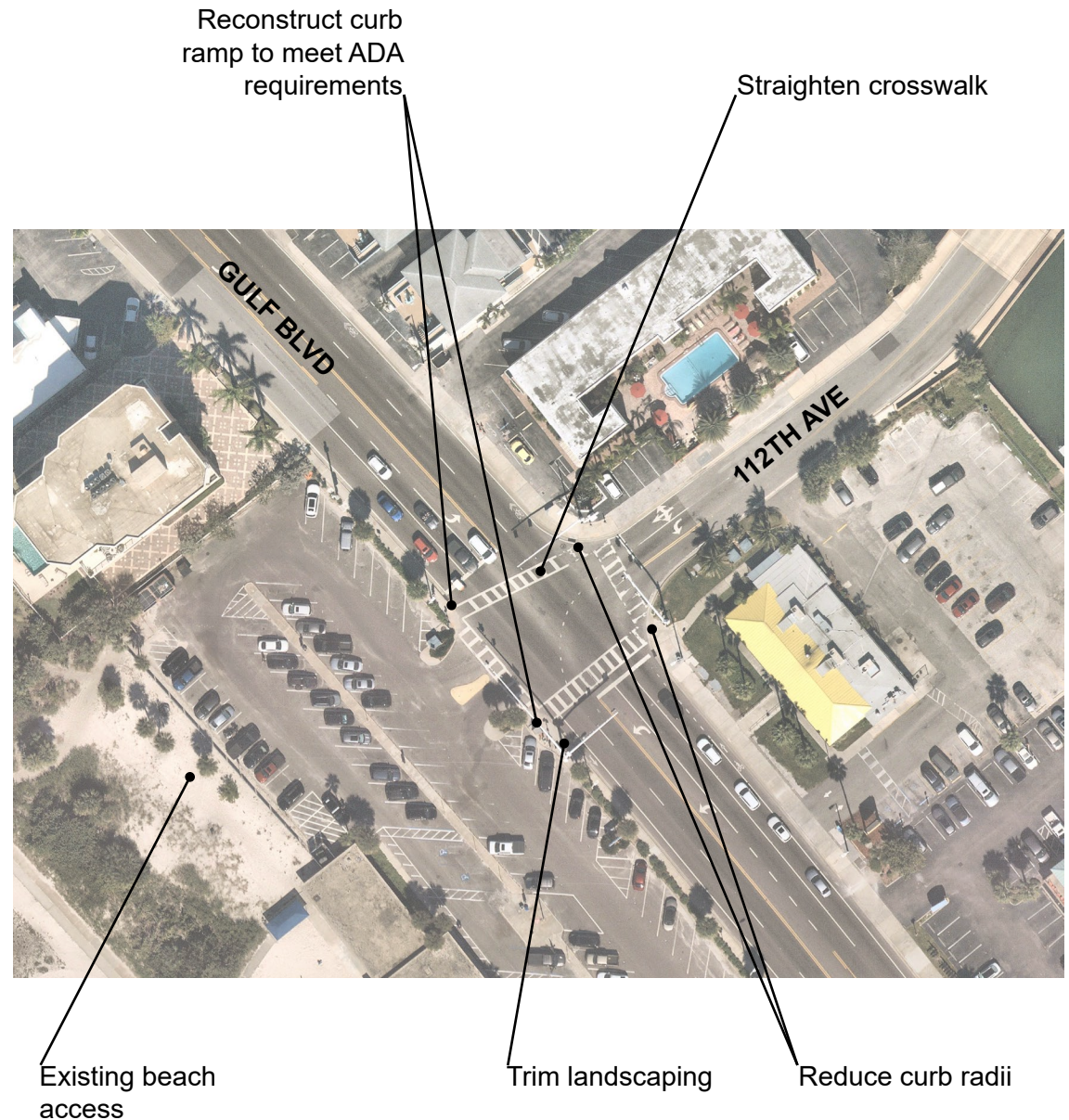
Crash Severity: Fatal (0), Severe Injury (0),
Non-incapacitating Injury (2)



Note: 5-Year Crash Data 2017-2021

List of Improvements:

- ☐ Reconstruct NW and SW curb ramps to provide wider access to meet ADA requirements
- ☐ Straighten north crosswalk to reduce crossing distance
- ☐ Reduce curb radii at NE and SE corner with pavement marking and RPMs according to FDM 212.12.3
- ☐ Maintain and trim landscaping so it doesn't block signage and lighting
- ☐ Conduct a mid-block crossing study near Tahitian Resort (11320 Gulf Boulevard, north of this intersection)
- ☐ Restripe all crosswalks (*not shown*)



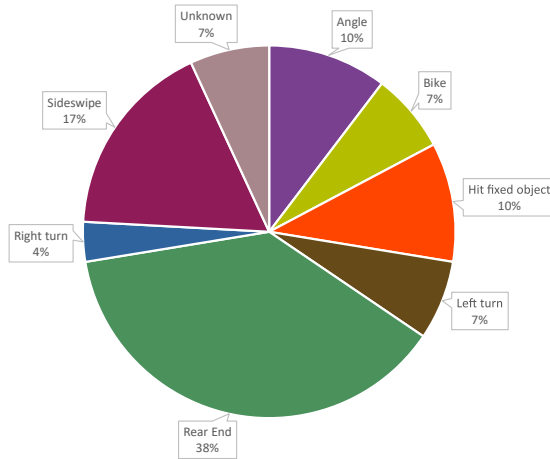
Intersection Improvements

Location: Gulf Boulevard & 116th/117th Avenue

Number of Crashes: 29

Top Crashes: Rear End (11), Sideswipe (5)

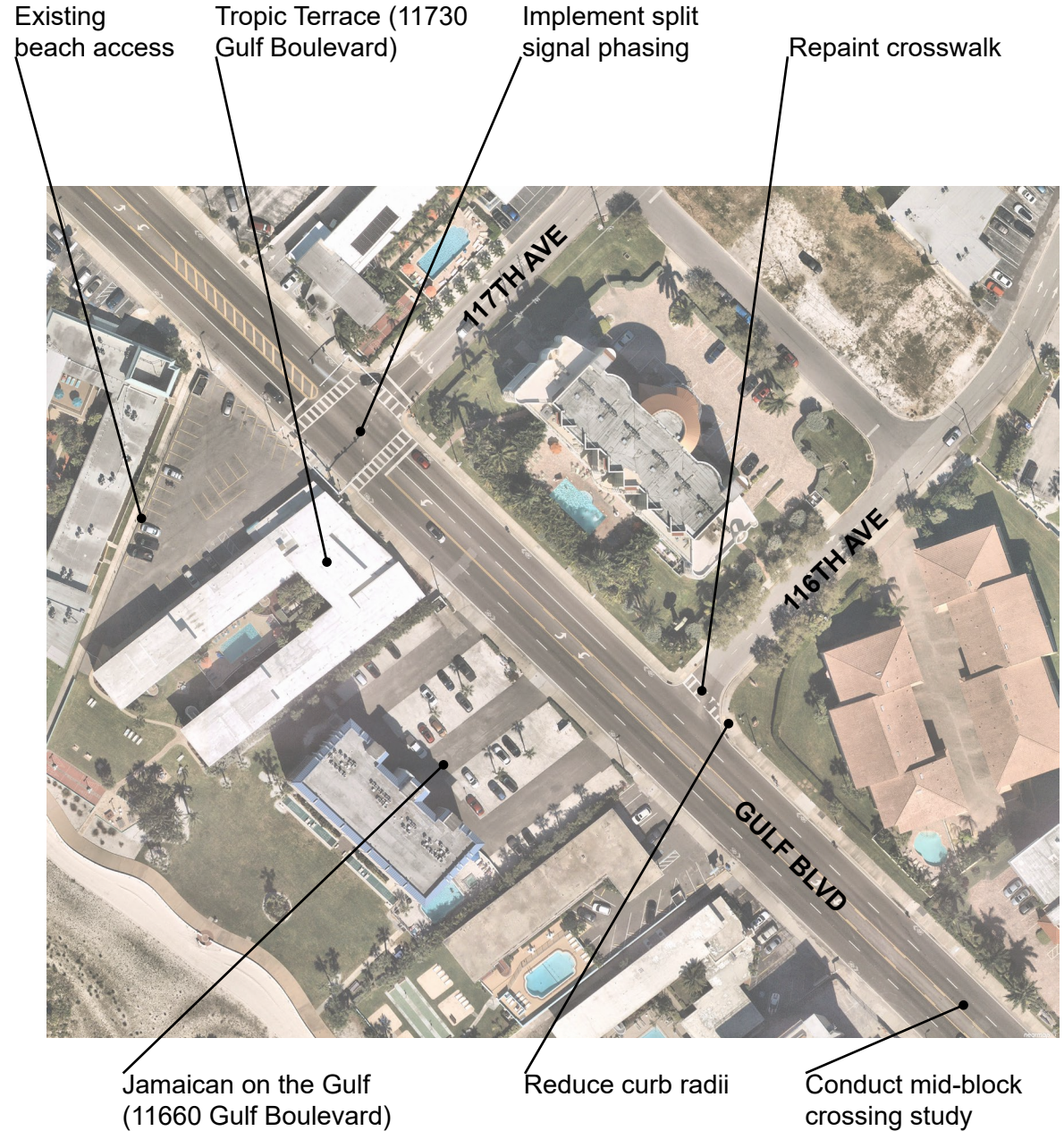
Crash Severity: Fatal (0), Severe Injury (0), Non-incapacitating Injury (4)



Note: 5-Year Crash Data 2017-2021

List of Improvements:

- Reduce curb radii at SE corner of 116th Avenue with pavement marking and RPMs according to FDM 212.12.3
- Repaint crosswalk on 116th Avenue
- Add advance intersection signage for one-way access at 116th / 117th (*not shown*)
- Conduct a mid-block crossing study approximately 400 ft. south of 116th Avenue
- Access management at Jamaican on the Gulf (11660 Gulf Boulevard) to allow for median/direction left turn into 116th Avenue (southbound lane)
- Implement split phasing for 117th Avenue and driveway from Tropic Terrace (11730 Gulf Boulevard)



APPENDIX D: CONCEPT ALTERNATIVES

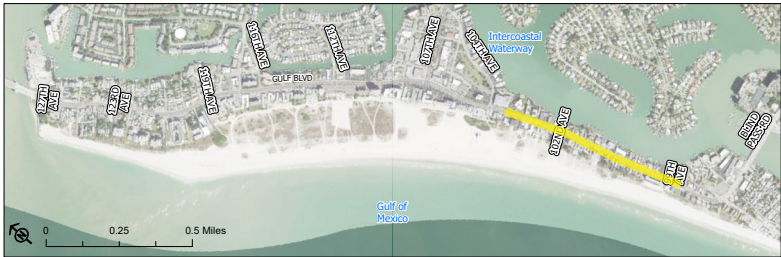
The concept alternatives are the original long-term options for Gulf Boulevard. These concepts were further studied and community input was received to determine a preferred concept alternative for each segment.

South Segment Concept Alternatives

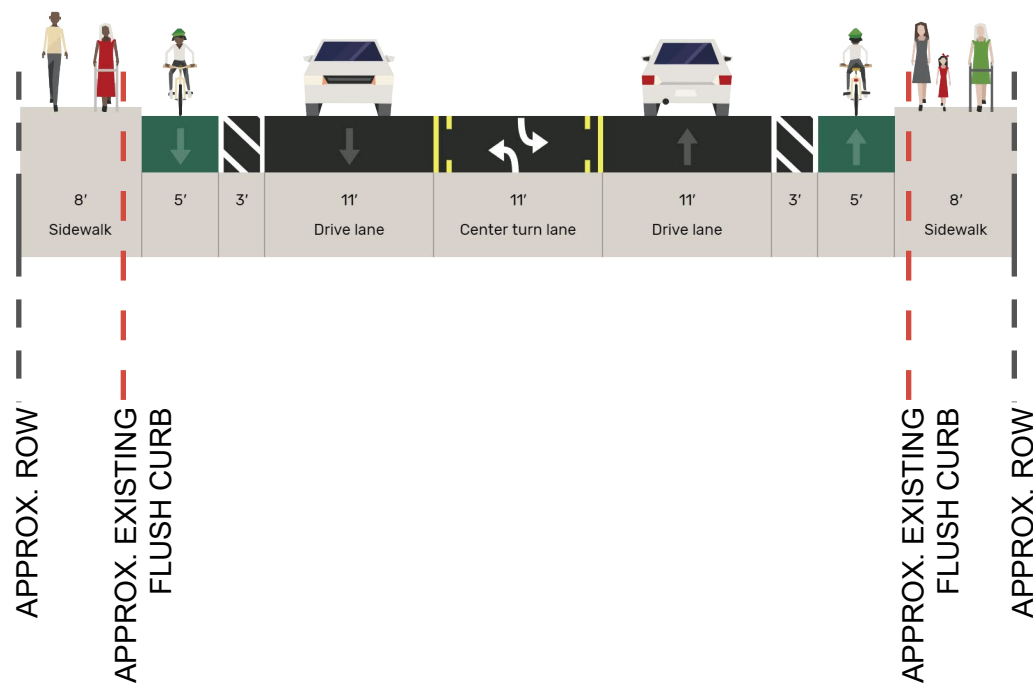
South Segment (65' ROW): 99th Avenue to 103rd Avenue				
Option	Elements	Pros	Cons	Concept Section
Option A	2 travel lanes - Center turn lane 6' buffered bike lanes 8-9' sidewalks	- Buffered bike lane - Wide, curbed sidewalks - Safety improvements	- Lane reconfiguration - Potential additional conflicts with transition - Higher costs	
Option B	4 travel lanes - Shared lane markings 10' sidewalks 5' landscape Buffer	- Wide, curbed sidewalks - Landscaping on one side - Safety improvements	- No center turn lane - No protected bike facilities - Higher costs	
Option C	4 travel lanes 4' buffered bike lanes 6' sidewalks	- Utilizes existing facilities - Buffered bike lanes - Lower cost	- No center turn lane - Narrow bike lanes - Narrow sidewalks flush with roadway	

Note: Concepts are subject to change based on FDOT review.

South Segment Concept Alternatives: Option A

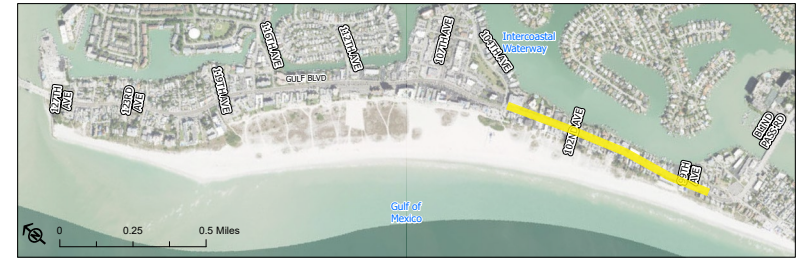
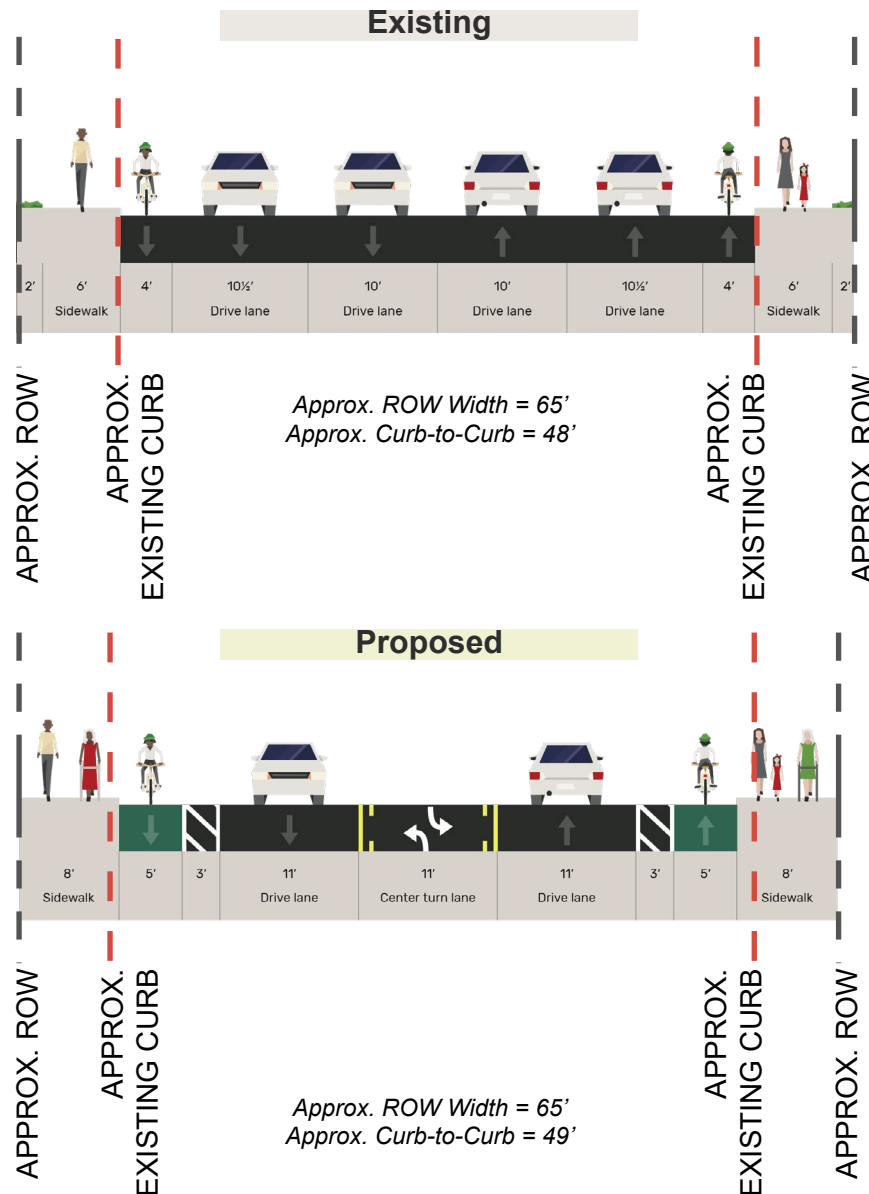


Note: Concepts are subject to change based on FDOT review.



Preferred South Segment Alternative 2: 1st Street E/W Gulf Boulevard to 104th Avenue

Note: This concept alternative received the most votes during the community engagement process. The City has determined this would not be a preferred alternative for the long-term vision.



SOUTH SEGMENT: ALTERNATIVE 1 (LANE RE-PURPOSING)

Elements

- (2) 11' Travel Lanes
- Center turn lane
- 5' Buffered bike lanes
- 8' Sidewalks

Pros

- Buffered bike lane
- Wide, curbed sidewalks
- Safety improvements
- Mid-block crossings will have a pedestrian refuge island

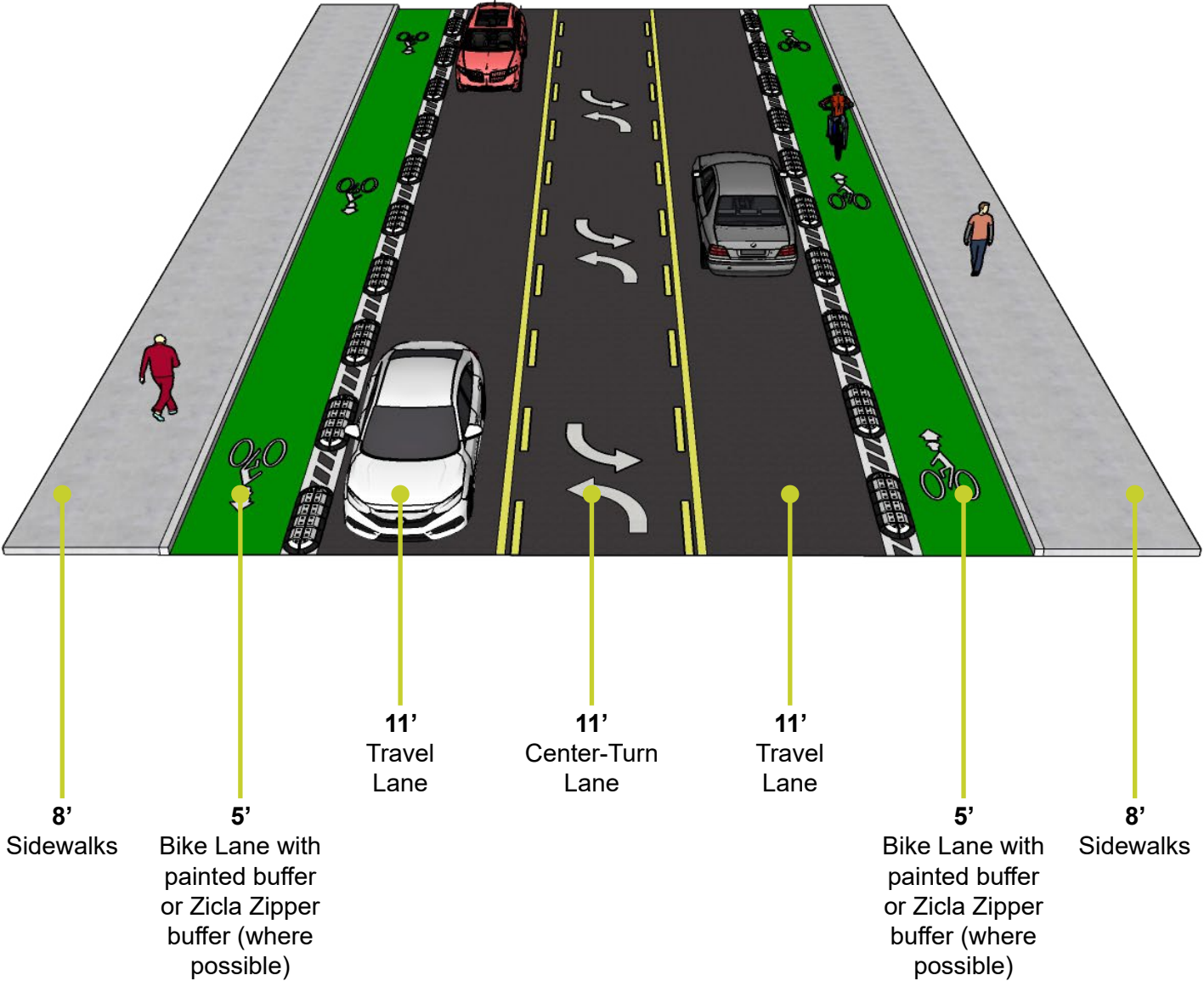
Cons

- Lane reconfiguration
- Potential additional conflicts with transition
- Higher costs

Additional considerations:

- Concept alternatives do not account for potential impacts to existing utilities, drainage, driveways, and landscaping, or right-of-way encroachment.
- Proposed roadway design will maintain necessary driveway access.
- Lane repurposing would require a meeting with the Lane Repurposing Committee.

Preferred South Segment Alternative 2: 1st Street E/W Gulf Boulevard to 104th Avenue



Preferred South Segment Alternative 2: 1st Street E/W Gulf Boulevard to 104th Avenue



Preferred South Segment Alternative 2: 1st Street E/W Gulf Boulevard to 104th Avenue



Purpose and Needs Statement

The primary purpose of this project is to assess safety on this corridor for all road users for area residents and visitors considering context sensitive design (opportunities and limitations). Secondary purposes for undertaking this project include envisioning potential connectivity for all modes of travel including micromobility improvements and enhancing the roadside aesthetic to create a unifying design theme.

The need for these improvements is supported by high volumes of pedestrian and bicyclist traffic, including hazardous mid-block crossing behavior, high volumes of vehicular traffic, and frequent rear end and sideswipe crashes. The proposed improvements address these issues by widening bike and pedestrian facilities and re-purposing the existing lanes to two travel lanes.

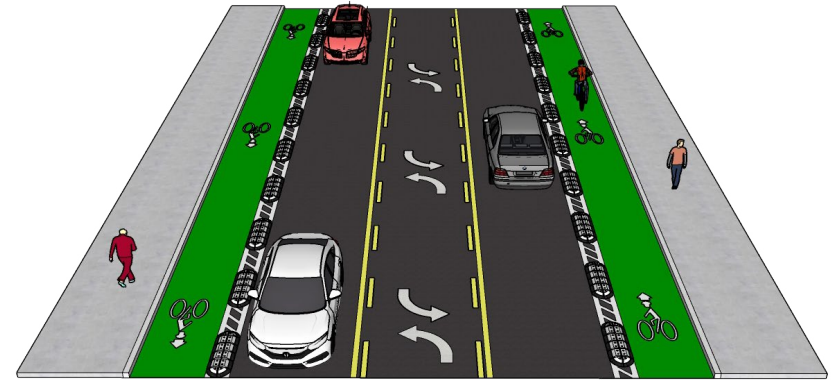
Project Phasing

A Project Development and Environmental (PD&E) study will likely not be required for this project, and improvements are expected to take place within the existing right-of-way. Federal funding sources may require a PD&E study.

The City and FDOT can work towards implementing the short-term recommendations described on pages 49-50.

PLANNING LEVEL COSTS*	
Improvement	Estimated Cost
Reconfigure and Restripe Roadway (includes demolition and bike lane)	\$1,473,000
Mid-block Crossings (6 RRFB installations)	\$361,000
Zicla Zippers (for protected bike lane)	\$1,364,000
New Sidewalk (demolition and construction)	\$1,0457,000 - \$1,487,000
Medians and Landscaping (demolition and construction)	\$13,000
Subtotal	\$4,258,000 - \$4,698,000
Design (15%) and Contingency (20%)	\$1,306,000 - \$1,460,000
TOTAL	\$5,564,000 - \$6,158,000

SOUTH SEGMENT: CITY LIMITS TO 104TH AVENUE Project Implementation - Alternate 2 Segment Length: 1.0 mi

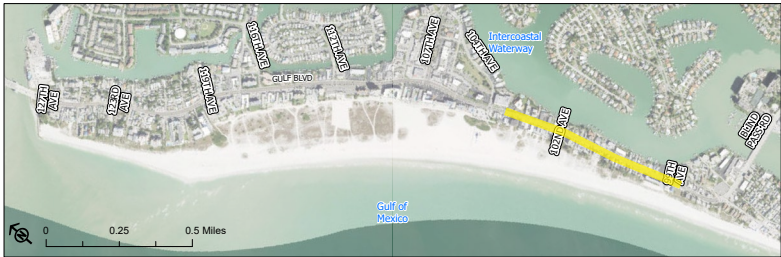


Design Considerations

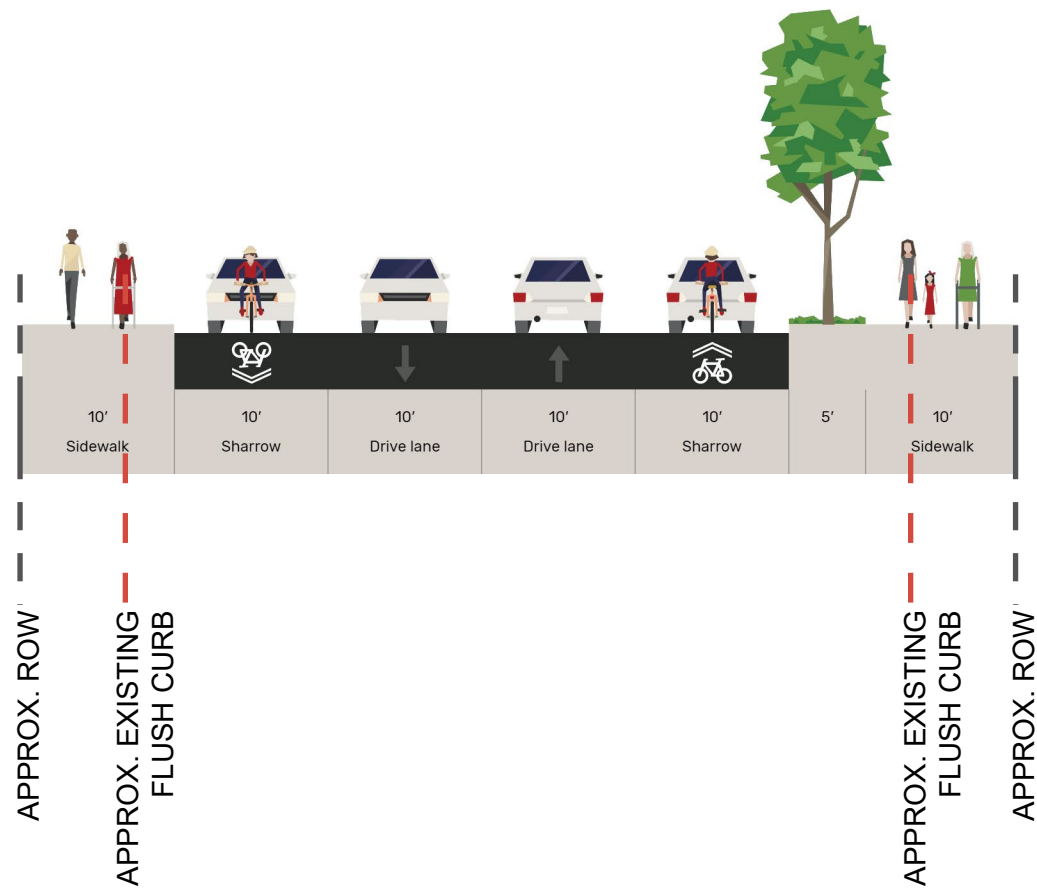
- Existing sidewalks are flush with travel lane in sections
- Constructing the new sidewalk without adding curb decreases the cost of the new sidewalk by approximately \$440,000 and the total cost of the implementation by \$594,000
- Bike facility enhancements by widening and buffering existing bike lanes and raising visibility by painting lanes green
- Pedestrian facility enhancements by widening existing sidewalks
- Multiple parcels with multiple access points to Gulf Blvd
- Lane repurposing would require a meeting with the Lane Repurposing Committee
- A landscape buffer could be included in the design with narrower sidewalks and bike lanes (not included in Planning Level costs)

**Planning level costs, developed in 2023, do not include: right of way acquisition, utility relocation, or potential impacts to existing utilities, drainage, driveways, and private landscaping. The engineer has no control over the cost of labor, materials, equipment, or over the contractor's methods of determining prices or over competitive bidding or market conditions. Planning level costs provided herein are based on the information known to engineer at this time and represent only the engineer's judgment as a design professional familiar with the construction industry. The engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*

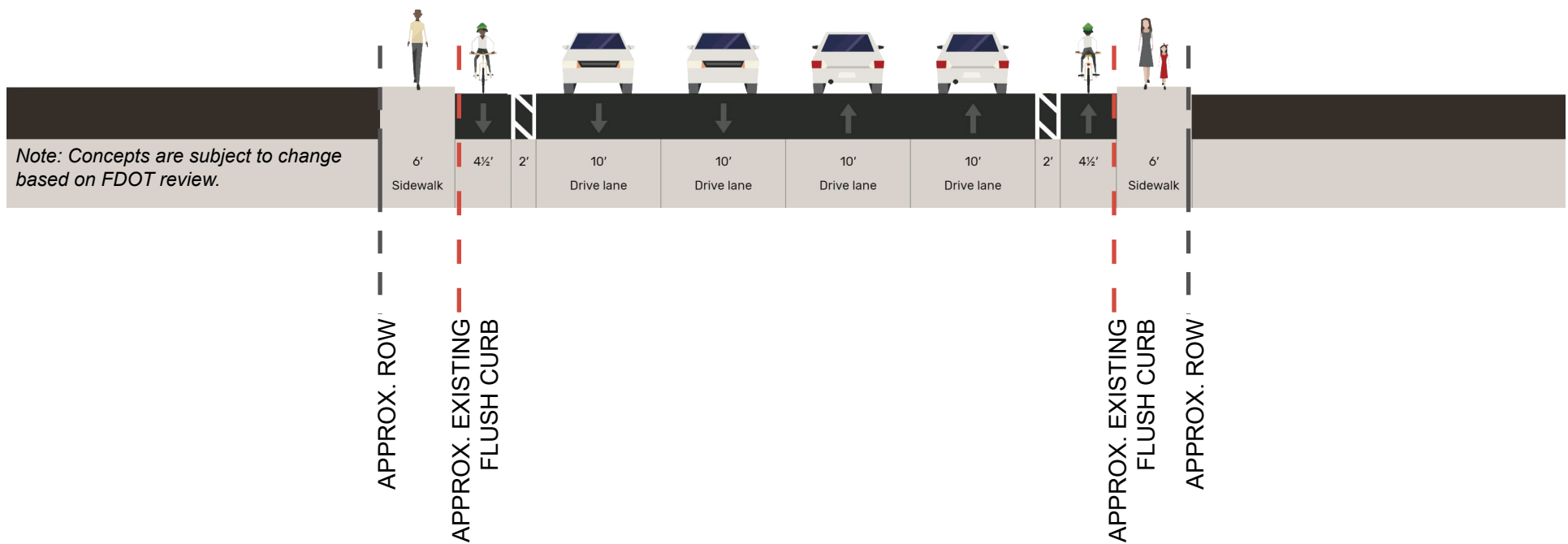
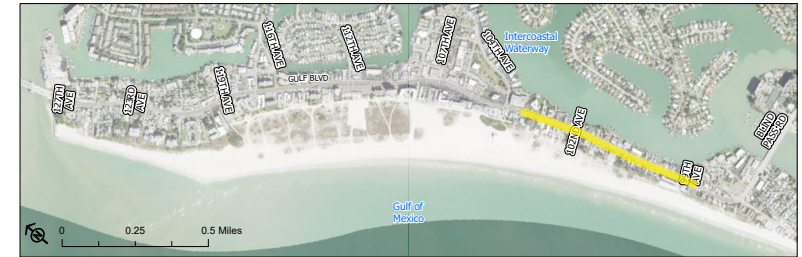
South Segment Concept Alternatives: Option B



Note: Concepts are subject to change based on FDOT review.



South Segment Concept Alternatives: Option C

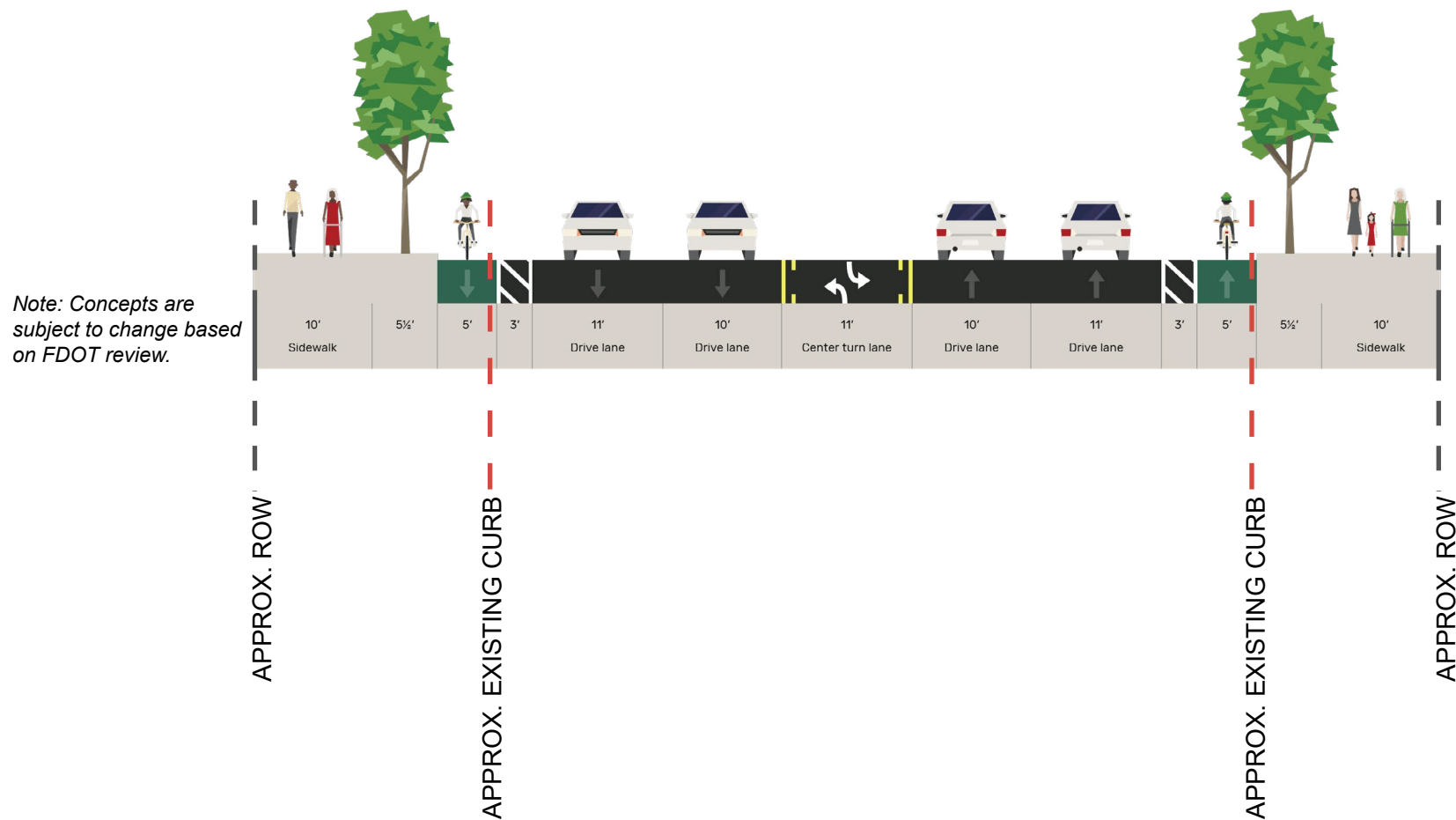


Central Segment Concept Alternatives

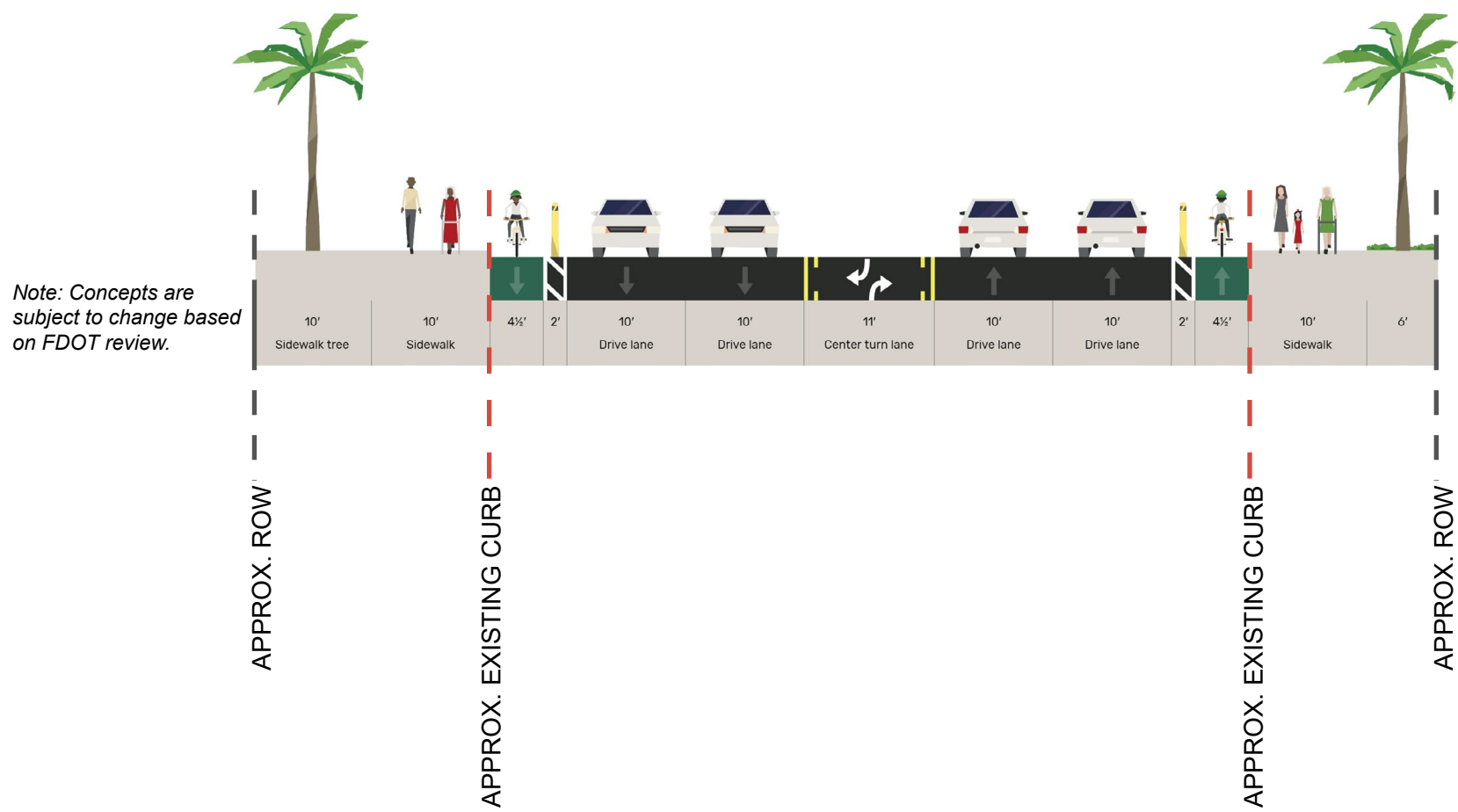
Central Segment (100' ROW): 103rd Avenue to 112th Avenue				
Option	Elements	Pros	Cons	Concept Section
Option A	4 travel lanes - Restripe roadway 11' center turn lane - Intermittent landscaped median 6' buffered bike lane 5' landscape buffer 10' sidewalks	- Protected bike facilities - Landscaping and shade trees on both sides - Median landscaping - Wide, curbed sidewalks	- High cost - Impacts to existing landscaping - Potential impacts to adjacent off-street parking	
Option B	4 travel lanes - Restripe roadway 11' center turn lane - Intermittent landscaped median 4' buffered bike lane 10' sidewalks	- Protected bike facilities - Median landscaping - Minimal impacts to existing landscaping - Minimal impacts to adjacent off-street parking - No moving curb - Lower cost	Narrow bike lanes	
Option C (Leave as-is)	4 travel lanes 15' center turn lane 4' bike lane 10' sidewalks	- No impacts to existing landscaping - No impacts to adjacent off-street parking - No cost	- No landscaping buffer - No protected bike facilities	

Note: Concepts are subject to change based on FDOT review.

Central Segment Concept Alternatives: Option A



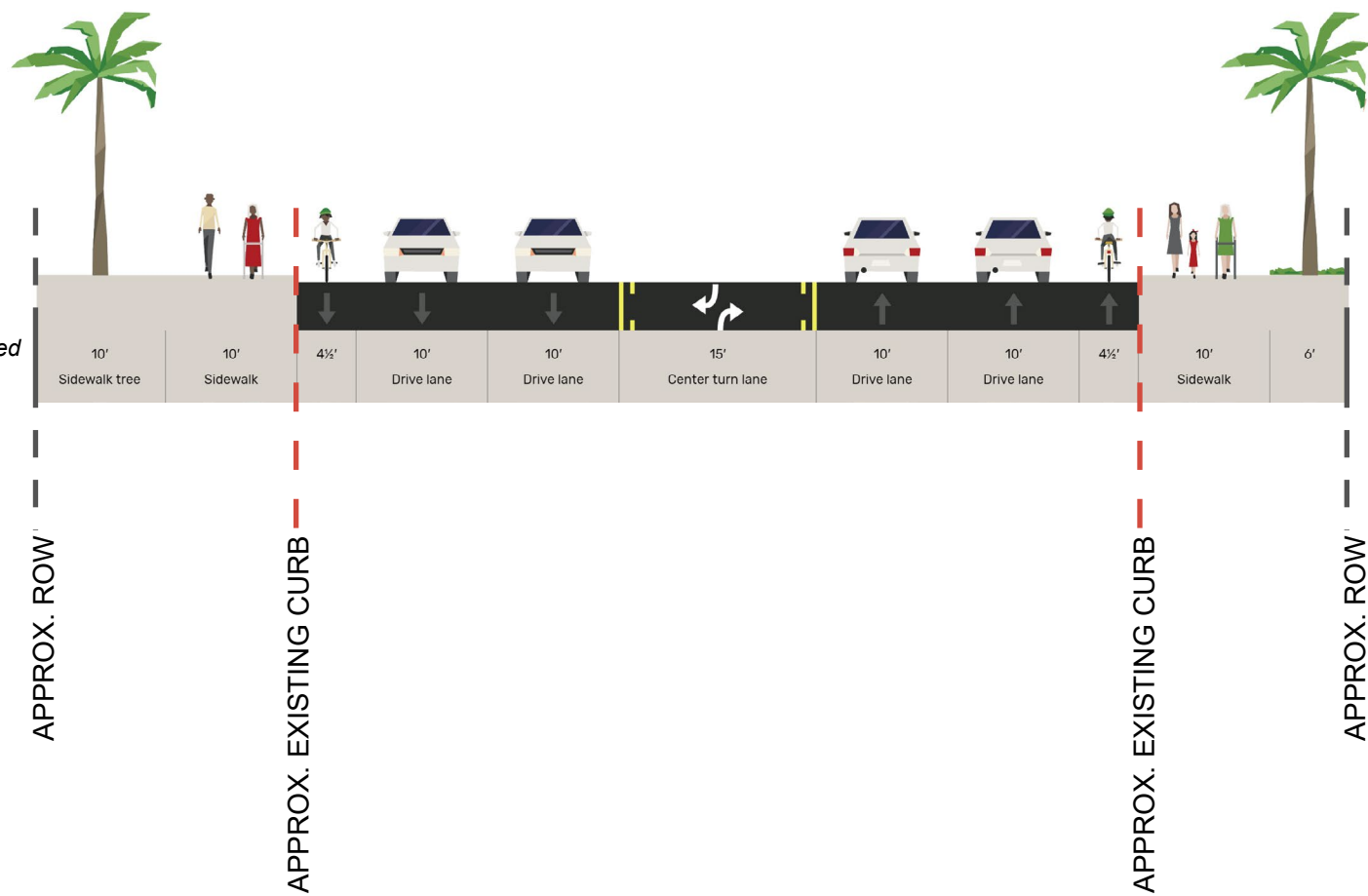
Central Segment Concept Alternatives: Option B



Central Segment Concept Alternatives: Option C (Leave As-Is)



Note: Concepts are subject to change based on FDOT review.

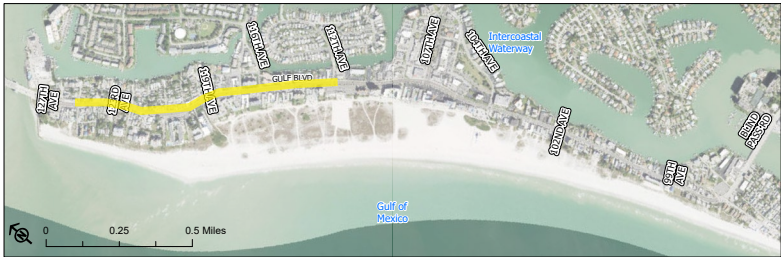


Central and North Segment Concept Alternatives

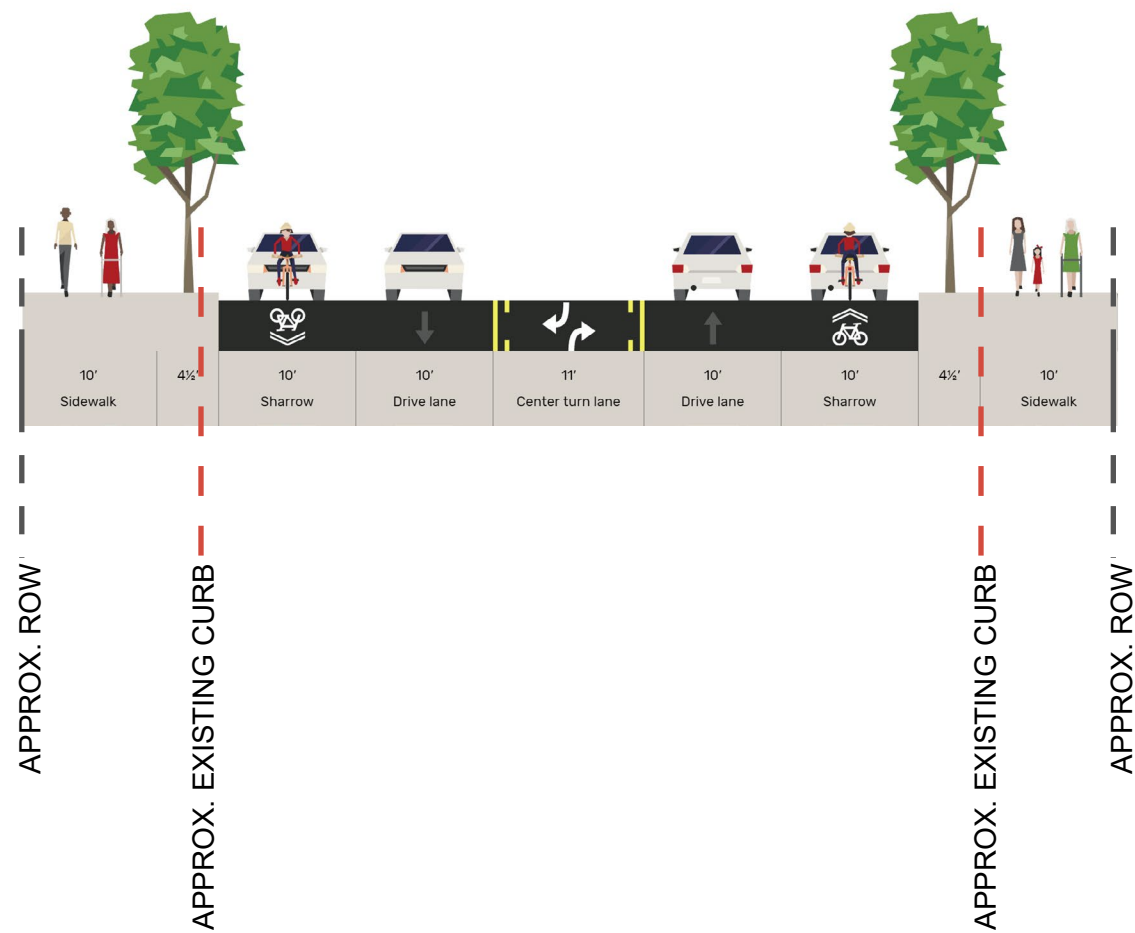
Central and North Segment (80' ROW): 112th Avenue to 126th Avenue				
Option	Elements	Pros	Cons	Concept Section
Option A	4 travel lanes 11' center turn lane - Shared lane markings 4-5' landscape buffer 10' sidewalks	- Landscaping and shade trees - Wide, curbed sidewalks	No protected bike facilities	
Option B	4 travel lanes 11' center turn lane - Intermittent landscaped median 6' buffered bike lane 6' sidewalks	- Protected bike facilities - Median landscaping	Narrow sidewalks	
Option C (Leave as-is)	4 travel lanes 11' center turn lane - Shared lane markings 9-12' sidewalks	No cost	- No landscaping - No protected bike facilities	

Note: Concepts are subject to change based on FDOT review.

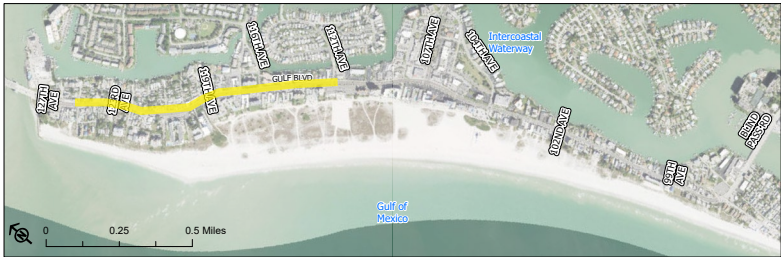
Central and North Segment Concept Alternatives: Option A



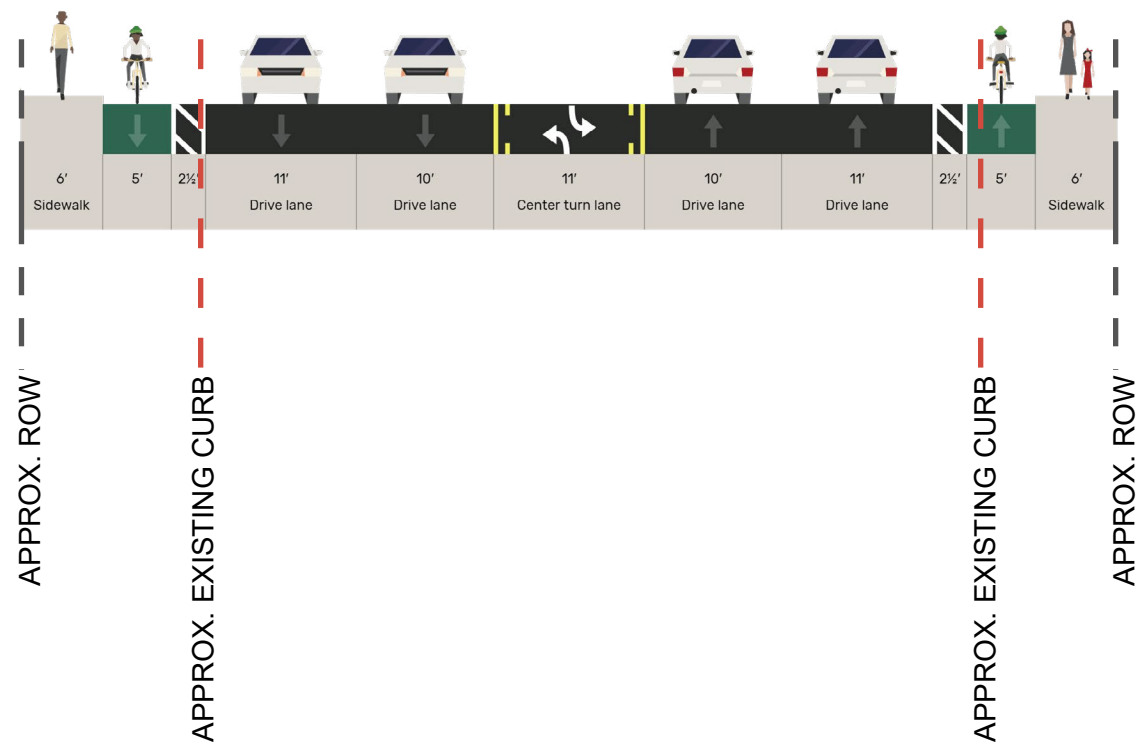
Note: Concepts are subject to change based on FDOT review.



Central and North Segment Concept Alternatives: Option B



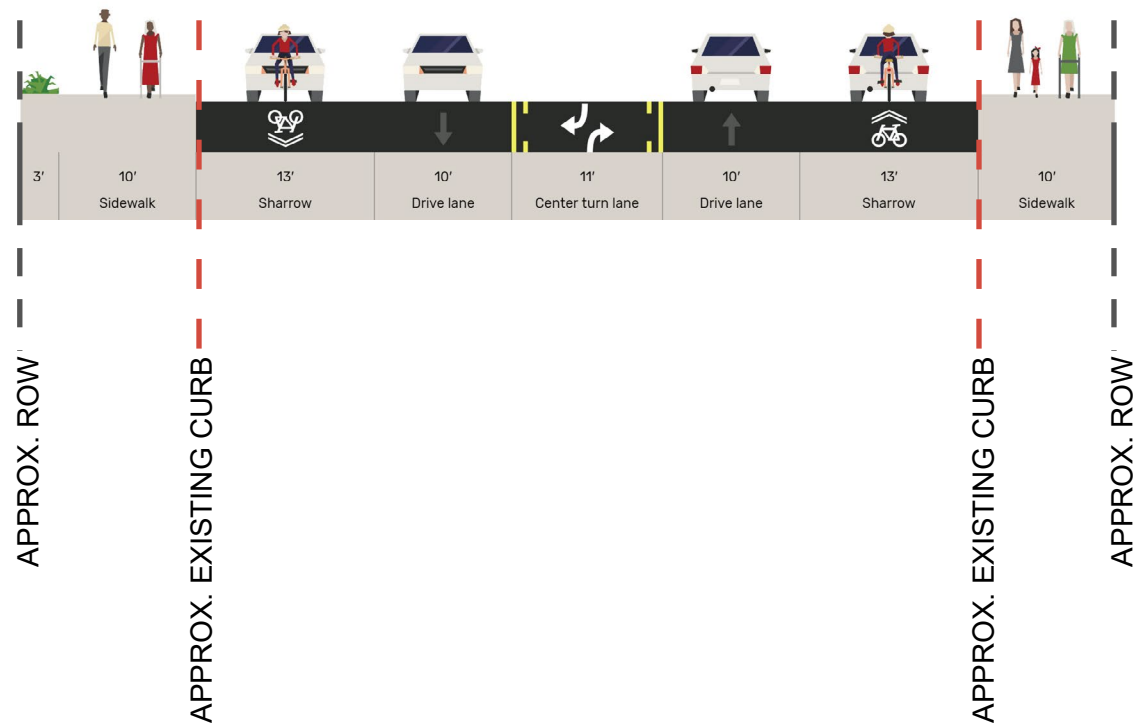
Note: Concepts are subject to change based on FDOT review.



Central and North Segment Concept Alternatives: Option C (Le



Note: Concepts are subject to change based on FDOT review.

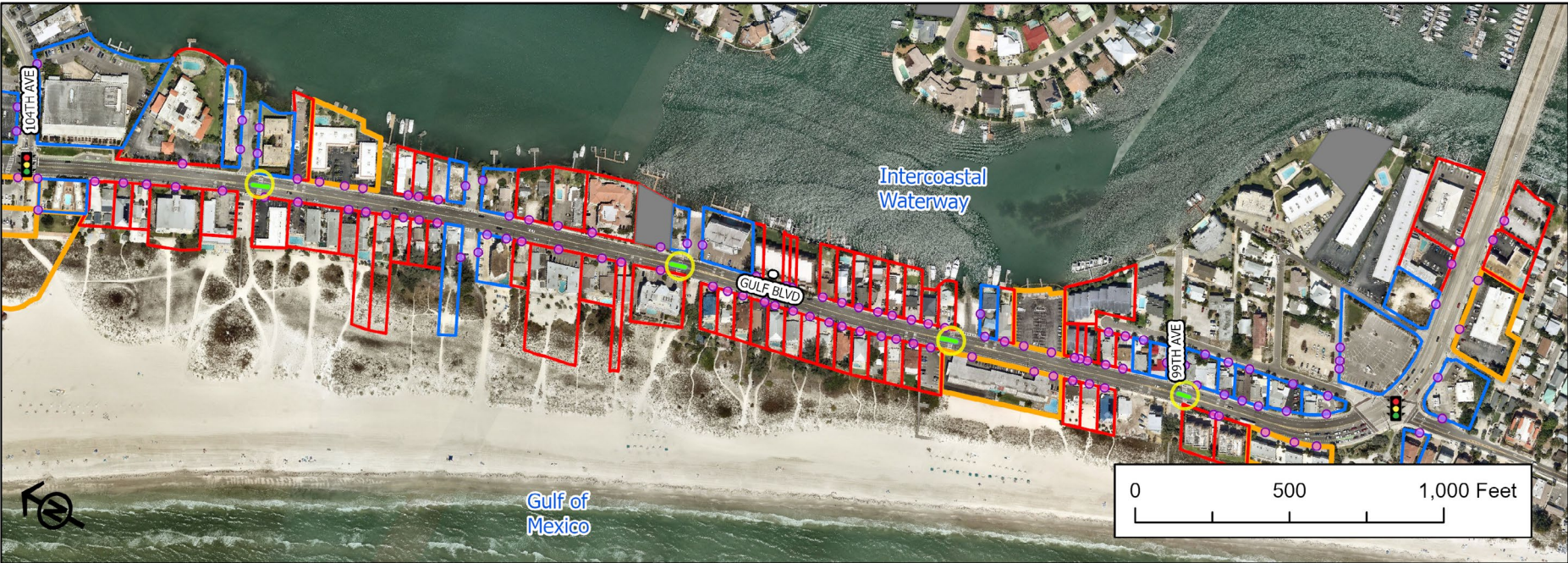




APPENDIX E: MEDIAN AND DRIVEWAY OPENING ANALYSIS

Desktop analysis of existing medians and driveway openings for parcels adjacent to Gulf Boulevard. This also includes locations for potential medians in the future.

South Segment Access Management and Driveway Inventory



Legend

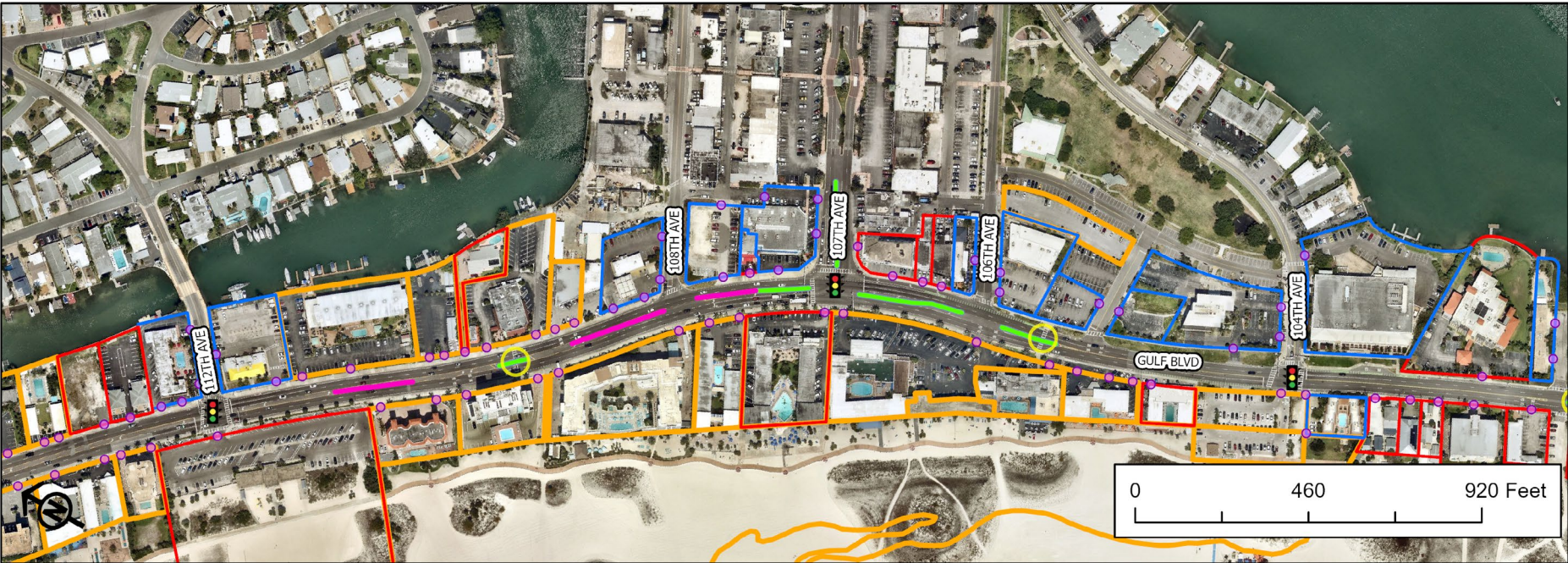
Existing Crossings

- Mid-block Crossing
- Signalized Intersection
- Existing Access Points
- Existing Medians
- Potential Median Locations

Parcel Access Type

- Multiple Access
- Side or Alley Access
- Sole Access from Gulf Blvd

Central Segment Access Management and Driveway Inventory



Legend

Existing Crossings

- Mid-block Crossing
- Signalized Intersection
- Existing Access Points
- Existing Medians
- Potential Median Locations

Parcel Access Type

- Multiple Access
- Side or Alley Access
- Sole Access from Gulf Blvd

North Segment Access Management and Driveway Inventory



Legend

Existing Crossings

- Mid-block Crossing
- Signalized Intersection
- Existing Access Points
- Existing Medians
- Potential Median Locations

Parcel Access Type

- Multiple Access
- Side or Alley Access
- Sole Access from Gulf Blvd

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APPENDIX F: RELEVANT PLANS

Recent plans that are relevant to the future improvements of Gulf Boulevard.



October 4, 2021

GULF BOULEVARD (SR 699) FROM 1ST STREET TO EAST OF HARRELL AVENUE

Section No. 15100000, Milepost 3.886 to 4.013
Pinellas County

MID-BLOCK CROSSING ASSESSMENT

FPID: 254553-2-32-02, Contract No. C9W13

Submitted to:
Florida Department of Transportation District 7 Traffic Operations

PROFESSIONAL ENGINEER ENDORSEMENT

I hereby certify that I am a Registered Professional Engineer in the State of Florida and practicing with Johnson, Mirmiran & Thompson, Inc. Johnson, Mirmiran, & Thompson, Inc. is authorized via Certificate Number EB-0005917 to operate as an Engineering Business by the Florida State Board of Professional Engineers, State of Florida Department of Professional Regulation. I have prepared or supervised the preparation of the evaluation, findings, conclusions, recommendations, or professional opinions/advice contained in this document. My endorsement constitutes my approval of these items.

PROJECT: FDOT District 7 District Wide Safety Studies and Minor Design –
Continuing Services

LOCATION: Gulf Boulevard (SR 699) from 1st Street to East of Harrell Avenue –
Mid-Block Crossing Assessment

CLIENT: Florida Department of Transportation
District Seven

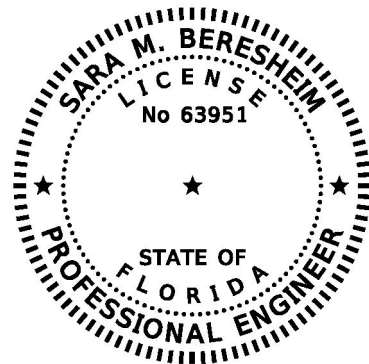
The results contained in this report were developed using procedures and references standard to the transportation engineering practice. These references and procedures were applied using professional judgment and experience.

Name: Sara Beresheim, P.E.

P.E. No.: 63951

Date: October 4, 2021

Signature _____



EXECUTIVE SUMMARY

The Florida Department of Transportation (FDOT) has retained Johnson, Mirmiran, & Thompson, Inc. (JMT) as part of the District Wide Safety Studies and Minor Design contract to conduct a Mid-Block Crossing Assessment along SR 699 from 1st Street to east of Harrell Avenue in Pinellas County, Florida.

The study has been conducted in accordance with the FDOT Traffic Engineering Manual (TEM), the FDOT Manual on Uniform Traffic Studies (MUTS) and the Federal Highway Administration's (FHWA's) Manual on Uniform Traffic Control Devices (MUTCD). Based on the results of the data collection, data analysis, field observations, and engineering judgment, the following recommendations were developed (**Appendix C**) and the cost of these recommendations are shown in **Appendix D**:

Immediate Recommendations:

1. Consider placing "Stop Signs" (R1-1) and stop bars at all parking lot exits between 1st Street to east of Harrell Avenue (7-Eleven, Taco Bus, Dorothy's Sweet Cakes, Sunrise Motel, Sea Dog Brewing Co.).
2. Consider replacing all the detectable warning mats at SR 699 and 1st Street / West Gulf Boulevard as they are broken and cracked. Consider adding detectable warning mats at the intersection of Harrell Avenue and SR 699.
3. Consider adding another blank out sign to the westbound approach of 1st Street / West Gulf Boulevard to prohibit right turn movements during the pedestrian walking phase.
4. Consider adding a high visibility crosswalk to Harrell Avenue.
5. Consider installing standard yellow flashing warning beacons before Sea Dogs Brewing Company and closely monitor pedestrian activity.

Short-Term Recommendations:

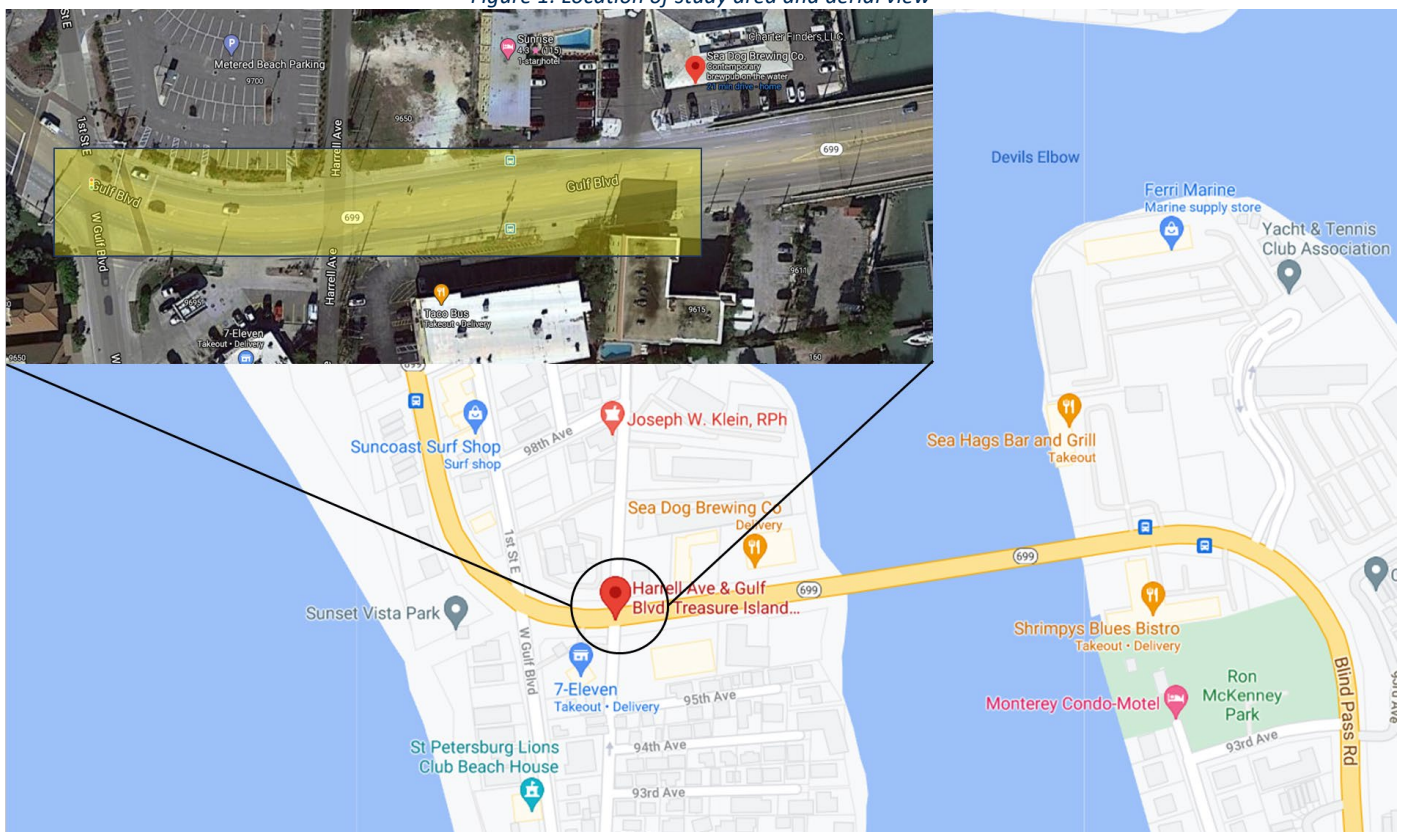
1. Consider installing a Pedestrian Hybrid Beacon (PHB) midblock crosswalk on SR 699 between Harrell Avenue and the beginning of the bridge. The concept diagram is shown in **Appendix C** to show the recommended crosswalk with a Pedestrian Hybrid Beacon.

1.0 INTRODUCTION

This *Technical Memorandum: Mid-Block Crossing Assessment – SR 699 from 1st Street to East of Harrell Avenue* was prepared for the FDOT District 7 Traffic Operations Department by JMT as a part of the District Wide Safety Studies and Minor Design contract. This report includes the data collection, crash analysis, qualitative assessment, and pedestrian crossing analysis as requested by FDOT.

The analysis methods used in conducting this study are consistent with those set forth in the FDOT TEM, the FDOT MUTS and the FHWA MUTCD. Figure 1 shows the study location in relation to the adjacent roadway system.

Figure 1: Location of study area and aerial view



2.0 EXISTING CONDITIONS

This section summarizes the roadway features and traffic characteristics. The results of these summaries provide an understanding of the existing characteristics and conditions within the study limits.

SR 699/Gulf Boulevard is a two-way, four-lane divided with a center two-way left turn lane urban roadway that extends in an east-west orientation, and functionally serves as an urban minor arterial. Within the study limits, SR 699 has a posted speed limit of 35 mph and is classified as an access level 7 according to the Access Management Handbook, with both unrestrictive and restrictive median types which allows for directional median openings every 330 feet and full median openings every 660 feet and restricts signal spacing to 1,320 feet. Existing land uses along the segment of SR 699 consist of water, residential estates, store centers and commercial use. There are currently no future land use plans at this time. Based on the context, this segment is classified as C4- Urban General. Typical section consists of 11-foot travel lanes bordered by Type F curb and gutter. Six-foot sidewalks with two-foot buffers are along both sides of SR 699 within the study limits. Bicycle lanes exist on both sides of the study segment. Designated crossing locations are located at the midblock of SR 699 just south of 99th Avenue, at the signalized intersection of SR 699 and 1st Street, and at the midblock of Blind Pass Road near Mulligans Plaza. The designated midblock crosswalks are west and east of the study limits; with only the crosswalk at the signalized intersection being within the study limits. From the signalized intersection, the midblock crosswalk to the west is approximately 600 feet away and to the east approximately 1,650 feet away from each other. There is a Suncoast Beach Trolley (SCBT) bus stop approximately 170 feet east of Harrell Avenue on both the north and south side of SR 699. This corridor is served by SCBT bus route Downtown Clearwater. There is street lighting along both sides of SR 699 within the study limits. Cobra-style luminaires are mounted on joint-use poles along both sides of SR 699.

1st Street is a two-way, two lane undivided urban roadway that extends in a north-south orientation and forms the north leg at the intersection with SR. 1st Street has a posted speed limit of 25 mph within the study area. There are no sidewalks or bicycle features on either side of 1st Street. The side street has marked crosswalks with textured pavement and longitudinal white lines. Land uses along 1st Street consist of a commercial properties and residential estates with some public parking closer to SR 699.

West Gulf Boulevard is a two-way, two lane undivided urban roadway with an exclusive left and a shared through right lane that extends in a north-south orientation and forms the south leg at the intersection with SR 699. West Gulf Boulevard has a posted speed limit of 25 mph within the study area. There are sidewalks on the west side of West Gulf Boulevard, but no bicycle features. The side street has marked crosswalks with textured pavement and longitudinal white lines. Land uses along West Gulf Boulevard consist mostly of residential estates and water with some commercial use.

The north side of Harrell Avenue a two-way, two lane undivided urban roadway that extends in a north-south orientation and intersects SR 699 at a T-intersection of SR 699. The south side of Harrell Avenue is a one-way, one lane urban roadway that intersects SR 699 at a T-intersection. Harrell Avenue has a posted speed limit of 15. There are no sidewalks or bicycle features on either side of Harrell Avenue. The side streets do not have any marked

crosswalks. Land uses along Harrell Avenue consist mostly of residential properties. Both approaches of Harrell Avenue are stop controlled.

3.0 DATA COLLECTION

This section of the report presents the data that was obtained for this study. For the purposes of this study, it was determined that the following information would be required:

- Eight-hour pedestrian/bicycle counts
- Five years of collision data

3.1 PEDESTRIAN/BICYCLE VOLUME

JMT conducted pedestrian and bicycle crossing counts along SR 699 from 1st Street to East of Harrell Avenue on Friday, April 9, 2021, Saturday, April 10, 2021, and Sunday, April 11, 2021, from 7:00 a.m. to 9:00 a.m., from 11:00 a.m. to 2:00 p.m. and, from 4:00 p.m. to 7:00 p.m. A total of 2,558 pedestrians and 106 bicyclists were counted crossing within the vicinity of the study area on all days combined with highest pedestrian and bicyclists observed crossing on Saturday, April 10, 2021.

Table 1: Friday, April 9th, 2021, Pedestrian/Bicycle Volumes

	1 st Street East to Harrell Avenue			Harrell Avenue to Beginning of Bridge		Total
Time Frame	Pedestrians	Bicyclists	Total	Pedestrians	Bicyclists	
7am - 8am	7	0	7	6	1	7
8am - 9am	27	1	28	15	1	16
11am - 12pm	40	6	46	7	1	8
12pm - 1pm	68	3	71	3	0	3
1pm - 2pm	62	2	64	49	2	51
4pm - 5pm	78	5	83	38	0	38
5pm - 6pm	103	3	106	63	0	63
6pm - 7pm	85	8	93	90	3	93
Total	470	28	498	271	8	279

Greater than or equal to 15

Greater than or equal to 18

Greater than or equal to 20

Table 2: Saturday, April 10th, 2021, Pedestrian/Bicycle Volumes

	1 st Street East to Harrell Avenue			Harrell Avenue to Beginning of Bridge		Total
Time Frame	Pedestrians	Bicyclists	Total	Pedestrians	Bicyclists	
7am - 8am	19	1	20	9	0	9
8am - 9am	16	1	17	20	1	21
11am - 12pm	214	19	233	24	1	25
12pm - 1pm	155	7	162	48	1	49
1pm - 2pm	223	10	233	63	4	67
4pm - 5pm	435	7	442	114	1	115
5pm - 6pm	94	9	103	49	0	49
6pm - 7pm	31	1	32	85	0	85
Total	1,187	55	1,242	412	8	420
Greater than or equal to 15						
Greater than or equal to 18						
Greater than or equal to 20						

Table 3: Sunday, April 11th, 2021, Pedestrian/Bicycle Volumes

	1 st Street East to Harrell Avenue			Harrell Avenue to Beginning of Bridge		Total
Time Frame	Pedestrians	Bicyclists	Total	Pedestrians	Bicyclists	
7am - 8am	9	0	9	8	0	8
8am - 9am	18	0	18	16	2	18
11am - 12pm	15	1	16	5	2	7
12pm - 1pm	0	0	0	21	0	21
1pm - 2pm	6	0	6	35	0	35
4pm - 5pm	16	0	16	21	1	22
5pm - 6pm	8	0	8	20	1	21
6pm - 7pm	1	0	1	19	0	19
Total	73	1	74	145	6	151
Greater than or equal to 15						
Greater than or equal to 18						
Greater than or equal to 20						

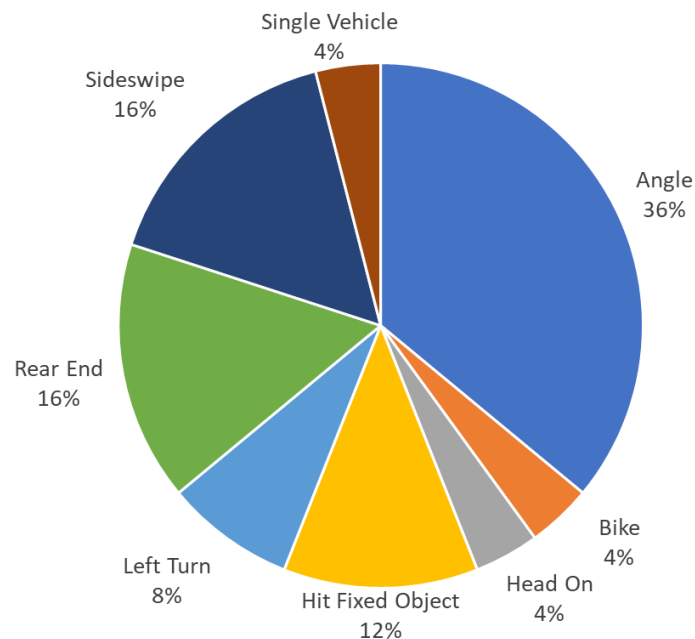
Pedestrian and bicycle volume count data is included in **Appendix A** of this report.

4.0 CRASH ANALYSIS

Collision reports were obtained from the FDOT's Crash Data Management System (CDMS) database for the 60-month period extending between January 2015 and December 2019 for the influence area of the section. Crash diagrams and summaries can be found in **Appendix B**.

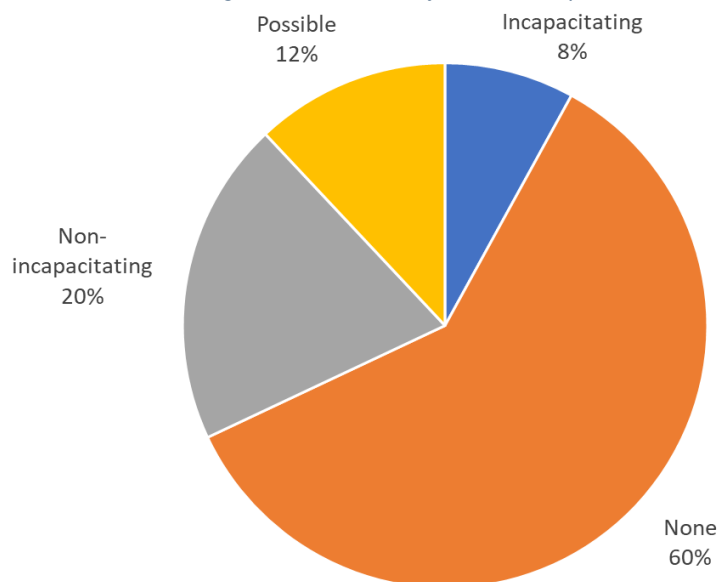
The collision data summary shows that there have been twenty-five collisions reported at the segment during the five years analyzed. Nine (36%) of the crashes were angle crashes, four (16%) were rear end crashes, four (16%) were sideswipe crashes, three (12%) were hit fixed object crashes, two (8%) were left turn crashes, one (4%) was a single vehicle crash, one (4%) was a head on crash, and one (4%) was a bicycle crash.

Figure 2: Distribution of Crash Type on SR 699



Two (8%) crashes resulted in incapacitating injury, five (20%) crashes resulted in non-incapacitating injury, three (12%) crashes resulted in possible injury, and fifteen (60%) resulted in property damage only. Five (20%) of the crashes occurred at night and four (16%) occurred on wet pavement.

Figure 3: Distribution of Crash Severity on SR 699



One bicycle crash was documented in this area over the five-year study period and resulted in non-incapacitating injury. The bicycle non-incapacitating injury occurred on SR 699. The vehicle was traveling south on SR 699 outside right turn lane, approaching West Gulf Boulevard. The bicyclist was traveling south on SR 699 curb lane, approaching West Gulf Boulevard. The vehicle turned right onto West Gulf Boulevard and struck the bicyclist through the bicycle lane on the left side. No damage was done to vehicle one who caused the crash by careless driving and failed to yield to the bicyclist.

Crash rate for this segment was calculated using Annual Average Daily Traffic (AADT) obtained from FDOT's Florida Traffic Online website, per Portable Traffic Monitoring Site (PTMS) #155088, during the five-year period an average of 16,180 vehicles travel this corridor of SR 699 from 1st Street to East of Harrell Avenue. The average crash rate for the study corridor was calculated based on the number of crashes per million vehicles miles traveled and was found to be 5.538 crashes per million vehicle-miles of travel (MVMT). This is lower than the statewide average of 6.110 crashes/MVMT for similar urban segment 4 lane 2-way divided paved roadway from 2014 to 2018 (**Appendix B**).

Figure 4: Distribution of crashes in study area

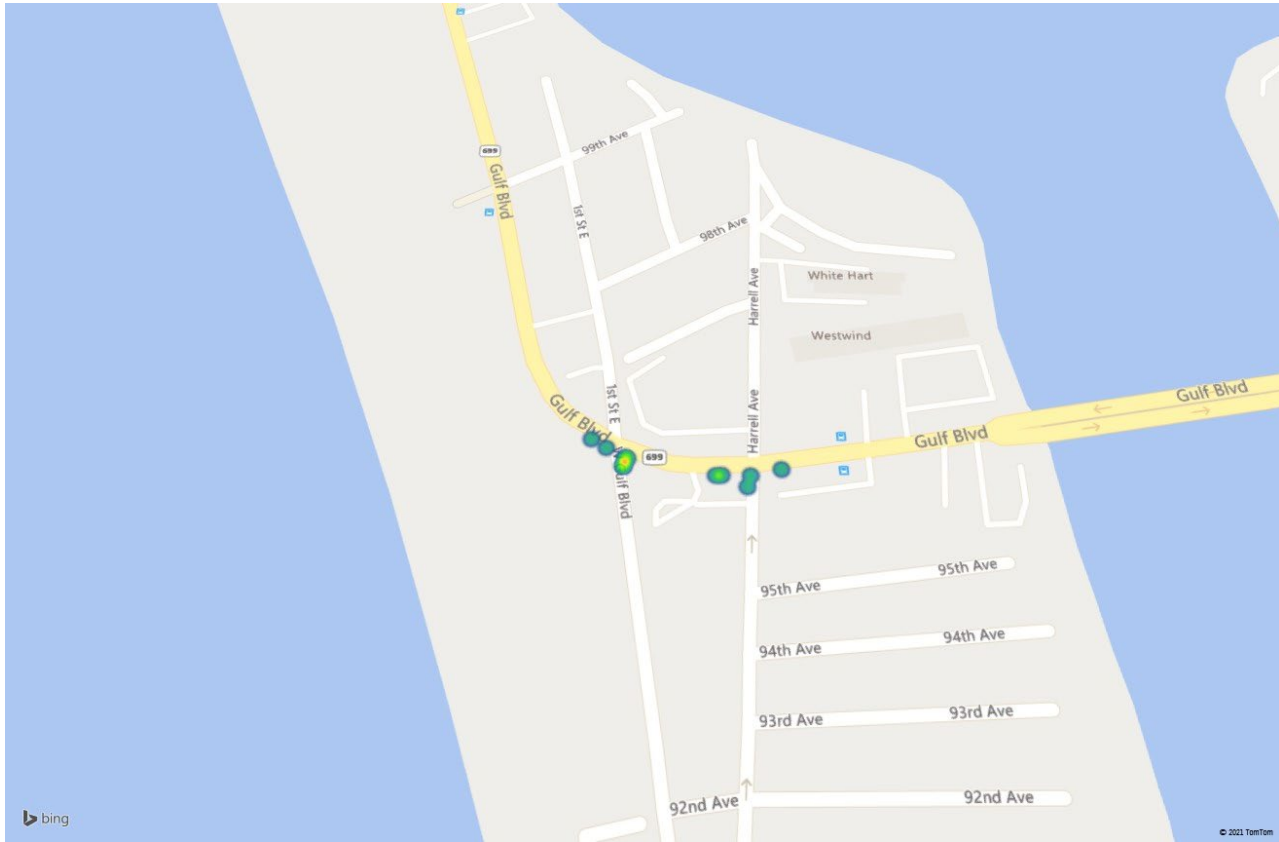


Table 4: Collision Summary
January 2015 - December 2019
(60 months of data)

COLLISION TYPE	2015	2016	2017	2018	2019	TOTAL
Rear End	2	0	1	0	1	4 (16%)
Left Turn	0	0	0	2	0	2 (8%)
Angle	1	2	3	2	1	9 (36%)
Sideswipe	1	1	1	1	0	4 (16%)
Pedestrian	0	0	0	0	0	0 (0%)
Bicycle	1	0	0	0	0	1 (4%)
Hit Fixed Object	0	1	0	1	1	3 (12%)
Hit Non-Fixed Object	0	0	0	0	0	0 (0%)
U-Turn	0	0	0	0	0	0 (0%)
Single Vehicle	0	0	0	1	0	1 (4%)
Head On	0	1	0	0	0	1 (4%)
Total	5	5	5	7	3	25 (100%)
Fatal (K)	0	0	0	0	0	0 (0%)
Incapacitating Injury (A)	1	0	1	0	0	2 (8%)
Non-incapacitating Injury (B)	2	0	1	1	1	5 (20%)
Possible Injury (C)	0	2	0	0	1	3 (12%)
Property Damage Only (O)	2	3	3	6	1	15 (60%)
Day	4	5	5	4	2	20 (80%)
Night	1	0	0	3	1	5 (20%)
Wet	1	0	0	3	0	4 (16%)
Dry	4	5	5	4	3	21 (84%)
AM Peak (7 AM - 9 AM)	0	1	0	0	0	1 (4%)
Midday Peak (11 AM - 1 PM)	1	1	1	0	0	3 (12%)
PM Peak (4 PM - 6 PM)	0	1	3	1	0	5 (20%)
Collision Rate (Crashes/MVMT)	Avg.= 5.538					

5.0 QUALITATIVE ASSESSMENT

Qualified Engineers observed Gulf Boulevard (SR 699) from 1st Street to East of Harrell Avenue to assess existing conditions. The following are observations made during the field review:

- Vehicles were observed traveling above the posted speed limit.
- The sight distance at the intersection was adequate except at the crosswalk on the north leg of 1st Street. The location of the signal cabinet as well as the position of the mast arm pole combined with the location of the curb ramp limits the visibility of the pedestrian crossing from the northeast to the northwest corner.



Figure 5: Sight Distance at North Leg of 1st Street

- The street signs are illuminated at the intersection of SR 699 and 1st Street / West Gulf Boulevard. There is a blank out sign for the eastbound approach that activates when the pedestrian signal is activated.



Figure 6: Illuminated Street Name Signs at Intersection of SR 699 and 1st Street / West Gulf Boulevard

- There were vehicles observed stopping on the crosswalk at the signalized intersection.



Figure 7: Pedestrian Crossing Activity along West Leg of SR 699 and 1st Street / West Gulf Boulevard

- There is existing 6-foot-wide minimum sidewalk along both sides of SR 699 within the study corridor.
- Pavement markings along SR 699 are in good condition but are fading along the side streets.



Figure 8: Pavement Markings on Eastern Approach of SR 699 at Intersection of 1st Street / West Gulf Boulevard (Left) and Southern Approach of 1st Street (Right)

- Bus stops are present along the stretch of the corridor. These were observed in good condition.



Figure 9: Bus Stops on Eastern Approach of SR 699 near Harrell Avenue

- Pedestrians were observed crossing most frequently between Harrell Avenue and the beginning of the bridge between 4pm-6pm on Saturday.



Figure 10: Pedestrian Midblock Crossing Activity near Sea Dog Brewing Company

- Pedestrians were observed waiting within the two-way left turn lane to finish crossing. In one instance, during the time of observation vehicles were observed stopping and yielding to pedestrians.
- Pedestrians that were going to the brewery were observed crossing midblock. Otherwise, most pedestrians were observed crossing at the signalized intersection of SR 699 and 1st Street / West Gulf Boulevard to access the parking lot.



Figure 11: Pedestrian Eastbound Crossing Activity at Intersection of SR 699 and West Gulf Boulevard

- All the pedestrian signals were observed to be in working condition.



Figure 12: Pedestrian Signal at Intersection of West Gulf Boulevard and SR 699

- Curb ramps at Harrell Avenue were observed to be missing detectable warning mats.



Figure 13: Curb Ramps at Southern Approach of Harrell Avenue

- The detectable warning mats at the curb ramps were observed to be damaged.



Figure 14: Detectable Warning Mats at Intersection of SR 699 and 1st Street / West Gulf Boulevard

- The condition of the pavement is observed to be good. There are no visible potholes or other types of major distresses. But there are visible signs of tire tracks along the corridor.



Figure 15: Tire Tracks at Intersection of SR 699 and 1st Street / West Gulf Boulevard

- The sidewalks are in good condition with little signs of cracking.



Figure 16: Sidewalk along Eastbound Approach of SR 699 (Left) and Sidewalk towards Beach (Right)

- The “End Center Lane Only” sign approaching the bridge is fading.



Figure 17: Signage along Eastbound Approach of Bridge

6.0 PEDESTRIAN CROSSING ANALYSIS

The existing conditions on Gulf Boulevard (SR 699) from 1st Street to East of Harrell Avenue were compared with the criteria for installation of midblock crosswalks as contained in Section 5.2 of the Florida Department of Transportation's (FDOT's) Traffic Engineering Manual (TEM). The criteria used include the following:

- Proximity to significant pedestrian generators
- Pedestrian demand
- Pedestrian crossing location characteristics

The area of SR 699 from 1st Street to East of Harrell Avenue was studied to determine if the criteria for installation of a midblock crosswalk is met.

- Proximity to significant pedestrian generators
The study area has several established pedestrian generators and attractors. These include Metered Beach Parking, Sunrise Hotel, Sea Dog Brewing company, 7-Eleven, Taco Bus, Donald L. Taylor, P.A. / Smith & Associates Real Estate, and residential homes, hotels, and condos along intersecting streets of SR 699.
- Pedestrian demand
 - a. The maximum demand within the vicinity of the proposed crosswalk between Harrell Avenue and the beginning of the bridge in a one-hour period was 115 pedestrians or bicycles. Volumes were above the criteria of 20 pedestrians for one hour. The two highest hourly volumes in the study area were 115 and 93. This was also above the criteria of 18 or more pedestrians during any two hours. The three highest hourly volumes crossing SR 699 were 115, 93, and 85. This was also above the criteria of 15 or more pedestrians during each of the three hours.
 - b. A pedestrian volume demand threshold is not needed for the following:
 - a. *Pedestrian crosswalks within a school zone*: No school zones exist within the study area.
 - b. *Pedestrian crosswalks under specific roadway context classification for posted speed of 35 mph or less*: This corridor is classified as a C4 Urban General and the posted speed is 35 mph which is at the threshold, and therefore a pedestrian volume demand threshold is not needed in this case.
- Pedestrian crossing location characteristics
Pedestrian crosswalk locations must be outside of the influence area of adjacent signalized intersections and shall not be installed within auxiliary lanes. The minimum distance between alternative crossing locations shall be 300 feet. Based on a review of pedestrian and bicycle activity within the study limits, it was found that thirty-two percent of crossings occurred between Harrell Avenue to the beginning of the bridge. There are no marked crosswalks within this segment. The nearest crossing to the east of the proposed crosswalk is at the midblock of Blind Pass Road near Mulligans Plaza approximately 1,150 feet away. The nearest crossing to the west of the proposed crosswalk is at the signalized intersection of SR 699 and 1st Street, approximately 500 feet away. This

exceeds the minimum requirement of 300 feet.

Based on the criteria detailed above, a marked pedestrian crosswalk is justified along SR 699 between Harrell Avenue and the beginning of the bridge. The proposed location of the crosswalk is shown in the concept diagram in **Appendix C**.

7.0 PEDESTRIAN CROSSING TREATMENTS

Section 5.2 of the Florida Department of Transportation's (FDOT's) Traffic Engineering Manual (TEM) has several options for mid-block crossing treatments. They include the following:

- Midblock Traffic Control Signal
- Pedestrian Hybrid Beacon (PHB)
- Beacons (Not Requiring Signal Warrants)
- Crosswalk Signing and Pavement Markings & Other Supplemental Enhancements

The segment of SR 699 from 1st Street to East of Harrell Avenue was evaluated to determine the most appropriate pedestrian crossing treatment for the location based on travel speed, vehicular volume and crossing volumes. Per the nearest Portable Traffic Monitoring Site (PTMS) No. 155088, the K factor along this corridor is 9% and the Annual Average Daily Traffic (AADT) is 15,800, which suggests a peak hour traffic of 1,422 VPH.

- Midblock Traffic Control Signal

Traffic control signals at midblock crosswalks shall meet the following:

- A minimum distance of 300 feet from side streets or driveways controlled by a signal, stop, or yield sign.
- For midblock crosswalks that are greater than 300 feet from the nearest signalized intersection, its distance to adjacent signals and availability of adequate gaps for pedestrian crossing shall also be considered to determine whether the signal is needed for safe pedestrian crossing.
- Pedestrian volumes per warrant 4 of the MUTCD

When pedestrian volumes meet signal warrants, a traffic control signal may be installed at the location to serve the demand. Pedestrian signal warrants and installation guidelines are detailed in Section 4C.05 of the MUTCD. The pedestrian volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street. The MUTCD states the need for a traffic control signal at an intersection or midblock crossing shall be considered if an engineering study finds that one of the following criteria is met:

- A. For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) all fall above the curve in Figure 4C-5 (or 4C-6 for speeds above 35 mph); or

- B. For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) falls above the curve in Figure 4C-7 (or 4C-8 for speeds above 35 mph).

If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 35 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-6 may be used in place of Figure 4C-5 to evaluate Criterion A, and Figure 4C-8 may be used in place of Figure 4C-7 to evaluate Criterion B.

The criterion for the pedestrian volume crossing the major street may be reduced under the following conditions.

- A. By 50 percent, when the 15th percentile crossing speed is less than 3.5 feet per second,
- B. By 30 percent, when the 85th percentile speed on the major street exceeds 35 mph or when the area of the midblock crossing is within the built-up area of an isolated community having a population of less than 10,000.

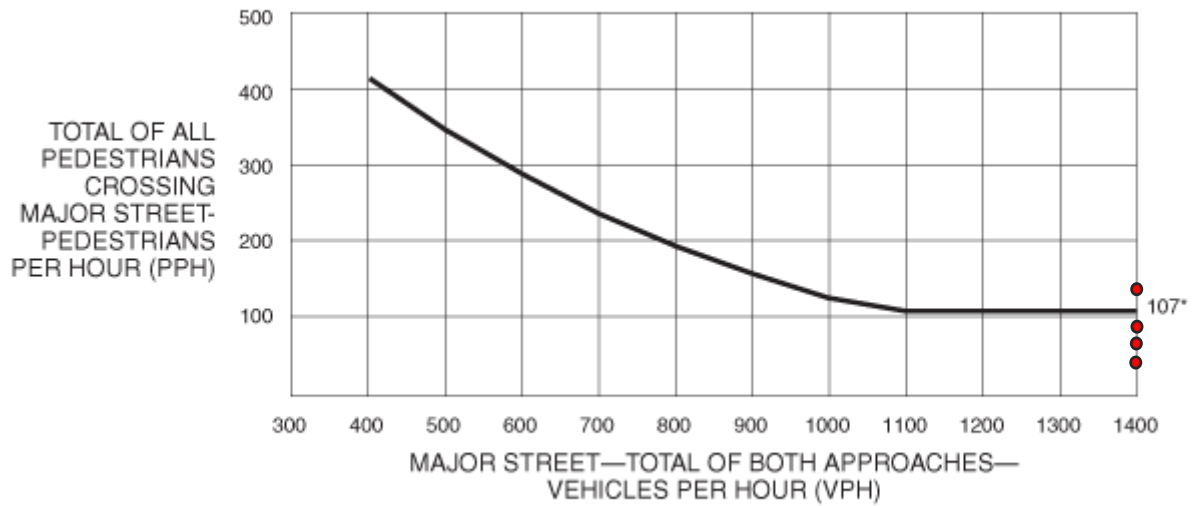
It must be noted that walking speeds were not recorded or studied for this corridor segment, however, children under 12 years of age, older adults and persons with disabilities were noted during the data collection efforts.

Research has shown that pedestrians in the above categories are known to have a walking pace less than 3.5 feet per second, therefore, as part of this study, it is assumed that if these groups of pedestrians represent 15 percent or more of the total volume, a 50 percent reduction could be applied to the overall volume.

As shown in the data collection section above, children under 12 years of age, older adults and persons with disabilities represented 4.5 percent of the total volume, given this, a 50 percent reduction is not applied to the volume threshold required per MUTCD. A 30 percent reduction is not applied since the posted speed does not exceed 35 mph.

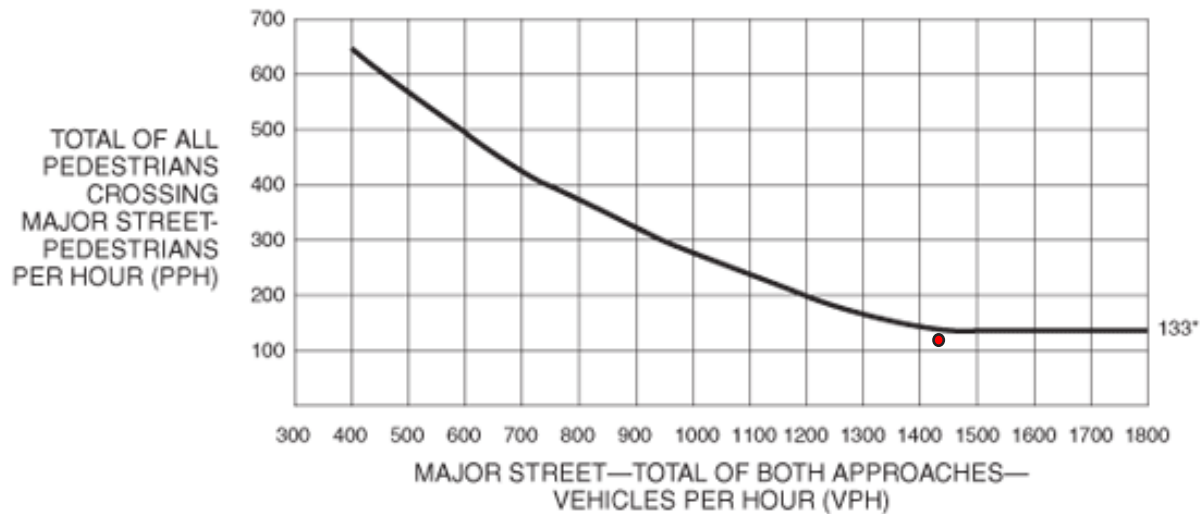
As shown below, this location does not meet the criteria in Warrant 4 for the installation of a pedestrian traffic control signal due to three of the four hours of an average day total crossing activity being less than the lower threshold volume of 107 pedestrian per hour (pph).

Figure 4C-5. Warrant 4, Pedestrian Four-Hour Volume



*Note: 107 pph applies as the lower threshold volume.

Figure 4C-7. Warrant 4, Pedestrian Peak Hour



*Note: 133 pph applies as the lower threshold volume.

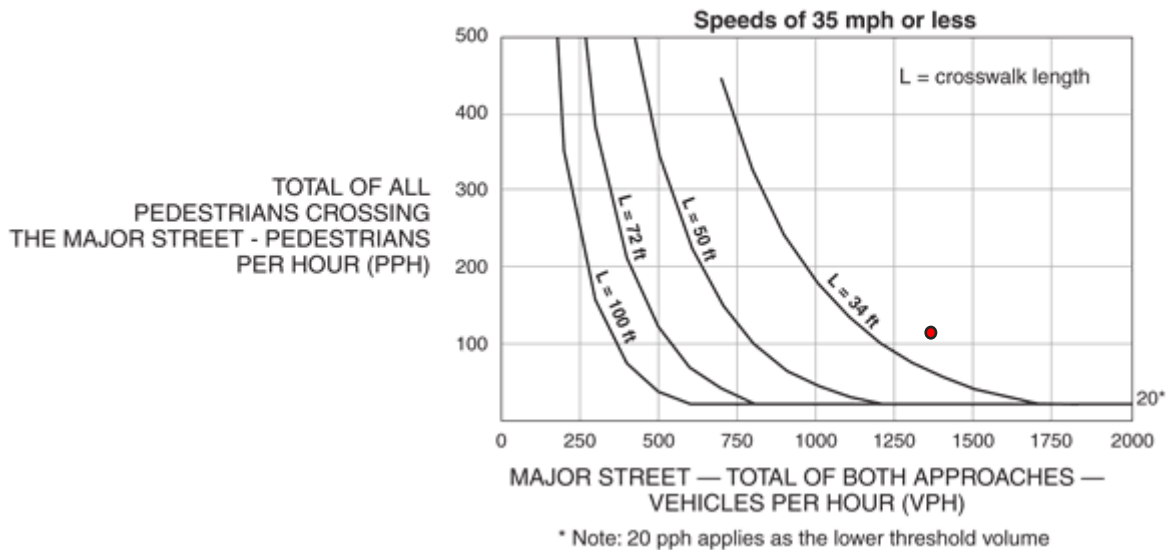
- Pedestrian Hybrid Beacon (PHB)

Chapter 4F of the MUTCD provides volume warrants and additional guidance on the use of a pedestrian hybrid beacon where pedestrian volumes do not meet the pedestrian warrants for a traffic signal under Section 4C.05 of the MUTCD. The MUTCD states if a traffic control signal is not justified under the signal warrants of Chapter 4C and if gaps in traffic are not adequate to permit pedestrians to cross, or if the speed for vehicles approaching on the major street is too high to permit pedestrians to cross, or if pedestrian delay is excessive, the need for a pedestrian hybrid beacon should be considered on the basis of an engineering study that considers major-street volumes, speeds, widths, and gaps in conjunction with pedestrian volumes, walking speeds, and delay.

For a major street where the posted or statutory speed limit or the 85th percentile is 35 mph or less, the need for a pedestrian hybrid beacon should be considered if the engineering study finds that the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding total of all pedestrians crossing the major street for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4F-1 for the length of the crosswalk.

Figure 4F-1 below from Chapter 4 of the MUTCD provides guidelines for the installation of a pedestrian hybrid beacon for speeds of 35 mph or less. As shown in this figure, this location meets the guidelines for the installation of a pedestrian hybrid beacon.

Figure 4F-1. Guidelines for the Installation of Pedestrian Hybrid Beacons on Low-Speed Roadways



- **Beacons (Not Requiring Warrants)**

For locations where a pedestrian traffic control signal is not warranted, overhead or post-mounted beacons may be installed to provide additional emphasis of the marked crosswalk and the presence of pedestrians. The options currently available for use are standard flashing yellow warning beacons, rectangular rapid flashing beacons and in-roadway warning lights. A more detailed description of each beacon treatment is summarized below based on the TEM section 5.2.7.3.

Standard Flashing Yellow Warning Beacons: Configuration of beacons are either overhead or side mounted; however, the preferred configuration is a side post-mounting to avoid drivers confusing the beacons for a flashing traffic signal. When post mounted, the recommendation is to have a configuration of two vertically aligned beacons. These beacons should operate in an alternating flash pattern. When overhead mounted, flashing yellow beacons should feature an internally illuminated Overhead Pedestrian Crossing sign (R1-9a) in conjunction with the beacons, which is continuously lit at night. Use of flashing beacons shall be limited to the roadways with a marked special emphasis crosswalk, four or fewer through lanes, and a posted speed limit of 35 mph or less.

Rectangular Rapid Flashing Beacons: The rectangular beacons are provided in pairs below the PEDESTRIAN CROSSING warning sign (W11-2) (and above the diagonal downward arrow (W16-7P) plaque for post mounted RRFB) and operate in a flash pattern upon activation by the pedestrian. As of January 1, 2021, all new RRFB installations shall include an audible warning message that states “WAIT FOR TRAFFIC TO STOP THEN CROSS WITH CAUTION” when activated. RRFB are preferred to be used for locations with four lanes divided, or five lane roadways with a median refuge island.

The FHWA considers RRFBs to be highly successful for uncontrolled approaches at marked crosswalks. RRFBs have high compliance rates at a lower cost than pedestrian signalization when installed at appropriate locations.

In-Roadway Warning Lights: In-roadway warning lights are installed in the roadway surface to warn road users that they are approaching a condition on or adjacent to the roadway that might not be readily apparent and might require the road users to slow down and/or come to a stop. This includes marked midblock crosswalks and marked crosswalks on uncontrolled approaches. In-roadway lights may be installed at certain marked crosswalks, based on an engineering study or engineering judgment, to provide additional warning to road users. When used, in-roadway warning lights shall be flashed and shall not be steadily illuminated. The installation of in-roadway warning lights in conjunction with overhead or LED roadside highlighted signs or flashing yellow beacons is allowed if the flashing rates are identical and flash in unison. Exercising engineering judgment is of great importance. In locations where overhead lighting has been omitted by the engineer of record, in-roadway lights shall be considered. In-roadway warning lights shall: (a) Be installed only at marked crosswalks with applicable warning signs; (b) Be installed along both sides of the crosswalk and shall span its entire length; and (c) Not be used at crosswalks controlled by YIELD signs, STOP signs, or traffic control signals. If pedestrian push buttons are used to actuate the in-roadway lights, a Push Button to Turn on Warning Lights (with push-button symbol) (R10-25 or FTP68C-21) sign shall be mounted adjacent to or integral with each pedestrian push button.

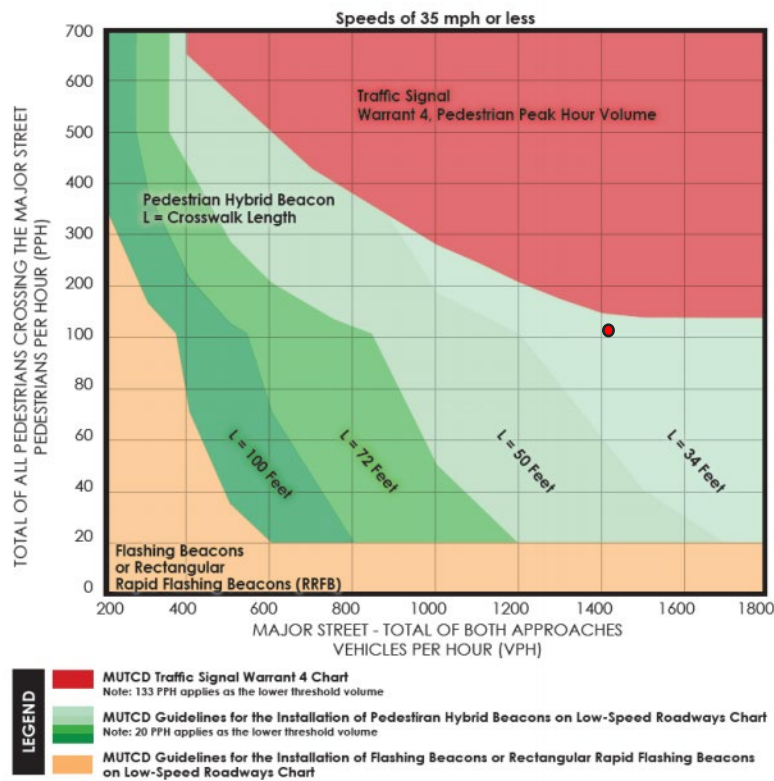
- **Crosswalk Signing, Pavement Markings, and Other Treatments**

The FDOT TEM requires ten-foot-wide minimum special emphasis crosswalk markings be used for all marked crosswalks at uncontrolled approaches, as shown in the Department’s Standard Plans, Index

No. 711-001. However, for many locations, signs and pavement markings alone will not make crossings safer and supplemental enhancements may be necessary. Supplemental enhancements to be considered when installing a marked crosswalk include curb extensions, raised crosswalks, speed reduction treatments, additional signing and marking, flashing beacons, signalized control when warranted and pedestrian refuge islands or raised medians.

Figure 5.2-1 below from Section 5.2 of the TEM provide guidelines for the recommended treatments for marked crosswalks for speeds 35 mph or less. As shown in this figure, this location meets the guidelines for the installation of a pedestrian hybrid beacon.

Figure 5.2-1. Guidelines for the Installation of Pedestrian Treatments on Low-Speed Roadways



8.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the results of the data collection activities, crash analysis, qualitative assessment, pedestrian crossing analysis, field observations, and engineering judgment, the following recommendations were developed:

Immediate Recommendations:

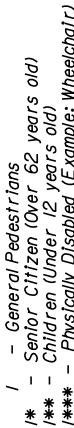
1. Consider placing “Stop Signs” (R1-1) and stop bars at all parking lot exits between 1st Street to east of Harrell Avenue (7-Eleven, Taco Bus, Dorothy’s Sweet Cakes, Sunrise Motel, Sea Dog Brewing Co.).
2. Consider replacing all the detectable warning mats at SR 699 and 1st Street / West Gulf Boulevard as they are broken and cracked. Consider adding detectable warning mats at the intersection of Harrell Avenue and SR 699.
3. Consider adding another blank out sign to the westbound approach of 1st Street / West Gulf Boulevard to prohibit right turn movements during the pedestrian walking phase.
4. Consider adding a high visibility crosswalk to Harrell Avenue.
5. Consider installing standard yellow flashing warning beacons before Sea Dogs Brewing Company and closely monitor pedestrian activity.

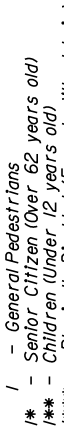
Short-Term Recommendations:

1. Consider installing a Pedestrian Hybrid Beacon (PHB) midblock crosswalk on SR 699 between Harrell Avenue and the beginning of the bridge. The concept diagram is shown in **Appendix C** to show the recommended crosswalk with a Pedestrian Hybrid Beacon.

APPENDIX A

Pedestrian and Bicycle Volume Data





7-8 AM	I
8-9 AM	
11 AM-12 PM	
12-1 PM	

7-8 AM	I
8-9 AM	I
11 AM-12 PM	
12-1 PM	I



7-8 AM		
8-9 AM	5	I
11 AM-12 PM	11 AM-12 PM	
12-1 PM		I

7-8 AM	
8-9 AM	
11 AM-12 PM	
12-1 PM	

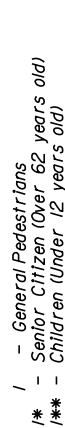
1-2 PM			
4-5 PM	4-5 PM		
5-6 PM			
6-7 PM			

1-2 PM		7	18
4-5 PM		12	10
5-6 PM	1	3	5
6-7 PM		42, 3**	4



1-2 PM	1	2	18
4-5 PM	1	1	10
5-6 PM		7	42, 1**
6-7 PM	9	13	12, 2**

1-2 PM			
4-5 PM			
5-6 PM			
6-7 PM			

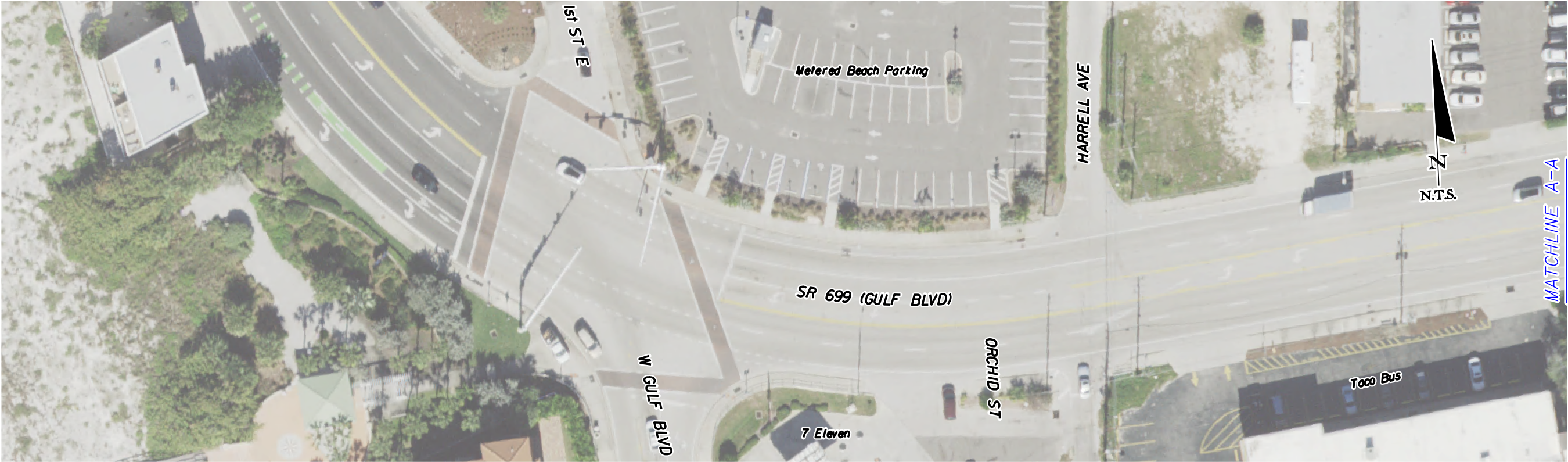


LOCATION OF CROSSINGS AND TOTAL OF CROSSINGS

1-2 PM	2	1
4-5 PM	3	1
5-6 PM	2	2
6-7 PM		

1-2 PM	44	96, 4**	1	1	2	2	1	2	1	1
4-5 PM	27	42, 2**	2	2	1	1	4	2	1	
5-6 PM	3	7	2	2						2
6-7 PM		7	1	1	2	1		1		

1 - General Pedestrians
1* - Senior Citizen (Over 62 years old)
1** - Children (Under 12 years old)
1*** - Physically Disabled (Example: Wheelchair)



1 - General Pedestrians
1* - Senior Citizen (Over 62 years old)
1** - Children (Under 12 years old)
1*** - Physically Disabled (Example: Wheelchair)

1-2 PM	47, 1**	24, 3**	3	1	2	2	3	
4-5 PM	174, 3**	160, 9**	3	3	7	18	18, 1** 8	2, 1**
5-6 PM	38	37, 5**	1	3	2	1		
6-7 PM	7	10, 1**	4	1	2			

1-2 PM	3	1	3	2	2
4-5 PM	3	1			
5-6 PM	1	4			
6-7 PM		1			

1 - General Pedestrians
1* - Senior Citizen (Over 62 years old)
1** - Children (Under 12 years old)
1*** - Physically Disabled (Example: Wheelchair)

1 - General Pedestrians
1* - Senior Citizen (Over 62 years old)
1** - Children (Under 12 years old)
1*** - Physically Disabled (Example: Wheelchair)

7-8 AM			
8-9 AM			
11 AM-12 PM			
12-1 PM		1	

7-8 AM			
8-9 AM	1	1	
11 AM-12 PM			
12-1 PM	3	6	



7-8 AM			
8-9 AM			5
11 AM-12 PM	2	3	6
12-1 PM	5	7	25

7-8 AM			
8-9 AM			
11 AM-12 PM			
12-1 PM			

LOCATION OF CROSSINGS AND TOTAL OF CROSSINGS

1-2 PM				
4-5 PM		1		
5-6 PM				
6-7 PM				

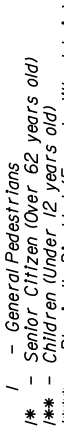
1-2 PM	4	12, 2**	4	
4-5 PM		7	5	
5-6 PM		17, 1**	4	
6-7 PM	4	20, 4**	1	

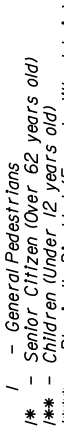


1-2 PM	2	8, 2**	11	
4-5 PM	4	14	24	5
5-6 PM		5	10, 3**	
6-7 PM	2	12, 2**	31, 2**	

1-2 PM				
4-5 PM				
5-6 PM				
6-7 PM				

LOCATION OF CROSSINGS AND TOTAL OF CROSSINGS





7-8 AM				
8-9 AM	1			
11 AM-12 PM				
12-1 PM				

7-8 AM				
8-9 AM	2	1	1	
11 AM-12 PM				
12-1 PM	1	3		



7-8 AM				
8-9 AM	1		3	
11 AM-12 PM		2		
12-1 PM	2	1	12, 1**	1

7-8 AM				
8-9 AM				
11 AM-12 PM				
12-1 PM				

1-2 PM		
4-5 PM	1	
5-6 PM	1	
6-7 PM		

1-2 PM	7, I**	14, I**
4-5 PM	2	8
5-6 PM		2
6-7 PM	6, I**	



1-2 PM		9, I**	
4-5 PM		1	
5-6 PM		1	10 4
6-7 PM	3	3	6

1-2 PM		
4-5 PM		
5-6 PM		
6-7 PM		

APPENDIX B

Crash Summary and Collision Diagram

Collision Summary

Main Route:
Study Period:

GULF BOULEVARD (SR 699)
1/1/2015 TO 12/31/2019

County:
Engineer:

PINELLAS
JMT

No.	Collision	Date	Day	Time	Type	Fatal	Injury	Prop. Damage	Day/ Night	Wet/ Dry
5-01	1	1/22/2015	Thursday	1:54 PM	Bike		x		Day	Dry
5-02	1	5/4/2015	Monday	8:08 PM	Rear End		x		Night	Dry
5-03	1	5/19/2015	Tuesday	11:55 AM	Rear End			x	Day	Dry
5-04	1	5/23/2015	Saturday	6:50 PM	Sideswipe			x	Day	Wet
5-05	1	7/3/2015	Friday	1:58 PM	Angle		x		Day	Dry
6-06	1	2/1/2016	Monday	8:44 AM	Angle			x	Day	Dry
6-07	1	4/17/2016	Sunday	4:06 PM	Head On		x		Day	Dry
6-08	1	5/7/2016	Saturday	2:02 PM	Sideswipe			x	Day	Dry
6-09	1	6/4/2016	Saturday	7:16 PM	Hit Fixed Object		x		Day	Dry
6-10	1	9/30/2016	Friday	12:33 PM	Angle			x	Day	Dry
7-11	1	2/21/2017	Tuesday	5:45 PM	Sideswipe			x	Day	Dry
7-12	1	3/11/2017	Saturday	5:09 PM	Rear End			x	Day	Dry
7-13	1	7/16/2017	Sunday	5:59 PM	Angle		x		Day	Dry
7-14	1	8/6/2017	Sunday	11:35 AM	Angle		x		Day	Dry
7-15	1	12/2/2017	Saturday	9:36 AM	Angle			x	Day	Dry
8-16	1	2/4/2018	Sunday	3:15 PM	Hit Fixed Object			x	Day	Wet
8-17	1	2/27/2018	Tuesday	7:30 PM	Left Turn		x		Night	Dry
8-18	1	3/30/2018	Friday	9:47 PM	Left Turn			x	Night	Dry
8-19	1	4/21/2018	Saturday	3:29 PM	Angle			x	Day	Dry
8-20	1	7/20/2018	Friday	10:38 PM	Single Vehicle			x	Night	Wet
8-21	1	8/4/2018	Saturday	2:35 PM	Angle			x	Day	Dry
8-22	1	8/31/2018	Friday	6:00 PM	Sideswipe			x	Day	Wet
9-23	1	1/5/2019	Saturday	3:49 AM	Hit Fixed Object		x		Night	Dry
9-24	1	5/19/2019	Sunday	2:10 PM	Angle			x	Day	Dry
9-25	1	7/29/2019	Monday	10:35 AM	Rear End		x		Day	Dry

Florida Average Crash Rates for Urban Segments							
Crash Rates Per Million Vehicle Miles							
CC	Category	2014	2015	2016	2017	2018	5 Year Average
40	One Way	10.824	10.625	11.089	11.949	13.012	11.454
10	2-3 Lanes 2wy Div Rasd	6.496	7.674	8.100	8.744	8.543	7.933
11	2-3 Lanes 2wy Div Pavd	5.604	6.383	6.872	6.537	6.594	6.403
12	2-3 Lanes 2wy Undivided	3.502	3.461	3.908	4.279	4.062	3.849
20	4-5 Lanes 2wy Div Rasd	3.532	3.748	3.794	3.916	3.922	3.786
21	4-5 Lanes 2wy Div Pavd	5.782	6.125	6.130	6.249	6.255	6.110
22	4-5 Lanes 2wy Undivided	6.337	7.070	7.094	7.505	7.305	7.058
30	6+ Lanes 2wy Div Rasd	4.537	4.870	5.022	5.002	5.061	4.903
31	6+ Lanes 2wy Div Pavd	5.230	5.485	5.384	5.471	5.437	5.403
32	6+ Lanes 2wy Undivided	71.186	68.039	68.097	62.600	104.499	73.489
1	Interstate	0.908	0.992	1.041	1.038	0.980	0.993
3	Toll Road	0.766	0.785	0.740	0.780	0.804	0.775
7	Ramp	0.000	0.000	0.000	0.000	0.000	0.000
5	Other Limited access	1.935	2.089	1.982	2.058	1.971	2.006

Florida Average Crash Rates for Rural Segments							
Crash Rates Per Million Vehicle Miles							
CC	Category	2014	2015	2016	2017	2018	5 Year Average
42	One Way	3.149	3.685	4.007	2.859	3.393	3.399
16	2-3 Lanes 2wy Div Rasd	0.795	0.895	2.040	2.020	2.347	1.332
17	2-3 Lanes 2wy Div Pavd	1.770	1.836	1.705	1.825	1.989	1.830
18	2-3 Lanes 2wy Undivided	0.734	0.778	0.801	0.808	0.817	0.789
26	4-5 Lanes 2wy Div Rasd	0.665	0.717	0.737	0.756	0.779	0.735
27	4-5 Lanes 2wy Div Pavd	0.538	0.499	0.558	0.627	0.637	0.555
28	4-5 Lanes 2wy Undivided	0.000	0.000	0.000	2.389	0.000	2.225
36	6+ Lanes 2wy Div Rasd	0.369	0.793	1.268	0.547	0.381	0.587
37	6+ Lanes 2wy Div Pavd	0.000	0.000	0.000	0.000	0.000	0.000
38	6+ Lanes 2wy Undivided	0.000	0.000	0.000	0.000	0.000	0.000
2	Interstate	0.416	0.499	0.467	0.464	0.440	0.457
4	Toll Road	0.371	0.454	0.456	0.501	0.472	0.454
8	Ramp	0.000	0.000	0.000	0.000	0.000	0.000
6	Other Limited access	0.819	1.224	1.689	1.685	2.110	1.396

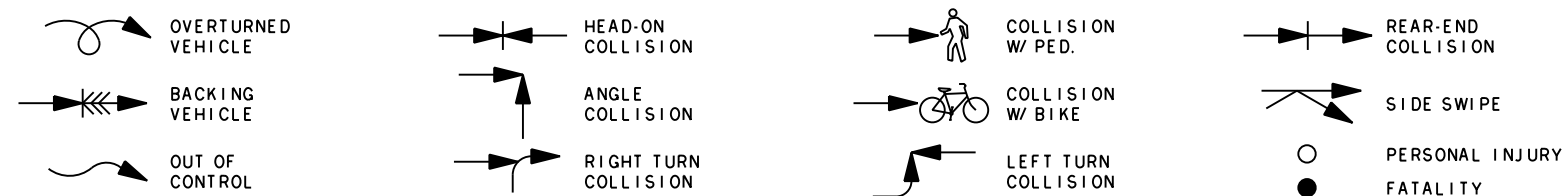
COLLISION DIAGRAM

LOCATION GULF BOULEVARD (SR 699) FROM
1ST STREET TO EAST OF HARRELL AVENUE
 COUNTY PINELLAS CITY TREASURE ISLAND
 DATE RANGE 1/1/2015 TO 12/31/2019 PREPARED BY JMT



SHEET
1

SYMBOLS

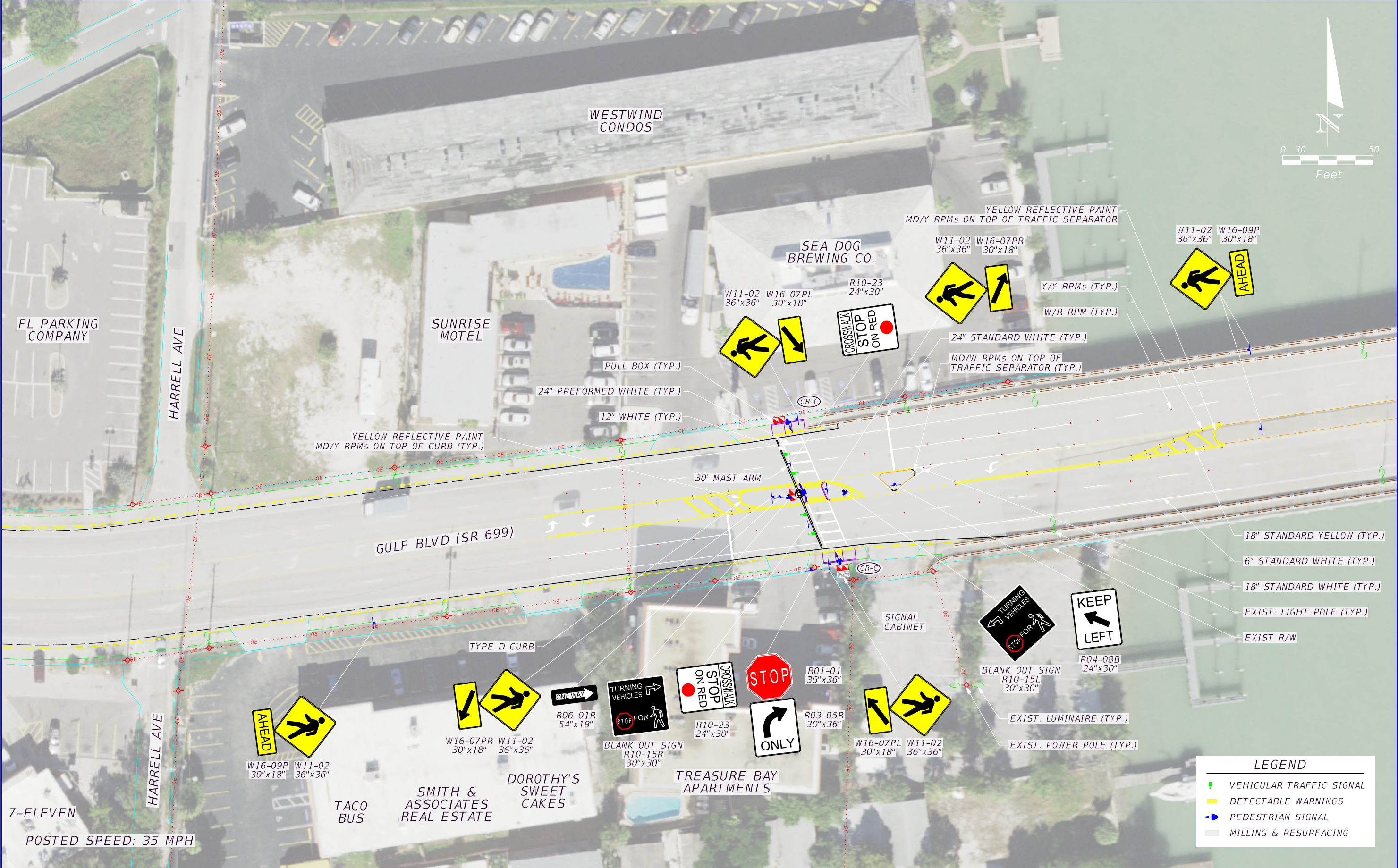


CRASH SUMMARY

	PROPERTY DAMAGE ONLY	INJURY	FATAL	TOTAL
DAYTIME	13	7	0	20
NIGHTTIME	2	3	0	5
TOTAL	15	10	0	25

APPENDIX C

Conceptual Plan



REVISIONS				Sara M. Beresheim, P.E. P.E. No. 63951 Johnson, Mirmiran & Thompson, Inc. 2000 E. 11th Avenue, Suite 300 Tampa, FL 33605-3830	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GULF BOULEVARD EAST OF HARRELL AVE PHB CONCEPTUAL PLAN	SHEET NO. 327
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 699	PINELLAS			

\$USERS\$

\$DATES\$ \$TIMES\$ \$MODELNAME\$

\$FILES\$

APPENDIX D

Cost Estimates

Historical Cost and Design Build

ENGINEER'S ESTIMATE

Florida Department of Transportation District 7

PROJECT DESCRIPTION: Gulf Boulevard (SR 699) from 1st Street to East of Harrell Avenue Mid-Block Crosswalk Historic Cost Estimate.

COUNTY: Pinellas

DATE: September 30, 2021

ENGINEERING CONSULTANT FIRM: Johnson, Mirmiran & Thompson, Inc.

CONTACT NAME: Emmeth Duran

PHONE NUMBER: 813-868-6177

PAGE NUMBER: 1 of 4

COMPONENT GROUPS

100 - STRUCTURES	NOT USED	
200 - ROADWAY		\$48,522.79
300 - SIGNING & PAVEMENT MARKINGS		\$36,254.48
400 - LIGHTING	NOT USED	
500 - SIGNALIZATION		\$101,137.11
550 - ITS	NOT USED	
600 - LANDSCAPE / PERIPHERALS	NOT USED	
700 - UTILITIES	NOT USED	
800 - ARCHITECTURAL	NOT USED	
900 - MASS TRANSIT		
1000 - INVALID & OTHER ITEMS	NOT USED	
COMPONENT SUB-TOTAL		\$185,914.38
(102-1) MOT (Maintenance of Traffic)	10%	\$18,591.44
SUB-TOTAL		\$204,505.82
(101-1) MOB (Mobilization)	10%	\$18,591.44
SUB-TOTAL		\$223,097.25
PU (Project Unknowns)	15%	\$27,887.16

PROJECT GRAND TOTAL

\$250,984.41

NOTES:

Prices are from Florida Department of Transportation Item Average Unit Cost Market Area 08 or Statewide

ENGINEER'S ESTIMATE

Florida Department of Transportation District 7

PAGE NUMBER: 2 of 4

200-Roadway

[illegible]

ENGINEER'S ESTIMATE

Florida Department of Transportation District 7

PAGE NUMBER:

3 of 4

300-Signing & Pavement Markings

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	2	\$378.93	\$757.86
0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	7	\$1,167.02	\$8,169.14
0700 3201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	2	\$550.76	\$1,101.52
0700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	2	\$4,069.15	\$8,138.30
0700 11391	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL OVERHEAD MOUNT- AC POWERED, BLANK OUT SIGN, UP TO 12 SF	AS	2	\$5,788.06	\$11,576.12
0706 1 1	RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS	EA	137	\$4.63	\$634.31
0710 11190	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ISLAND NOSE	SF	5	\$2.36	\$11.80
0710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	19	\$2.52	\$47.88
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.200	\$4,311.21	\$862.24
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	110	\$2.83	\$311.30
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	4	\$3.81	\$15.24
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	62	\$4.97	\$308.14
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	3	\$61.11	\$183.33
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	80	\$3.45	\$276.00
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	GM	0.035	\$3,149.38	\$110.23
0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	96	\$14.62	\$1,403.52
0711 15101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	0.220	\$4,777.20	\$1,050.98
0711 15131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	GM	0.100	\$1,521.26	\$152.13
0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	578	\$1.98	\$1,144.44
300-Signing & Pavement Markings		COMPONENT TOTAL		\$36,254.48	

ENGINEER'S ESTIMATE

Florida Department of Transportation District 7

PAGE NUMBER: 4 of 4

500-Signalization

[illegible]

ENGINEER'S ESTIMATE

Florida Department of Transportation District 7

PROJECT DESCRIPTION: Gulf Boulevard (SR 699) from 1st Street to East of Harrell Avenue Mid-Block Crosswalk Design Build Cost Estimate.

SUBMITTAL TYPE:	Preliminary Design Build Estimate
COUNTY:	Pinellas
DATE:	September 30, 2021
ENGINEERING CONSULTANT FIRM:	Johnson, Mirmiran & Thompson, Inc.
CONTACT NAME:	Emmeth Duran
PHONE NUMBER:	813-868-6177
PAGE NUMBER:	1 of 4

COMPONENT GROUPS

100 - STRUCTURES	NOT USED	
200 - ROADWAY		\$101,834.30
300 - SIGNING & PAVEMENT MARKINGS		\$45,629.02
400 - LIGHTING	NOT USED	
500 - SIGNALIZATION		\$139,100.00
550 - ITS	NOT USED	
600 - LANDSCAPE / PERIPHERALS	NOT USED	
700 - UTILITIES	NOT USED	
800 - ARCHITECTURAL	NOT USED	
900 - MASS TRANSIT		
1000 - INVALID & OTHER ITEMS	NOT USED	
COMPONENT SUB-TOTAL		\$286,563.32
(102-1) MOT (Maintenance of Traffic)	10%	\$28,656.33
SUB-TOTAL		\$315,219.65
(101-1) MOB (Mobilization)	10%	\$31,521.97
SUB-TOTAL		\$346,741.62
Constructability Review	2%	\$6,934.83
SUB-TOTAL		\$353,676.45
Design (16% Simple	20%	\$70,735.29

PROJECT GRAND TOTAL	\$353,676.45
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NOTES:

ENGINEER'S ESTIMATE

Florida Department of Transportation District 7

PAGE NUMBER: 2 of 4

200-Roadway

[illegible]

ENGINEER'S ESTIMATE

Florida Department of Transportation District 7

PAGE NUMBER:

3 of 4

300-Signing & Pavement Markings

[illegible]

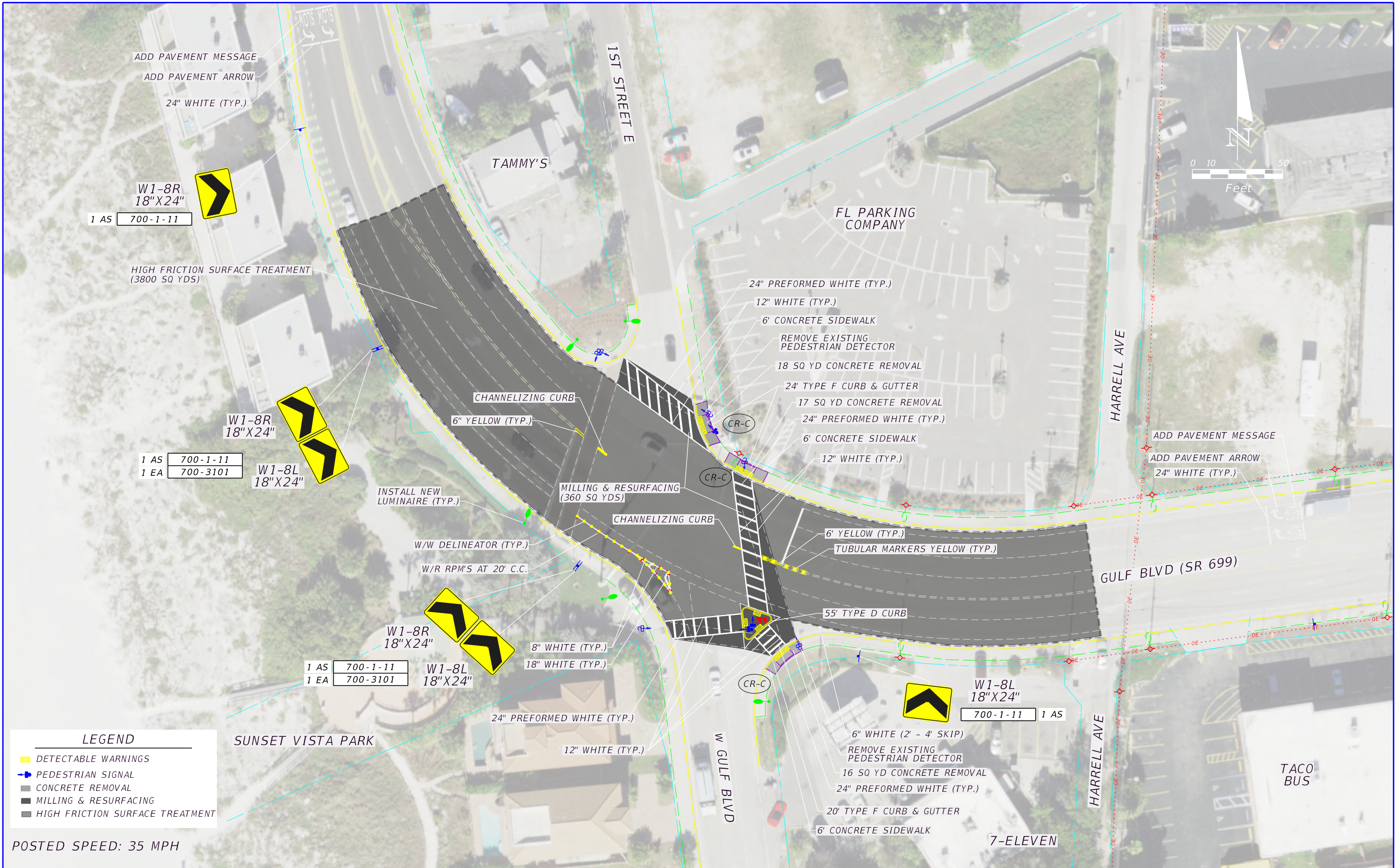
ENGINEER'S ESTIMATE

Florida Department of Transportation District 7

PAGE NUMBER: 4 of 4

500-Signalization

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REVISIONS				Emmeth Duran, P.E. P.E. No. 92290 Johnson, Mirmiran & Thompson, Inc. 2000 E. 11th Avenue, Suite 300 Tampa, FL 33605-3830	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GULF BOULEVARD AT 1ST STREET E CONCEPTUAL PLAN	SHEET NO. 337
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 699	PINELLAS			

SECTION B

TREASURE ISLAND CITY-WIDE CONNECTIVITY PLAN

SECTION C

TREASURE ISLAND DOWNTOWN MOBILITY PLAN



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 18, 2024
SUBMITTED BY:	Stacy Boyles, Public Works
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Approve a Work Authorization with Advanced Engineering and Design in the Amount of \$109,598.40.
BACKGROUND:	Advanced Engineering and Design is one of the City's continuing service engineers. They have worked extensively with Public Works, the Community Development Department and the City Attorney in the development of the Terrain Modification Program, to include the technical manual and the corresponding ordinance updates.
POLICY/PURPOSE:	The purpose of this item is to request a Work Authorization for Advanced Engineering and Design.
STRATEGIC PLAN RELEVANCE:	Objective 2 of the 2021 Strategic Plan's Environmental Sustainability Road Map is to "Rise above sea level challenges" and Goal 1 of the Infrastructure Road Map is to "Protect City assets to sustain the future of Treasure Island".
ANALYSIS/DISCUSSION:	Staff are receiving many requests for pre-permit reviews for projects that are waiting to apply for a building permit under the Terrain Modification Program. The program is planned to come before the Commission in consideration for adoption in September 2024.

Task 1: Terrain Modification Program Support Services
This task includes plan reviews both before and after program adoption to support the initial launch of the program. The post-adoption services will provide a cursory review of the reviews that were performed by the current CDD review engineers to ensure that the engineers are reviewing the plans appropriately with respect to the program requirements. This QC review will

only occur once per engineer, per project type. The funds allocated to plan reviews and QCs will be used only as needed, on an hourly basis. Task 1 also includes time for reviews with staff, if needed, and the consultant's attendance at meetings, if requested. Additionally, time is provided for the development of supplemental documents, if needed by staff, to support program implementation.

Task 2: Development of Standard Specifications and Construction Details

When properties elevate, the elevation of City-owned infrastructure within the right-of-way may also required to match new elevations. This task provides standardized processes and procedures to ensure that levels of service are maintained. Furthermore, in certain situations, public infrastructure improvements may be constructed by a private entity to offset their site's floodplain impacts. Having standard specifications saves time for both designers and permit reviewers. This task will provide standard specifications for the elevation of roadways, stormwater/wastewater infrastructure and seawalls.

Task 3: Supplemental Video Script

Architectural renderings have been provided to depict various site conditions that will be considered in the design process when performing Terrain Modification. Staff believes that incorporating these images into a video with a script and overlay will assist the public in understanding the site elements that are being depicted. This task provides the overlay to the renderings and the video script, which the City will produce in video format.

Task 4: Stormwater Grant Writing and Administration

This is a general task that will be used, as needed, to support stormwater grant writing and administration. Staff are proposing to pursue grant funding to improve drainage along the West Causeway and for other efforts that are outlined in the adopted budget.

FUNDING:

The funds for Task 1, totaling \$39,340.02 are available as follows:

- \$20,000 from the spending authority approved by the City Commission on March 26, 2024 for as-needed civil engineering services in Account Nos. 001-5240-34000 and 140-5241-34000.
- \$19,340.02 from the Non-Departmental Contingency Account No. 001-5191-99900. Upon approval, Finance will transfer to the appropriate account in the Planning

program 001-5240 for better clarity and transparency.

Funds for Task 2, 3, and 4 totaling \$70,258.38 are available in the following accounts:

- \$12,500 from Wastewater Acct. 420-5350-31200
Professional Services
- \$10,000 from Wastewater Acct. 420-5350-31200
Engineering
- \$20,000 from Municipal Services Acct. 001-5410-31200
Professional Services
- \$2,880 from Municipal Services Acct. 001-5410-34000
Contractual Services
- \$1,929.74 from Stormwater Acct. 450-5380-34000
Contractual Services
- \$19,448.64 from Stormwater Acct. 450-5380-31200
Professional Services
- \$3,500 from Stormwater Acct. 450-5380-31300
Engineering

MOTION:

I move to approve / deny the Work Authorization with Advanced Engineering and Design for \$109,598.40.

ATTACHMENTS:

[Att A - Scope and Work Authorization.pdf](#)



3931 68th Avenue North, Pinellas Park, FL, 33781 • (727) 526-9158 • www.aed-fl.com

June 12, 2024

Stacy Boyles, P.E., LEED AP, ENV SP
Interim Assistant City Manager
Public Works Director & Sustainability Coordinator
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

Re: City of Treasure Island
FY24-25 As-Needed Support Services
Proposal

Dear Ms. Boyles:

Advanced Engineering & Design, Inc. (AED) is pleased to provide this proposal for support services associated with the above-referenced project. These support services range from those that are provided on an annual basis to those that focus on the next phase of Terrain Modification Program implementation. The intent of this proposal is to ensure a seamless transition to the (possibly) forthcoming regulatory changes while also ensuring that core MS4 permit requirements are met.

Program support services listed herein specifically refer to the City's Terrain Modification Program. While not yet adopted, official pursuit of this innovative adaptation measure will require that certain tasks be performed during the transition period and other be performed during early launch. This scope of services also provides an opportunity for the City to maximize the opportunities that are available through the various resilience-based Federal and State funding programs.

The following services are offered:

1. Program Support Services

The CONSULTANT shall:

- 1.01 Plan reviews will be performed during the pre-launch period. The development community has sought input on the Program in both a general and site specific manner. These site-specific inquiries have been made by builders representing property owners who wish to incorporate Program elements into their development. AED is intending to review site plans and other site-related questions to ensure that critical concepts are being incorporated in the correct manner. These reviews will be performed at the City's direction upon receipt of a formal inquiry. By performing these pre-launch reviews, future permitting efforts will be further streamlined.

When needed, Quality Control / Assurance reviews will be performed post-launch. The City contracts with engineering firms for plan review services. These firms will be responsible for confirming compliance with the new regulations and the Manual. AED will be performing follow-up reviews to ensure that the regulations are being correctly applied. It is believed that a minimum of one review will be performed for each development classification approved by a reviewing firm. Development classifications are as follows:

- One and Two Dwelling Unit (Development Classification D.1)
- Commercial and Multi-Family (Development Classification D.2)
- Coastal Erosion Structure (Development Classification D.4)

A memorandum documenting the findings of this review will be prepared for each project. Reviews will be performed at the direction of the City.

- 1.02 Project Management will be performed throughout the launch of the program. Coordination with the City will be held to ensure that all concepts and approaches are being successfully implemented into the product.
- 1.03 Supplemental documents will be prepared, as needed, to support plan preparation, permit submission, plan review, construction and all other aspects of the program. These documents include, but are not limited to, the following: additional permitting checklists, clarification memoranda, additional tables and figures to streamline submission and review processes, preparation of sample calculations, development of flowcharts and other needed documents.
- 1.04 Three (3) public meetings will be attended by AED in support of the program. These may include Planning & Zoning (P&Z), Local Planning Agency (LPA), City Commission or other public meetings. Presentations will be prepared to support the topics slated for discussion.

2. Standard Specifications & Construction Details Development

As terrain modification is proposed within private property, elevation changes are also anticipated within the City's right-of-way. City-owned infrastructure will require adjustment / modification to match these new elevations. The processes and procedures associated with public infrastructure improvements must be standardized to ensure that levels of service are maintained. Furthermore, in certain situations, public infrastructure improvements may be constructed by a private entity to offset floodplain impacts. Standardization of how the City builds infrastructure will be needed.

The CONSULTANT shall:

- 2.01 Detail indexing will be performed outlining the proposed grouping, identification approach and format for the City's Standard Details. Similarly, technical specifications sections will be outlined based upon the type of work to be performed.
- 2.02 Standard Details will be prepared for the following work groups:

- General
- Roadway
- Stormwater
- Wastewater
- Seawalls

Elements and requirements of the Terrain Modification Program will be incorporated through the series of details.

- 2.03 A draft version of technical specifications will be developed to support the standard details. These specifications will outline general, material and execution requirements for various work activities.
- 2.04 Project Management will be performed throughout the development of the standard details and specifications. Coordination with the City will be held to ensure that the City's material and approach preferences are engrained within these technical documents.
- 2.05 The standard details will be modified to incorporate City commentary. All details will be finalized and prepared for publication.
- 2.06 The technical specifications will be modified to incorporate City commentary. All sections will be finalized and prepared for publication.

3. Supplemental Video Script

Renderings of expected outcomes were generated under a prior phase of program development. These renderings were prepared based upon strict adherence to the Manual and specific elevation and site constraints/conditions. To highlight the specific assumptions and Requirements that served as the foundation for these renderings, the development of an informational video is proposed. This video is focused on serving the design and development community.

The CONSULTANT shall:

- 3.01 A script will be prepared for the informational video focusing on the rendering development process. This City-developed production will be used as a reference for future site design activities.

4. Stormwater Grant Writing Services

The CONSULTANT shall:

- 4.01 AED shall provide scope development and scope refinement services as it pertains to stormwater and terrain modification projects.
- 4.02 Supporting documents for grant pursuits will be developed by AED. This includes, but is not limited to, figures, maps, estimates, plans, sections, narratives and cost-benefit evaluations. Coordination with funding entities will be performed. Grant administration services will be provided upon grant award.

Assumptions:

This scope of services was prepared assuming the following:

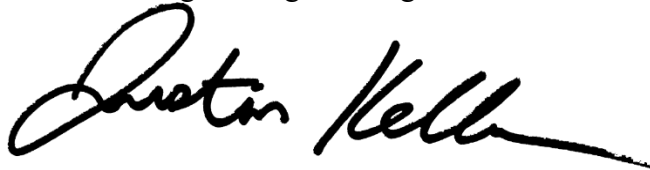
1. The preparation of a project-specific website / webpage is not proposed.
2. The preparation of program branding graphics and marketing material (i.e. giveaways) are not proposed.
3. Social media management shall be performed by others.
4. Neighborhood canvassing is not proposed.

Compensation to the Consultant

For the Scope of Services described in this work assignment Advanced Engineering & Design, Inc. shall be compensated a Lump Sum of \$109,598.40 in accordance with the terms of our Agreement for Professional Services, RFQ 18-19-07 | Engineering, Mapping & Landscape Architectural Services (Discipline: Wastewater / Stormwater Engineering).

We look forward to working with you on this project and assure you that we will provide our best effort to make it a successful one. Please feel free to give me a call if you have any questions.

Sincerely,
Advanced Engineering & Design, Inc.

A handwritten signature in black ink, appearing to read "Justin Keller", with a stylized, flowing script.

Justin V. Keller, PE, CFM, ENV SP
President

Attachment: Proposed Labor Breakdown

**CITY OF TREASURE ISLAND, FLORIDA
DEPARTMENT OF PUBLIC WORKS
WORK ORDER INITIATION AND AUTHORIZATION FORM**

Submittal Date: 06/12/2024
Consultant: Advanced Engineering & Design

CTI Contract Number: 18-19-07-1.1

PROJECT TITLE

FY24-25 As-Needed Support Services

SCOPE OF WORK

- Task 1: (as needed services)
- Building plans review, and QA/QC
 - Program coordination
 - Supplemental support documents
 - Meetings, as needed
- Task 2: Develop standard specifications for roadways, seawalls, stormwater and wastewater
- Task 3: Supplemental Elevate TI video script
- Task 4: Stormwater grant writing and administration (as needed services)

PROJECT GOALS

The goals of this Work Authorization are to support the implementation phase of the Terrain Modification Program, to provide standard design specifications for the City's infrastructure to aid in design and permitting, and to pursue stormwater grant funding for planned projects.

BUDGET

Task 1: \$39,340.02
Task 2: \$45,923.04
Task 3: \$5,130.72
Task 4: \$19,204.62

SCHEDULE

Project specific: detail is attached

STAFF ASSIGNMENTS

Justin Keller, PE; Rafal Kadaj, P.E.; Steven Torres

**CITY OF TREASURE ISLAND, FLORIDA
DEPARTMENT OF PUBLIC WORKS
WORK ORDER INITIATION AND AUTHORIZATION FORM**

Submittal Date: 06/12/2024

CTI Contract Number: 18-19-07-1.1

Consultant: Advanced Engineering & Design

SPECIAL CONSIDERATIONS

N/A

PREPARED BY:



06/12/24

Date

Justin Keller, PE
Advanced Engineering & Design, Inc.

APPROVED BY:

Date

Stacy Boyles, PE
City of Treasure Island

Hours by Task: AED

Direct Labor Rates Classifications		Senior Project Manager	Sr. Project Engineer	Project Engineer	Senior Designer	CADD Manager	Admin/Tec h Support	Total Hours	Labor Cost
Task / Billing Rates		\$ 213.78	\$ 178.14	\$ 156.75	\$ 142.50	\$ 117.57	\$ 67.68		
As-Needed Program Support Services									
1.01	Pre-Launch Plan Reviews / Post-Launch Quality Control / Assurance Reviews	16	16	30			30	92	\$ 13,003.62
1.02	Client Coordination / Project Management / Attend Coordination Meetings (Max of Four)	20		2			6	28	\$ 4,995.18
1.03	Develop Supplemental Documents to Support Program Implementation	40	16	24			24	104	\$ 16,787.76
1.04	DRC, LPA, Commission or Other Public Meetings / Presentations (Max. of Three)	18				6		24	\$ 4,553.46
								Subtotal	\$ 39,340.02
Standard Specifications & Construction Details Development									
2.01	Detail Indexing & Specification Section Identification	4	1	12			2	19	\$ 3,049.62
2.02	Develop Draft General, Roadway, Stormwater, Wastewater & Seawall Standard Details (Inclusive of Terrain Modification elements)	16	4	32	60			112	\$ 17,699.04
2.03	Develop Draft Standard Specifications (Inclusive of Terrain Modification elements)	24	4	16			12	56	\$ 9,163.44
2.04	Client Coordination / Project Management	16						16	\$ 3,420.48
2.05	Finalize Standard Details	8	2	16	20			46	\$ 7,424.52
2.06	Finalize Standard Specifications	12	1	12			8	33	\$ 5,165.94
								Subtotal	\$ 45,923.04
Supplemental Video Script									
3.01	Video Script Preparation (Renderings) (City to Prepare Video)	24						24	\$ 5,130.72
								Subtotal	\$ 5,130.72
Stormwater Grant Writing & Administration									
4.01	Project Scope Development	8	4	2			3.5	17.5	\$ 2,973.18
4.02	Preparation of Stormwater Grant Application Packages Including Figures, Narratives, Etc. / Funding Entity Coordination / Grant Administrator	24	4	32	32		12	104	\$ 16,231.44
								Subtotal	\$ 19,204.62
Totals		230	52	178	112	6	97.5	675.5	\$ 109,598.40



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 18, 2024
SUBMITTED BY:	Mike Munger, Finance
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Executing a Temporary Parking Agreement with Middle Grounds Grill
BACKGROUND:	Middle Grounds Grill has been in operation in the city for many years and recently has had the fortunate burden of being at capacity many if not most nights open. As a business effectively in the service industry, the restaurant prioritizes its on-site parking for their customers. This has resulted in Middle Grounds employees left without any parking. Since employees are exceedingly vital for restaurant operations, the business reached out to the city to see if there were any solutions.
POLICY/PURPOSE:	This item is to approve a temporary parking license agreement with Middle Grounds Grill for off-site employee parking.
STRATEGIC PLAN RELEVANCE:	If approved this item would serve Goal 1 (Foster a Vibrant Business Community) under the Financial and Economic Development roadmap, by providing some support to a long-term local business.
ANALYSIS/DISCUSSION:	Middle Grounds Grill, located at 10925 Gulf Blvd., is on an adjacent parcel to the old City Hall location at 120 108th Ave. Since city operations have vacated that facility, the adjoining parking lot is now much less utilized than it was a few months ago leaving unused parking. This lot used to not charge for parking during the week, only starting on Friday evenings and lasting through the weekends. However, since vacating, the lot is now treated the same as all other lots, with rates enforced 24/7/365.

The proposed agreement would provide for up to 20 parking spots to Middle Grounds employees only, Tuesdays-Sundays, between 3pm and 11pm. Given the lower utilization of this lot and the need for parking in the evenings only, staff does not anticipate any issues with capacity during normal conditions. Additionally, since the city buildings on either side of the parking lot are slated to be demolished around October 2024, this agreement is scheduled to sunset on 10/31/2024 or when the notice to proceed has been provided for the demolition contract.

It was difficult to calculate a reasonable prevailing rate for parking in that area, as that lot was largely un-monetized prior to the move to New City Hall. Additionally, since it is not on the beach its utilization will be vastly different, leaving no adequate comps. As a result of these findings, staff is recommending a flat fee of \$50 per week until the agreement is terminated. This will be sufficient revenue to offset any related expenses the city may bear (i.e. physical parking placards) and is unlikely to result in any revenue losses from said parking lot. We do not believe Middle grounds employees will displace any full-price parkers or city residents.

Finally, staff also does not intend to provide any other sort of arrangement with any businesses at this time. Given the numerous limitations of this request, providing this agreement to Middle Grounds can be considered a strictly regulated one-off arrangement. As the city's Parking changes develop and more data can be compiled about parking utilization, staff may in the future make recommendations to monetize underutilized parking.

FUNDING:

The revenues generated from this agreement will be deposited in the city's General Fund revenue account for Contractual Parking (001-344530). There will be some minor expenses related to this agreement, but staff believes these minimal charges can be absorbed within the city's Parking program (001-5193).

MOTION:

I move to authorize the City Manager to execute the non-exclusive license agreement with Middle Grounds Grill, LLC for the temporary use of parking at the old City Hall location.

ATTACHMENTS:

[2024 Non-Exclusive License Agreement signed.pdf](#)

**Non-Exclusive License Agreement
Between
City of Treasure Island, FL and Middle Grounds Grill, LLC**

This Non-Exclusive License Agreement ("License") by and between the City of Treasure Island, Florida, a municipal corporation ("City"), and Middle Grounds Grill, LLC, a Florida limited liability company with its principal address at 10925 Gulf Blvd, Treasure Island, FL 33706 ("Licensee") (collectively, the "Parties"), is made and entered into on the 18th day of June 2024 ("Effective Date").

WITNESSETH

WHEREAS, the City of Treasure Island vacated its old City Hall location at 120 108th Ave. Treasure Island, FL 33706 resulting in lower utilization of the adjacent parking lot for regular city business ("City Parking Lot"); and

WHEREAS, the Licensee is the owner/operator of a business adjacent to the City Parking Lot with an address of 10925 Gulf Blvd., Treasure Island, FL 33706 and has been in continuous operation in Treasure Island for decades; and

WHEREAS, while Licensee has sufficient parking for its guests on site, it can occasionally lack enough parking for its employees; and

WHEREAS, the City no longer requires primary use of the City Parking Lot with the relocation to the new City Hall building at 10451 Gulf Blvd., Treasure Island, FL 33706 and will likely be demolishing the old City Hall and the City Parking Lot with the next three to four month; and

WHEREAS, the Licensee wishes to use the City Parking Lot for employee parking prior to demolition of the City Parking Lot; and

WHEREAS, the City has determined that the Licensee's use of the City Parking Lot will not unreasonably interfere with pedestrian access, public parking, or the public's general use of the City Parking Lot or any other City property; and

WHEREAS, the City desires to provide safe parking for all of its residents, visitors, and employees working in the city; and

WHEREAS, the Parties desire to enter into a license agreement for the use of the City Parking Lot for Licensee parking, subject to all of the requirements set forth in this License; and

WHEREAS, the Licensee, by executing this License, consents to and does hereby agree to be bound by all conditions of the granting of this License.

NOW THEREFORE, for and in consideration of the Licensee's agreement to be bound by all of the terms and conditions for the granting of this License, the City does hereby grant unto the Licensee a License to use the City Parking Lot conditioned on the Licensee's compliance with limitations as set forth herein:

1. **Recitals Acknowledged.** The foregoing recitals are true and correct and are incorporated in this License by reference.

2. **License Components.** This License, including any attached endorsements and exhibit(s), constitutes the entire License granted by the City to the Licensee, on the subject matter described in this License, and may not be changed, modified, discharged or extended except by written endorsement duly executed on behalf of the City and Licensee. The Licensee agrees that no representations or warranties are binding on the City unless expressed in writing and included in this License.

3. **Endorsement Obligations.** The Licensee agrees to be bound by and to comply with the provisions of all endorsements enumerated in and attached to this License, as may be from time to time included, amended or modified by the City.

4. **Purpose, Scope, Uses.** The principal purpose of the City granting the privileges under this License is to accommodate the Licensee with parking for its guests and to generate revenue for the City. The Licensee is strictly limited to the following conditions:

- a. **Permitted Use Area and Permitted Uses.** The Licensee is permitted to utilize up to 20 spaces, as may be available, in the City Parking Lot as shown in Exhibit A ("Permitted Use Area") for the sole purpose of Licensees' employee parking. The parking spaces will be used to park vehicles in accordance with the City's Code of Ordinances, and state and federal laws. Licensee agrees it will not allow any parking or other activities in the Permitted Use Area that obstructs the public's use of the remaining City Parking Lot.
- b. **Litter and Debris.** The Licensee shall not litter and shall not allow any trash or debris generated from the Permitted Use Area to cause litter upon any of the adjacent public property.
- c. **Tropical Storm or Hurricane Warning.** In the event of a tropical storm or hurricane warning issued for Pinellas County, the City may require the Licensee to remove any vehicles parked in the Permitted Use Area and cease any further parking of vehicles in the Permitted Use Area until the threat has passed.
- d. **Damage to Vehicles.** The City is not responsible for any damage to any vehicle parked in the Permitted Use Area, whether such damage is caused by other vehicles or persons utilizing the Permitted Use Area or surrounding areas.
- e. **Items Left in Vehicles.** The City is not responsible for damage or loss to possessions or items left in vehicles parked on the Permitted Use Area or in surrounding areas.
- f. **Improvements.** Any improvement to the Permitted Use Area is strictly prohibited unless written permission for such an improvement has been provided by the City Manager.

- g. **No Unlawful Use.** The Licensee shall use the Permitted Use Area described in this License only for the purpose stated in this License and for no unlawful purposes whatsoever.
- h. **Noise.** The Licensee is responsible for ensuring that any users of the Permitted Use Area are in full compliance with all applicable City, County, or State laws, ordinances, and regulations.
- i. **Signage.** The Licensee shall not erect, construct or maintain any signage on the Permitted Use Area or other City-owned properties unless written approval for such signage has been given by the City Manager.
- j. **Lighting.** The Licensee must not construct, erect or maintain, or allow any user in the Permitted Used Area to construct, erect or maintain any lighting in violation of the City's lighting standards concerning the preservation and protection of marine life and sea turtles.
- k. **Parking Permits.** The Licensee will be provided with numbered placards it can distribute to its employees. These placards will reiterate the regulations imposed by this agreement and must be used when parking in the Permitted Use Area. Licensee acknowledges that they are responsible for the appropriate distribution of these permits among its employees. Further, Licensee acknowledges that failure to comply with the terms of this License may result in citations.

5. **Fees, Payments and Term.** Licensee will pay to the City the sum of fifty dollars (\$50.00) per week. As stated above, the Permitted Use Area consists of up to twenty (20) parking spaces identified in Exhibit A. The City will invoice the Licensee monthly, on or about the beginning of the month. The Licensee must pay the City's invoices within 30 days. Late payment may result in reasonable late fees being charged or termination of this License.

The term of the License is from the Effective Date until October 31, 2024, or upon the city issuing a notice to proceed for the demolition of the old City Hall building (120 108th Ave.) and the old Public Works Facility (152 108th Ave.), whichever comes first. The Licensee must obtain and/or maintain a current Business License with the City.

6. **No Waiver of Applicable Regulations.** Nothing in this License will be construed to exempt the Licensee from full compliance with all applicable laws and regulations. Prior to using the Permitted Use Area and throughout the term of this License, the Licensee agrees to obtain all necessary permits and to otherwise fully comply with all requirements of the City, Pinellas County and the State of Florida as may be required by law pertaining to the Licensee's use of the Permitted Use Area.

7. **Limitations of Interest.** The Licensee further agrees that the Licensee will not obtain any prescriptive rights, easements, or other legal or equitable interest in the Permitted Use Area by reason of the execution of this License, or by compliance with the terms of this License by the Licensee. Ownership of the Permitted Use Area, as defined in this License, will at all times

remain with the City in the public domain, held in trust by the City, and the Licensee must not do anything inconsistent with such City ownership.

8. **Encumbrances.** The granting of this License does not vest in the Licensee any interest in the Permitted Use Area. The Licensee must not mortgage, encumber or lien the Permitted Use Area, and the Licensee must not cause or create any interests in real estate or any encumbrances upon the Permitted Use Area. Licensee shall not suffer any liens to be filed against any City property by reason of any work, labor, services, or materials performed at or furnished to City property, to Licensee, or to anyone using City property through or under Licensee. Nothing contained in this License shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any applicable laws.

9. **Hold Harmless and Indemnity.** The Parties recognize that Licensee is an independent contractor. Licensee acknowledges and agrees that its personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City. Licensee agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, and nonperformance of the duties of the Licensee under this License, the enforcement of this License, or resulting from the activities of the Licensee in any way connected to this License, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Licensee's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Licensee against the City, and Licensee hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Licensee to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by City beyond the City's expressed written contractual obligations contained within this License, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this License, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this License. Subject to the limitations set forth in this section, Licensee shall assume control of the defense of any claim asserted by a third party against the City for which Licensee is obligated to indemnify, defend, and hold harmless the City under this section and, in connection of such defense, shall appoint lead counsel in each case at Licensee's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Licensee of any of its obligations hereunder. If Licensee assumes control of the defense of any third-party claim in accordance with this section, Licensee shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, Licensee shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (b) the third party claim

seeks an injunction or equitable relief against the City; or (c) Licensee has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection with such claim.

10. **Insurance.** Licensee agrees to maintain the insurance coverages defined below in accordance with the laws of the State of Florida. The amount of insurance required in this License may be amended from time to time by the City, upon reasonable notice to the Licensee. The City must be named as an additional insured in any comprehensive liability insurance policy required below, and those policies must contain a provision waiving all subrogation rights against the City. Licensee shall deliver to the City, upon execution of this License and prior to beginning use of the Permitted Use Area, for each year thereafter during the term of this License, certified copies of the below policies or a certificate evidencing their existence. In the event a binder is delivered, it must be replaced within ten days by a certified copy of the policy. Each such copy or certificate must contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving ten (10) days' written notice thereof to the City. Licensee shall deliver to the City, at least fifteen (15) calendar days prior to a policy's expiration date, a renewal policy, except for any policy expiring on the expiration date of this License.

- a. **Commercial General Liability Insurance.** Licensee further agrees to execute and deliver to the City at the time of acceptance and execution of this License a commercial liability insurance policy, including public liability and property damage, acceptable to and approved by the City, covering the Permitted Use Area and the operations to be conducted on the Permitted Use Area including but not limited to, premises operations, products/completed operations, products liability, contractual liability, independent contractors, personal injury and advertising injury and \$1,000,000 per occurrence and \$1,000,000 general aggregate and \$1,000,000 products/completed operation aggregate.
- b. **Workers' Compensation Insurance.** Licensee shall maintain adequate worker's compensation insurance if required by the State of Florida. The limits will be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability. If the Licensee is not required to carry worker's compensation, then a waiver of worker's compensation insurance must be completed by the Licensee at the time this agreement is executed.
- c. **Business Automobile Liability Insurance.** Licensee shall provide coverage for all owned, hired, and non-owned vehicles with the following minimum limits: \$1,000,000 combined single limit per accident.
- d. **Excess or Umbrella Liability Insurance.** Licensee shall provide excess of the primary coverage required in paragraphs a., b., and c. above with limits of at least \$1,000,000 per occurrence and \$1,000,000 general aggregate.
- e. **Property Insurance.** Licensee will be responsible for all damage to its own property, equipment, and/or materials.

The City of Treasure Island must be included on all Releases of Liability and Acknowledgements of Assumption of Risk.

11. **TERMINATION.** THIS LICENSE IS SUBJECT TO, AND THE LICENSEE ACKNOWLEDGES THAT THIS LICENSE IS REVOCABLE AT WILL BY EITHER PARTY, THAT IT IS SUBJECT TO BEING WITHDRAWN AND TERMINATED BY EITHER PARTY AT ANY TIME, FOR ANY REASON, UPON FOURTEEN (14) CALENDAR DAYS' WRITTEN NOTICE AS PROVIDED FOR IN THIS LICENSE. THE LICENSEE AGREES THAT THE CITY'S DISCRETION IN ANY TERMINATION OF THIS LICENSE WILL NOT BE SUBJECT TO JUDICIAL REVIEW OR CHALLENGE, BUT WILL BE FINAL.

12. **NON-RELIANCE.** LICENSEE UNDERSTANDS AND AGREES THAT IT HAS NOT AND WILL NOT RELY UPON ANY GRANT OR PROMISE OF GRANT OF THIS LICENSE IN ANY MANNER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EXPENDITURE OR INVESTMENT OF FUNDS.

13. **Suspension of Activities.** This License is subject to immediate suspension for an indefinite period of time in the event of injury or accident related to allowable parking operations. The City, in its sole discretion, will have the authority to review such injury or accident incident and determine whether to remove the suspension or move to terminate the License.

14. **Notices.** Any notice or communication which the City may desire to give the Licensee is agreed to as sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: the Manager or Managing Member of Middle Grounds Grill, LLC; or any agent or employee at 10925 Gulf Blvd, Treasure Island, FL 33706; or delivered to a Licensee's representative or a Registered Agent. The time of rendition of such notice or communication is the time when the notice is mailed, or personally delivered. Any notice or communication which Licensee may desire to give the City is agreed to as rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: **City Manager, City of Treasure Island, 10451 Gulf Blvd. Avenue, Treasure Island, FL 33706**, and the time of rendition of such notice or communication is the time when the notice is mailed. Either party may provide notice of a change of address to the other party and the change of address notice is effective upon receipt.

15. **Public Records.** Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Licensee on behalf of the City, Licensee shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this License and following completion or termination of this License, if Licensee does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this License, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Licensee be transferred to the City, Licensee shall transfer, at no cost, to the City, all Public Records in possession of Licensee within thirty (30) days of such request or

(ii) if no such request is made by the City, Licensee shall keep and maintain the Public Records required by the City to perform the work contemplated by this License. If Licensee transfers all Public Records to the City pursuant to (d)(i) above, Licensee shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Licensee keeps and maintains Public Records pursuant to (d)(ii) above, Licensee shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Licensee does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Licensee is acting on behalf of the City.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LICENSE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, CITY OF TREASURE ISLAND, 120 108TH AVENUE, TREASURE ISLAND, FL 33706, TEL: (727) 547-4575, FAX: (727) 547-4582, EMAIL: CITYCLERK@MYTREASUREISLAND.ORG

16. **Miscellaneous Provisions.** Licensee further agrees to comply with and be bound by the following provisions:

- a. **Successive Interest.** The rights and obligations of the Licensee pursuant to this License will inure to and are binding upon the Licensee, its successors, assigns, and legal representatives. The Licensee shall not assign or sublet the License, in whole or part, without the express prior written permission of the City.
- b. **Construction of License.** The Licensee agrees that in the event of any litigation concerning the construction of this License or the interpretation of any language used in this License, that this License and any of its provisions must be interpreted in favor of the City. No provisions in this License will be construed against the City by virtue of this License having been drafted by the City.
- c. **Taxes.** In the event that as a result of this License the parcel, as shown on Exhibit A, is found to be subject to ad valorem or other tax assessment, then in such event the Licensee agrees to promptly pay when due, taking advantage of all early payment discounts, any and all taxes that shall be assessed, imposed, charged or collected.
- d. **Entire Agreement.** The License embodies the entire agreement of the City and the Licensee. There are no promises, terms, conditions, or allegations other than those contained in this License, and this License supersedes all previous communications, representations and agreements, whether written or verbal, between the Parties.

This License may be modified or revoked at any time, for any reason, by the City, by delivering a copy of any modifications or superseding agreement to the Licensee, at the Licensee's address provided in this License.

- e. **Mutual Drafting.** This License is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.
- f. **Venue.** This License shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this License shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District, Tampa Division.
- g. **Relationship of Parties.** Nothing contained in this License shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this License, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
- h. **Electronic Signatures.** This License may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this License and shall be treated in all respects as an original handwritten signature.
- i. **Headings and Sections.** The headings and section references in this License are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.
- j. **Counterparts.** This License may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.
- k. **Authorization.** The Parties represent and warrant that each is authorized to enter into this License without the consent and joinder of any other party and that the individuals executing this License have full power and authority to bind their respective party to the terms of this License.
- l. **No Third-Party Beneficiaries.** This License is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties.
- m. **Severability.** If, for any reason, any part, term or provision of this License is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the License did not contain the particular provision held to be invalid.

- n. **Compliance with Laws**. Licensee agrees to comply with all applicable federal, state and local laws and regulations. Licensee will not discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, political affiliation, national or ethnic origin, or veteran status.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the City Commission of the City of Treasure Island, Florida, has executed this License effective the date first written above.

CITY OF TREASURE ISLAND, FLORIDA Attest:

By: _____
Garrison Brumback, Interim City Manager Celine Kidwell, City Clerk

ACKNOWLEDGEMENT OF CONDITIONS

Licensee accepts the grant of the License contained in this License, and agrees to be bound by all terms, conditions and limitations imposed upon the Licensee pursuant to the License.

Middle Grounds Grill, LLC

WITNESSED:

By: Scott C Coover M Marty

Printed Name: Scott C Coover Printed Name: M Marty

Title: Vice President

Mike Munger

Printed Name: Mike Munger

Exhibit A





Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 18, 2024
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Agreement For Wastewater Services between the City of St. Petersburg and City of Treasure Island
BACKGROUND:	The City of St. Petersburg owns and operates a wastewater collection, treatment, and disposal system. The City of Treasure Island provides wastewater collection services for customers within the city limits. The City of St. Petersburg and the City of Treasure Island have an existing agreement for wholesale wastewater treatment and disposal service to Treasure Island is currently governed by an Agreement for sewage treatment service dated July 28, 2014, that terminates on July 28, 2024. The City of St. Petersburg and the City of Treasure Island have now agreed to enter into a new Agreement for Wastewater Services for a period of ten years.
POLICY/PURPOSE:	Authorize the City Manager to Execute the Agreement for Wastewater Services
STRATEGIC PLAN RELEVANCE:	Infrastructure Road Map - Goal 1: Protect City assets to sustain the future of Treasure Island.
ANALYSIS/DISCUSSION:	The City of Treasure Island finds that it is in the best interest of the City of Treasure Island to authorize the City Manager to execute the Agreement for Wastewater Services attached as Exhibit 1. the City of St. Petersburg agrees to provide, and the City of Treasure Island agrees to pay for wastewater transmission, treatment, and disposal service ("Wastewater Services") subject to the terms of this Agreement. The City of St. Petersburg and the City of Treasure Island are committed to comply with all Federal, State and Local statutes, rules and regulations governing wastewater systems and with the terms

of this Agreement.

The City of St. Petersburg agrees to provide, and Treasure Island agrees to pay for Wastewater Services during the term of this Agreement and in accordance with the terms and conditions hereinafter set forth. The City of St. Petersburg will treat the total wastewater flow generated from Treasure Island up to an annual average daily flow of 1,570,000 gallons per day (GPD) within the System in accordance with the terms of this Agreement.

The following are a list of changes:

- Total Sewage flow reduction from 2.8 million gallons per day to 1.57 million gallons per day. Calculated by taking the City's daily average sewage flow and adding 25% for growth.
- Clarifying language was added regarding the joint pipe ownership from Causeway Isles area to Pasadena
- Language was added to clarify that St. Petersburg may have liability for any damage done to TI's system.
- Language was added to clarify payment will be handled in accordance with the Local Government Prompt Payment Act.
- Removed the restriction that Treasure Island cannot change its users less than the rate of St. Petersburg.
- 10 year contract with annual renewals thereafter (it was 10 years with a 10-year renewal)
- Hold harmless language was changed to provide mutual obligations and restrictions
- Notice language was updated
- Exhibits were changed
 - Exhibit B depicts the connection to St. Petersburg's system more accurately
 - Exhibit D was changed - Pretreatment Agreement – Pretreatment Agreement changed to Industrial Pretreatment Agreement – Revised language to provide for advance notice to Treasure Island if St. Petersburg believe Treasure Island's system is introducing any pollutant to the St. Petersburg's system and is going to begin metering and charging Treasure Island.
 - Exhibit E was added - Inflow and Infiltration Agreement – the purpose is to cooperative reduce unpermitted discharges of wastewater, preserve capacity and plan for new or expanded service.

FUNDING:

No funding requirement for the Agreement for Wastewater Services. Funding for the services is in the approved FY2024 Budget in the Wastewater Fund 420-5350-34090.

MOTION:

I move to approve and authorize the City Manager to execute the Agreement for Wastewater Services with City of St. Petersburg.

ATTACHMENTS:

[2024 Wholesale Wastewater Agreement and Exhibits - Treasure Island \(unsigned\).pdf](#)

**AGREEMENT FOR
WASTEWATER SERVICES**

THIS AGREEMENT made and entered by into this ____ day of _____, 2024 by and between the CITY OF ST. PETERSBURG, a Florida municipal corporation, herein referred to as "St. Petersburg," and the CITY OF TREASURE ISLAND, a Florida municipal corporation, herein referred to as "Treasure Island". Both St. Petersburg, as a provider of Wholesale Wastewater Services, and Treasure Island, as a recipient of Wholesale Wastewater Services, collectively hereafter sometimes referred to as the "Parties", are located in Pinellas County Florida.

W I T N E S S E T H:

WHEREAS, St. Petersburg owns and operates a wastewater collection, treatment, and disposal system, herein referred to as "the St. Petersburg System"; and

WHEREAS, Treasure Island provides wastewater collection services to certain real property located within Pinellas County, Florida more specifically described in Exhibit "A", attached hereto and incorporated by reference herein; and

WHEREAS, service to Treasure Island is currently governed by an Agreement for sewage treatment service dated July 28, 2014 that terminates on July 28, 2024; and

WHEREAS, St. Petersburg agrees to provide, and Treasure Island agrees to pay for wastewater transmission, treatment, and disposal service ("Wastewater Services") subject to the terms of this Agreement; and

WHEREAS, St. Petersburg and Treasure Island are committed to comply with all Federal, State, and Local Rules and Regulations governing wastewater systems and with the terms of this Agreement; and

WHEREAS, St. Petersburg and Treasure Island covenant and agree that they have the power and authority to enter into this Agreement.

NOW, THEREFORE, incorporating the above Whereas clauses as if fully stated herein and, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. **SERVICE**

(a) St. Petersburg agrees to provide and Treasure Island agrees to pay for Wastewater Services during the term of this Agreement and in accordance with the terms and conditions hereinafter set forth.

(b) St. Petersburg will treat the total wastewater flow generated from Treasure Island up to an annual average daily flow of 1,570,000 gallons per day (GPD) within the St. Petersburg

System in accordance with the terms of this Agreement and in accordance with the standards of quality and applicable rules and regulations.

(c) If for any reason Treasure Island experiences or anticipates an event in which the actual annual average daily flows exceed 1,570,000 GPD, Treasure Island will immediately submit written notice to St. Petersburg and begin a joint analysis with St. Petersburg to address the need for additional wastewater capacity. Any resolution reached concerning maximum daily flow and wastewater capacity between Treasure Island and St Petersburg shall be reduced to a supplemental agreement between the two parties, which will reference the terms of this Agreement. A resolution between the parties regarding additional capacity and addressing the higher flow level must be reached within twelve (12) months of the date of St. Petersburg's receipt of the written notice or this Agreement may be terminated by St. Petersburg.

2. POINT OF CONNECTION

(a) All wastewater flows delivered to St. Petersburg from Treasure Island under this Agreement shall be delivered to a point of connection between the St. Petersburg System and the Treasure Island wastewater system.

(b) The point of connection shall be that point where the St. Petersburg System is physically connected with the Treasure Island wastewater system and is more specifically described in Exhibit "B" attached hereto and incorporated by reference herein. St. Petersburg shall own the point of connection and all wastewater facilities and appurtenances from the point of connection to the wastewater treatment facility, unless otherwise mutually agreed. Pursuant to the Interlocal Agreement dated January 3, 1984, Treasure Island and/or St. Pete Beach own all wastewater facilities up to the point of connection, as shown in Exhibit "B".

3. METERING

(a) Treasure Island shall be responsible for the installation, operation, maintenance and replacement of appropriately sized and configured wastewater flow meter(s) together with appurtenant equipment at such locations as shown in Exhibit "C" (hereafter "the Treasure Island Meters"). The City of St. Petersburg shall have the right to install appurtenances that will provide remote access for monitoring and billing purposes.

(b) Treasure Island shall annually inspect and calibrate the Treasure Island Meters through the meter manufacturer or a qualified manufacturer's representative. The metering equipment shall record total flow from Treasure Island with an error tolerance not to exceed $\pm$ five percent (5%) of the full-scale reading, and suitable for billing purposes. Treasure Island shall calibrate the Treasure Island Meters and provide the results of the certified calibration to St. Petersburg in writing no later than January 31st of each year.

(c) St. Petersburg shall have the right to inspect the accuracy of the Treasure Island Meters at any time and request in writing that Treasure Island conduct an inspection of the Meters in order to determine accuracy. The term "inspected" used in this Paragraph shall mean an inspection by

personnel certified by the manufacturer of the flow meters to test and calibrate the accuracy of the flow meters. Treasure Island shall arrange for an inspection within thirty (30) calendar days of the written request from St. Petersburg and provide at least three (3) business days advance written notice to St. Petersburg of the date of such inspection. Treasure Island shall provide a report of the inspection findings to St. Petersburg within thirty (30) days of the completion of such inspection. If the Treasure Island Meters are found to be recording flows within $\pm 5\%$, St. Petersburg shall bear the cost of such inspection and shall reimburse Treasure Island for the inspection costs within thirty (30) days of receipt of invoice for those costs.

(d) If the Treasure Island Meters are found to be in error exceeding $\pm$ five percent ($\pm 5\%$) of true accuracy, it shall be re-calibrated in accordance with the manufacturer's recommended standards at Treasure Island's expense. The Parties shall then review the monthly wastewater service bills since the last inspection or calibration of the Treasure Island Meters to attempt to identify when the error rate began to exceed $\pm$ five percent ($\pm 5\%$). In conducting their review, the Parties shall consider relevant historical wastewater flow data from previous years, seasonal and unseasonable weather conditions, significant events impacting Treasure Island's wastewater system (e.g., malfunctions, repairs and improvements), significant construction and development activities, as well as any other matters which may account for material changes in the amount of wastewater produced by Treasure Island.

(e) If the Parties are unable to establish, to a reasonable degree of certainty, a time since the Treasure Island Meters were last inspected or calibrated where it appears that the monthly wastewater flow from Treasure Island, as measured by the Treasure Island Meters, began differing from actual monthly wastewater flow from Treasure Island by more than $\pm$ five percent ($\pm 5\%$), it shall be presumed the error began occurring on the mid-point date between the previous inspection or calibration and the date on which the error rate was confirmed through inspection or re-calibration. The monthly Wholesale Wastewater Service bills paid by Treasure Island to St. Petersburg, since the date the Parties identify as the date on which the Treasure Island Meter began malfunctioning, shall be adjusted. Treasure Island shall pay to, or receive, from St. Petersburg the sum of the difference between the wastewater service bills invoiced since the Treasure Island Meter began malfunctioning and the re-computed wastewater service bills for that period. Amounts due to or owed by Treasure Island will be paid in equal monthly installments over the number of months the error rate exceeded five percent ($\pm 5\%$) beginning the month following re-computation of the wastewater service bills for that period.

(f) St. Petersburg shall read the Treasure Island Meters for billing purposes each month. If it is necessary for Treasure Island to take a meter offline for required maintenance or if it is known by Treasure Island that a meter is functioning improperly, Treasure Island shall promptly notify St. Petersburg. For any time period during which the Meter is offline or was known to be functioning improperly, St. Petersburg will apply, and Treasure Island shall pay the average of the prior six (6) months to the volume charge until such time that the Meter is online and functioning properly.

4. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS

(a) Treasure Island and St. Petersburg agree to comply with all applicable federal, state, and local regulations including, but not limited to, federal pretreatment and cross connection control regulations. Treasure Island shall execute the Industrial Pretreatment Agreement attached as Exhibit “D” and incorporated by reference herein. This Industrial Pretreatment Agreement shall supersede the Agreement for Wastewater Services executed on July 28, 2014, between Treasure Island and St. Petersburg.

(b) If at any time, Treasure Island does not comply with the restrictions imposed upon it in this Agreement, or if Treasure Island shall create any condition or allow any condition to persist which St. Petersburg determines to be harmful, disruptive, or destructive to any of its wastewater facilities that carry, treat and dispose of wastewater discharged by Treasure Island, St. Petersburg shall give thirty (30) days written notice pursuant to notice requirements in paragraph 15 below to Treasure Island to discontinue such harmful operation or practice. Should Treasure Island refuse or be unable to correct such harmful condition within thirty (30) days of such written notice, St. Petersburg, at its sole discretion, may provide remedies to such conditions and charge all costs of said remedies to Treasure Island, including the cost of repairing damage directly associated with St. Petersburg's System, including intercepting sewers and pumping stations. Treasure Island shall be responsible for any costs, fees, fines or penalties assessed against St. Petersburg as a result of permit or other regulatory violations caused as a result of any act, omission, or negligence by Treasure Island or its officers, agents or employees in the operation of its wastewater system. Such costs, fees, fines or penalties shall be in addition to any other damages Treasure Island is responsible for pursuant to this Agreement. Nothing in this Agreement acts as a waiver of St. Petersburg's potential liability for any damage to Treasure Island's wastewater system caused by St. Petersburg's breach of this Agreement.

(c) Treasure Island understands and acknowledges that excess infiltration of fresh or saltwater into Treasure Island's wastewater system causes the capability of St. Petersburg to treat domestic and industrial wastewater to be diminished and thus limits St. Petersburg's ability to treat and dispose of wastewater. Treasure Island agrees that at the point of connection to the St. Petersburg System, chloride levels shall not exceed the local limit established for chlorides in the City of St. Petersburg City Code, unless such chloride levels are due to extreme natural disaster or Act of God (e.g. hurricane, tropical storm event). Treasure Island agrees that the appropriate sampling location for St. Petersburg to sample Treasure Island's wastewater to verify Treasure Island's compliance with this Agreement will be the Paradise Island and Treasure Island master lift stations as shown on attached Exhibit “C”. Treasure Island further agrees to keep its wastewater collection system in such reasonable repair and condition that excess infiltration and inflow will be minimized. Treasure Island shall execute the Inflow and Infiltration Agreement attached as Exhibit “E” and incorporated by reference herein. As specified in the Inflow and Infiltration (I/I) Agreement, Treasure Island shall undertake an Annual I/I Reduction Plan and Program Report (“Annual Report”) to identify excess inflow and infiltration and implement a program to control excess inflow and infiltration through a sewer rehabilitation program. (For purposes of this Agreement, the phrase “Excess Inflow and Infiltration” or any abbreviation thereof shall have the same definition as set forth in the Inflow and Infiltration Agreement attached as Exhibit “E” and incorporated by reference herein.) The form and format of the Annual Report shall be as agreed upon between both Parties. Upon adoption of any applicable federal, state, or local regulations relating to the maintenance, operation and management of sanitary sewer systems, Treasure Island

agrees to comply with the same and shall submit annual reports to St. Petersburg concerning its maintenance, operation, and management program.

(d) Treasure Island agrees to deliver primarily domestic wastewater to the St. Petersburg System. Treasure Island agrees to prohibit the delivery of wastewater to the St. Petersburg System that will interfere with St. Petersburg's treatment process and agrees to provide or require such pretreatment of Treasure Island's wastewater sufficient to meet untreated wastewater standards of the St. Petersburg System. The delivery of wastewater from the Treasure Island wastewater system to the St. Petersburg System shall conform with the prohibitions and limitations established in the St. Petersburg City Code, as the same now exists, and/or as the same shall be hereafter amended from time to time. St. Petersburg shall adopt such local standards for Industrial Pretreatment for its customers, including wholesale users of the St. Petersburg System, by Ordinance, which may be amended, from time to time, for the protection of its wastewater system. St. Petersburg agrees to begin discussion with Treasure Island no less than six (6) months prior to any changes to St. Petersburg's Industrial Pretreatment Ordinance that would impact Treasure Island with respect to industrial pretreatment of its wastewater.

5. PROJECTIONS AND WASTEWATER FLOWS

(a) No later than January 31st of each year, Treasure Island will give written notice to St. Petersburg of its projected wastewater flows for the current year and the five (5) years following the year in which such notice is given. Such projections shall include maximum and average flows stated in gallons per day. Flow projections shall be based upon the sanitary sewer service district population projection, per capita daily demand projection, average daily wastewater projection, and average inflow and infiltration flow projections based upon historical records.

(b) In the event that the performance of this Agreement by either Party to this Agreement is prevented or interrupted due to any cause beyond the control of either Party, including, but not limited to Acts of God, allocations or other governmental restrictions upon the use of or availability of plant capacities, rationing, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, any and all governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgement or restraining order of injunction of any court, said Party shall not be liable for such non-performance. Both Parties agree to promptly notify the other Party of any such event that would prevent it from performing its obligations pursuant to this Agreement. Each Party shall provide the other with a contact name and phone number for 24-hour availability in the event of an emergency.

(c) St. Petersburg reserves the right to restrict or otherwise limit the amount of capacity available to any customer during periods of emergency, storms, or other intermittent or temporary events when, in the sole discretion of St. Petersburg, such restrictions or limitations are necessary for the efficient and effective operation of the St. Petersburg System. St. Petersburg agrees to notify Treasure Island in advance, if practicable, and to promptly notify Treasure Island of any such event that would require it to restrict or otherwise limit its ability to treat wastewater from Treasure

Island and make reasonable efforts to work with Treasure Island to mitigate adverse consequences of such restrictions or limitations. Such good faith cooperation and negotiation shall not act as a waiver of St. Petersburg's right to terminate this Agreement in any manner otherwise consistent with this Agreement.

6. RATES AND CHARGES

(a) St. Petersburg agrees to provide, and Treasure Island agrees to pay, for Wastewater Services based on the rates, fees, and charges, established by the St. Petersburg City Council by Ordinance. Treasure Island shall also pay a twenty-five percent (25%) outside St. Petersburg city limit surcharge as authorized by Section 180.191 Florida Statutes and the St. Petersburg City Code. St. Petersburg shall provide preliminary notice to Treasure Island at least one hundred and twenty (120) days prior to the effective date of any changes to its rates, fees, charges and surcharges. St. Petersburg shall also provide notice at least ten (10) days prior to the public hearing scheduled to consider such changes in the rates, fees, charges or surcharges.

(b) St. Petersburg shall bill Treasure Island monthly based on the meter reading of the Treasure Island Meter in accordance with the rates, fees, charges, and surcharges which are duly in effect at the time service is delivered. Meter readings for the month shall be made on or about the last day of the month and payment shall be made in accordance with the Local Government Prompt Payment Act. Payments received after 45 days shall be subject to reasonable late charges as established by St. Petersburg and published in the St. Petersburg City Code Chapter 27. Failure of Treasure Island to pay Wastewater Service charges shall constitute a breach of this Agreement.

7. NO ACQUIRED RIGHTS

Neither Party, by reason or any provision of this Agreement, or the use of facilities there under, or otherwise, shall acquire any vested or adverse right or future right, in law or equity, in the treatment, collection or disposal system owned by the other Party. The use, rental, or license of treatment services, after the expiration of the initial term of this Agreement, or under any renewal thereof, shall not be deemed to initiate, create or vest any rights, save those herein expressly stated and enumerated.

8. OWNERSHIP

It shall be understood between the Parties hereto that each Party owns its own wastewater collection system, and each is a separate and independent system from the other.

9. DISCONNECTION

Should this Agreement terminate for any reason, Treasure Island shall make good faith and diligent efforts to disconnect all of its connections, pipes and appliances from the St. Petersburg St. Petersburg System within a reasonable amount of time not to exceed ten (10) years. This will allow reasonable time for Treasure Island to achieve an alternate connection or treatment solution, including the installation of sub-aqueous piping. In the event of disconnection, Treasure Island

shall leave the St. Petersburg System in as good condition as before connection was made therewith, normal wear and tear excepted.

10. DEFAULTS

In addition to other legal remedies, if either Party shall fail to comply with the provisions of this Agreement, the other has the option to terminate this Agreement by giving the other Party ninety (90) days prior written notice.

11. TERM

The effective date of this Agreement shall be July 29, 2024, and the parties agree that the terms of this Agreement shall be retroactively applied to July 29, 2024 if this Agreement is not fully executed by that date. The term of this Agreement shall be for ten (10) years which will commence on July 29, 2024 and expire on July 29, 2034 ("Initial Term"). Thereafter, this Agreement shall be automatically renewed from year to year without either party taking any action to renew the same. After the Initial Term, this Agreement may be terminated by either party upon 360 days written notice prior to the next annual anniversary date of this Agreement as automatically extended. If either Party desires the Agreement to end when the Initial Term concludes, 360 days prior written notice shall be given before the end of the Initial Term. Written notice shall be considered given if delivered by registered or certified mail to the Clerk of the municipality.

12. ASSIGNMENT

Treasure Island may not assign any of its rights under this Agreement without the prior written approval of St. Petersburg which shall be executed with the same formalities as employed in the execution of this Agreement.

13. SUPERSEDES

This Agreement for Wastewater Services replaces and supersedes the previous Agreement for Wastewater Services by and between Treasure Island and St. Petersburg, dated July 28, 2014.

14. HOLD HARMLESS

To the extent authorized by law and subject to the limitations of Section 768.28 Florida Statutes, Treasure Island agrees to indemnify, defend, save, and hold harmless St. Petersburg from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by Treasure Island, its agents or employees, or due to any act, occurrence, omission, or negligence of Treasure Island, its agents or employees in the operation of its system. To the extent authorized by law and subject to the limitations of Section 768.28 Florida Statutes, St. Petersburg agrees to indemnify, defend, save, and hold harmless Treasure Island from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by St. Petersburg, its agents or employees, or due to any act, occurrence,

omission, or negligence of St. Petersburg, its agents or employees in the operation of its system. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

15. NOTICE

All notices, requests, and other communications which are required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or delivered personally when sent by facsimile, email, or when mailed, registered or certified first-class postage pre-paid as set forth below:

If to St. Petersburg, to:

Director Water Resources Department
City of St. Petersburg
1650 Third Avenue North
St. Petersburg, FL 33713

If to Treasure Island, to:

Director Public Works Department
City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33707

with a copy to:

City Attorney
City of St. Petersburg
P.O. Box 2842
One 4th Street North
St. Petersburg, FL 33701

with a copy to:

City Attorney
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33707

17. SEVERABILITY

Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused these present to be exercised in duplicate by their proper officers duly authorized so to do and have affixed their corporate seals the day and year first above written.

**CITY OF TREASURE ISLAND,
FLORIDA:**

ATTEST:

(SEAL)

By: _____

Name: _____

Date: _____

Approved as to Form and Content:

City Attorney (Designee)

CITY OF ST. PETERSBURG, FLORIDA:

ATTEST:

(SEAL)

By: _____

Name: _____

Kenneth T. Welch
Mayor

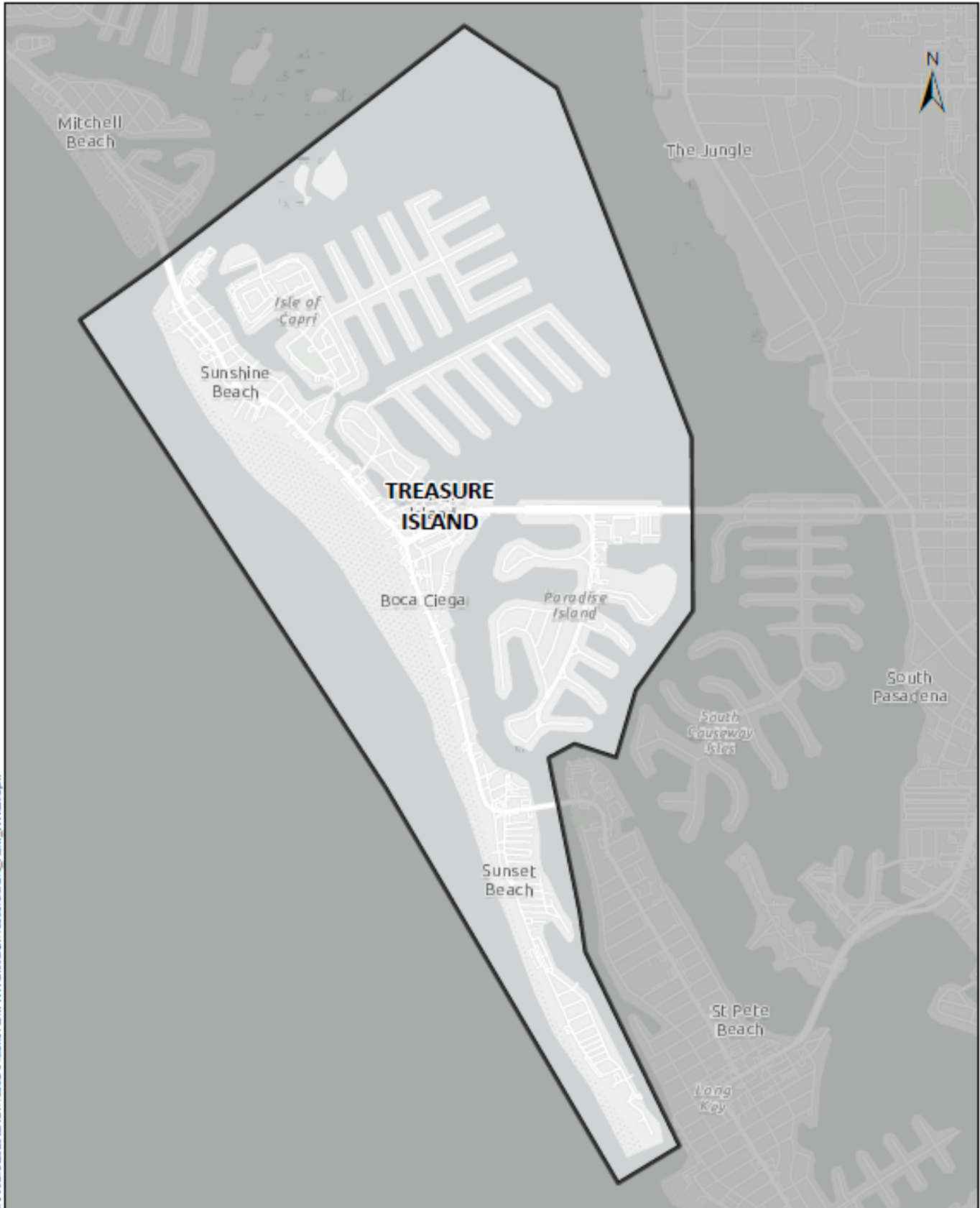
Chan Srinivasa
City Clerk

Date: _____

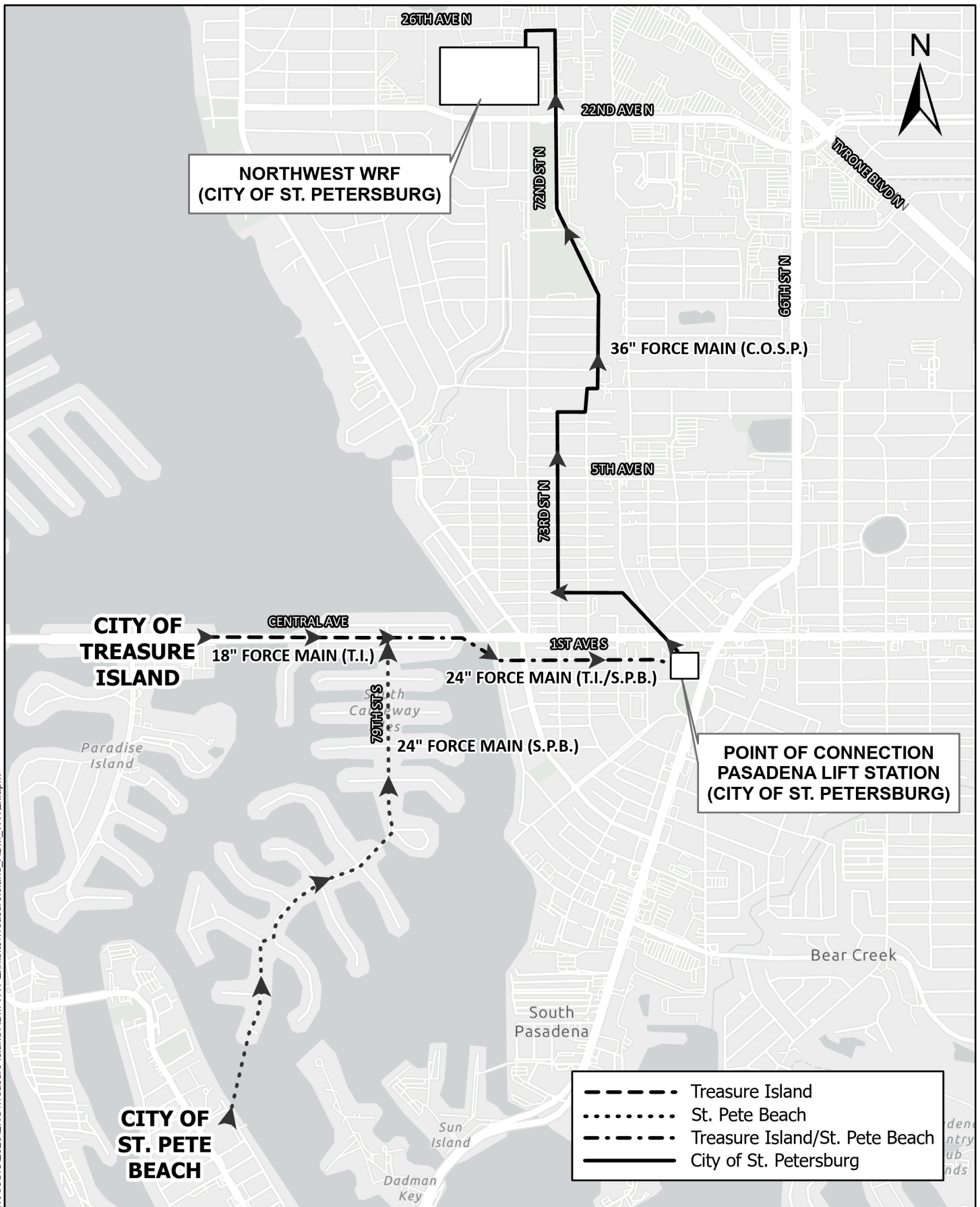
Approved as to Form and Content:

City Attorney (Designee)

Document Path: S:\InfoGIS\2023\ENG\Treasure Island ACM WW\Exhibit\TreasureIsland_ACM_WWEx.aprx



ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY of ST PETERSBURG		EXHIBIT "A" TREASURE ISLAND WASTEWATER SERVICE AREA	
APPROVED BY: NEA	DATE: 8/16/2023		



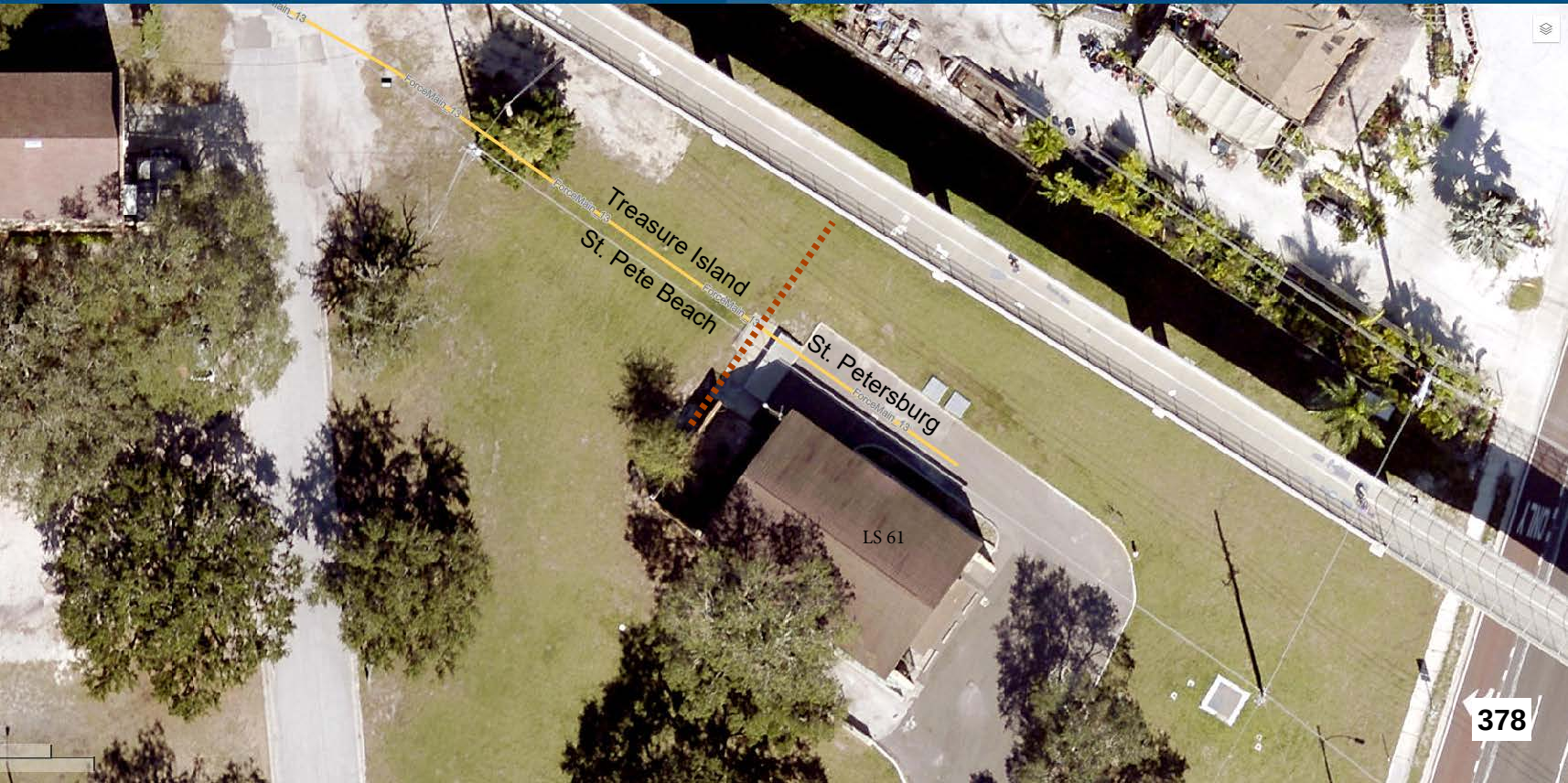
ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY of ST PETERSBURG	
APPROVED BY: NEA	DATE: 2/28/2024

EXHIBIT "B"
POINT OF CONNECTION



Treasure Island
& St. Pete Beach

St. Petersburg



Treasure Island
St. Pete Beach

St. Petersburg

LS 61

378

EXHIBIT D

INDUSTRIAL PRETREATMENT AGREEMENT

Between

THE CITY OF ST. PETERSBURG AND THE CITY OF TREASURE ISLAND

RECITALS

WHEREAS, the City of St. Petersburg (“St. Petersburg”) owns and operates a wastewater collection, treatment, and disposal system, herein referred to as “the St. Petersburg System”, and

WHEREAS, St. Petersburg has entered into an Agreement for Wastewater Services with the City of Treasure Island (“Treasure Island”) dated _____ (“Wastewater Agreement”) whereby St. Petersburg has agreed to provide wastewater service (“Wastewater Services”) to Treasure Island; and

WHEREAS, Treasure Island provides wastewater services to certain real property located within Pinellas County, Florida more specifically described in Exhibit “A” to the Wastewater Services Agreement; and

WHEREAS, St. Petersburg is required by both Federal and State law to implement a pretreatment program applicable to all industrial users of the St. Petersburg System wherever located; and

WHEREAS, Treasure Island acknowledges its responsibility to comply with all appropriate Federal, State, and Local laws and regulations relating to industrial pretreatment;

In consideration of the following terms and conditions contained herein St. Petersburg and Treasure Island agree that:

1. Treasure Island shall designate an appropriate official or employee to review, on or before January 31st of each year, all pertinent records (e.g., connection permits, business tax receipts, water use records) to determine if any significant industrial user or dental dischargers will be served by Treasure Island. If a prospective significant industrial user or dental discharger is identified, Treasure Island shall report this fact to St. Petersburg within 30 days of identification or by January 31st of each year whichever is sooner, and in that event, and only in that event, shall the provisions of paragraphs 4 and 5 below be invoked. Treasure Island shall provide St. Petersburg access to these records for independent verification upon request.
2. Treasure Island shall certify and document no later than January 31st of each year if there are no significant industrial users, as defined by Federal, State, and Local regulations including Section 27-302 St. Petersburg City Code, nor dental dischargers as defined in Title 40, Part 441 of the Code of Federal Regulations, effective date July 14, 2017 connected to Treasure Island’s wastewater system. Such documentation shall be sent to:

Director of Water Resources Department
City of St. Petersburg
1650 Third Avenue North
St. Petersburg, FL 33713

3. Treasure Island agrees that, when required to do so, it will adopt and diligently enforce a wastewater use program which references, at a minimum, the “prohibited discharge” standards and the National Categorical Standards contained in the Federal Pretreatment Regulations, State regulations and the local limitations adopted by St. Petersburg related to industrial pretreatment, including dental dischargers as defined in Title 40, Part 441 of the Code of Federal Regulations, effective date July 14, 2017.
4. If St. Petersburg reasonably believes that Treasure Island’s wastewater system has introduced any pollutant causing Pass Through or Interference (as defined in 40 CFR § 403.3) within the St. Petersburg System, St. Petersburg will immediately notify Treasure Island and may install appropriate metering and monitoring equipment at all points where the Treasure Island wastewater system connects to the St. Petersburg System. All reasonable costs or expenses incurred by St. Petersburg in maintaining and operating this equipment shall be assessed in accordance with the terms of the Wastewater Agreement.
5. Treasure Island shall not authorize any significant industrial user or dental discharger located within its jurisdiction to commence discharging to its wastewater system until provision has been made between Treasure Island and St. Petersburg to oversee the significant industrial user’s compliance with all applicable Federal, State, and Local pretreatment requirements. This shall be accomplished by renegotiation of this Agreement to establish and designate administrative responsibilities between Treasure Island and St. Petersburg for all pretreatment legal and programmatic functions required by Title 40, Part 403 of the Code of Federal Regulations and Rule 62-625, Florida Administrative Code, and any other appropriate Federal, State, and Local regulations, including the following.
 - a) The agreement should indicate whether Treasure Island or St. Petersburg is responsible for issuing control mechanisms to industrial users located within the contributing jurisdiction. If joint control mechanisms are to be issued, the agreement should indicate which party will take the lead in preparing the draft control mechanisms.
 - b) The agreement should indicate whether Treasure Island or St. Petersburg has primary responsibility for enforcing pretreatment standards and requirements against industrial users located within Treasure Island sewer service area. If Treasure Island has primary responsibility for enforcing the

program, the agreement should specify whether St. Petersburg can enforce such pretreatment standards and requirements if Treasure Island fails to do so.

- c) Where Treasure Island has primary responsibility for permitting, compliance monitoring, and enforcement, it agrees that St. Petersburg has the right to take legal action as necessary to enforce the terms of the agreement and act directly against noncompliant industrial users if Treasure Island is unable or unwilling to do so. The agreement should also provide for remedies available against Treasure Island, including indemnification and specific performance of pretreatment activities.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused these present to be exercised in duplicate by their proper officers duly authorized so to do and have affixed their corporate seals the day and year first above written.

**CITY OF TREASURE ISLAND,
FLORIDA:**

ATTEST:

(SEAL)

By: _____

Name: _____

Date: _____

Approved as to Form and Content:

City Attorney (Designee)

CITY OF ST. PETERSBURG, FLORIDA:

ATTEST:

(SEAL)

By: _____

Name: _____

Kenneth T. Welch
Mayor

Chan Srinivasa
City Clerk

Date: _____

Approved as to Form and Content:

City Attorney (Designee)

EXHIBIT E

INFLOW AND INFILTRATION AGREEMENT

Between

THE CITY OF ST. PETERSBURG and THE CITY OF TREASURE ISLAND

THIS INFLOW AND INFILTRATION AGREEMENT is entered into this ____ day of _____, 2024, by and between the CITY OF ST. PETERSBURG, a Florida municipal corporation, herein referred to as “St. Petersburg”, and Treasure Island, a Florida corporation, herein referred to as “Treasure Island”. Both St. Petersburg, as a provider of wholesale wastewater services, and Treasure Island, as a recipient of wholesale wastewater services, collectively hereafter sometimes referred to as the “Parties,” are located in Pinellas County Florida.

WITNESSETH:

WHEREAS, St. Petersburg owns, operates and maintains wastewater collection/transmission, treatment, and disposal facilities (“the St. Petersburg System”) [which includes but is not limited to the Northwest (FLA128821), Southwest (FLA128848), and Northeast (FLA128856) Water Reclamation Facilities (“Facilities” or “System”), and the St. Petersburg Master Reuse System (FLA012881)] that are permitted by the Florida Department of Environmental Protection (FDEP); and

WHEREAS, St. Petersburg provides wastewater transmission, treatment and disposal service (“Wastewater Service”) to Treasure Island pursuant to an agreement dated _____, 2024 (the “Wastewater Agreement”); and

WHEREAS, both Parties recognize that St. Petersburg and FDEP entered into a consent order (OGC FILE NO. 16-1280) addressing unpermitted discharges of wastewater and effluent from several of its Facilities and System; and

WHEREAS, both Parties recognize that excessive inflow and infiltration (“I/I”) (“Excess I/I”) of stormwater and groundwater into the Parties’ sanitary sewer systems may contribute to unpermitted discharges; and

WHEREAS, St. Petersburg desires to establish Peaking Factors within its wastewater collection/transmission, treatment, and disposal systems; including contributory flow received from wastewater collection/transmission systems owned and operated by Treasure Island; and

WHEREAS, both Parties recognize the need for cooperation to allow Treasure Island to determine the most cost-effective way to reduce I/I in order to remain below the maximum Peaking Factors.

NOW, THEREFORE, St. Petersburg and Treasure Island hereby enter the following

agreement:

1. PURPOSE OF AGREEMENT

(a) The purpose of this Agreement is to cooperatively reduce unpermitted discharges of wastewater, preserve capacity in the existing St. Petersburg System, and assist in the planning for new or expanded capacity in the future. This Agreement establishes standards for acceptance of I/I from wholesale wastewater customers through monitoring of Peaking Factors and the requirement that Treasure Island prepare and implement plans to reduce Excess I/I on an annual basis and provide St. Petersburg with progress reports that reflect best efforts to protect the health, welfare and safety of the public and the environment by requiring the reduction of I/I and minimizing the risk of overflows in the St. Petersburg System.

2. DEFINITIONS

(a) “Annual Average Daily Flow” means the total volume of wastewater measured at the compliance point during any consecutive 365 days, divided by 365 and expressed in units of MGD.

(b) “Compliance Point” means the point where Treasure Island’s flow meters are located as shown in Exhibit C.

(c) “Excess Inflow and Infiltration (Excess I/I)” means an actual flow rate at the Compliance Point which exceeds either the Maximum Day Flow or the Peak Hour Flow calculated in accordance with Paragraph 3(b) of this agreement.

(d) “Maximum Day Flow” means the largest volume of wastewater measured at the compliance point during any consecutive 24-hour period, expressed in units of MGD; maximum 24-hour flow.

(e) “MGD” means a flow rate expressed in million gallons per day.

(f) “Peak Flow” means the maximum wastewater flow rate Treasure Island is authorized to deliver to the St. Petersburg System expressed as both a maximum daily flow and peak hour flow.

(g) “Peak Hour Flow” means the largest volume of wastewater measured at the compliance point during any consecutive 60-minute period, expressed in units of MGD; maximum 60-minute flow.

(h) “Peaking Factor” means a multiplier that expresses the ratio of a peak (or maximum) flow to the annual average daily flow; the maximum day peaking factor is the ratio of the measured maximum day to the measured annual average daily flow; the peak hour peaking factor is the ratio of the measured peak hour flow to the measured annual average daily flow.

(i) “Reporting Year” means the twelve-month period of January through December.

3. PEAK FLOW

(a) Wastewater flows measured at the compliance point are expected to not exceed the authorized Peak Flow during any given time periods.

(b) Peaking Factors for Annual Average Daily Flow, Maximum Day Flow and Peak Hour Flow Allocations shall be:

Level of Service Flow	Peaking Factor
Annual Average (daily)	1.0
Maximum Day	2.0
Peak Hour	3.0

4. PEAK FLOW RATE REDUCTION REQUIREMENTS.

Treasure Island shall take appropriate actions to ensure that its wastewater flows do not exceed the Peak Flows calculated in accordance with Paragraph 3(b) of this Agreement. If Treasure Island has multiple compliance points within Treasure Island’s wastewater system, the flow rate will be evaluated for each compliance point. A flow rate exceedance occurs if the highest measured value of Treasure Island’s applicable flow rate, as recorded by St. Petersburg from flow data collected at any compliance point defined in Exhibit C of the Wastewater Agreement, exceeds Treasure Island’s applicable Peak Flow.

5. REPORTING REQUIREMENTS

(a) Flow Rate Exceedance Report. If Treasure Island has a flow rate measured at a compliance point which exceeds the Peak Flow as defined in this Agreement, St. Petersburg will notify Treasure Island of the exceedance in writing within 7 days. Within thirty (30) days of being notified of a flow rate exceedance by St. Petersburg, Treasure Island shall provide St. Petersburg a written evaluation of what caused the exceedance, what actions will/may be taken to mitigate the exceedance and when these actions will be completed. If the actions and timelines for correction of this exceedance are already contained within Treasure Island’s Annual Report (Section 5. (b)), the written evaluation must reference the applicable section of the Annual Report and provide written verification that the plans and timelines detailed in the Annual Report will eliminate further exceedances from this compliance point.

(b) Annual I/I Reduction Plan and Progress Report (“Annual Report”). No later than January 31 each year Treasure Island shall submit an Annual Report to St. Petersburg.

This report shall be certified for accuracy by a professional engineer licensed in the state of Florida or by a corporate officer. The Annual Report must contain the following information:

- i. Detailed documentation of Excess I/I identification and reduction activities carried out during the reporting year. This report should identify the manhole covers plugged and sealed, cross connections eliminated, service laterals lined, manholes rehabilitated or replaced, a description of sanitary sewer lines rehabilitated or replaced and other reduction activities. This report should also include the linear feet of sanitary sewer televised, smoke test results, flow monitoring information, and other Excess I/I identification tasks completed.
- ii. Detailed plans of I/I identification and reduction activities that Treasure Island will complete during the upcoming calendar year. These plans should include activities, timelines and milestones.
- iii. Copies of any information distributed to the public concerning Excess I/I reduction efforts. Alternatively, Treasure Island may substitute a copy of their periodic status report addressed to FDEP as required under a Consent Order, if applicable.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused these present to be exercised in duplicate by their proper officers duly authorized so to do and have affixed their corporate seals the day and year first above written.

**CITY OF TREASURE ISLAND,
FLORIDA:**

ATTEST:

(SEAL)

By: _____

Name: _____

Date: _____
Approved as to Form and Content:

City Attorney (Designee)

CITY OF ST. PETERSBURG, FLORIDA:

ATTEST:

(SEAL)

By: _____

Name: _____

Kenneth T. Welch
Mayor

Chan Srinivasa
City Clerk

Date: _____
Approved as to Form and Content:

City Attorney (Designee)



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 18, 2024
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Approve City Manager Purchase Authority in the total amount of \$45,895.20 to Xylem Water Solutions USA, Inc. for a wet well pump at Pump Station #4
BACKGROUND:	The City of Treasure Island owns and operates the wastewater collection and transmission system. The wastewater transmission system has 10 lift stations and two pump stations. In an effort to standardize the pumps in both our lift stations and pump stations we have for the last 12 to 17 years used one manufacture's pumps. The City has had great success with Flygt pumps due to their longevity. The City has sole sourced the pumps in the system. The City has sole sourced Flygt pumps from Xylem Water Solutions USA Inc. (See Exhibit 1 - Sole Source Letter)
POLICY/PURPOSE:	The purpose of this item is to request purchase authority in the total amount of \$45,895.20 to Xylem Water Solutions USA, Inc. for a wet well pump for Pump Station #4
STRATEGIC PLAN RELEVANCE:	Infrastructure Road Map - Goal 1: Protect City assets to sustain
ANALYSIS/DISCUSSION:	Pump Station #4 is equipped with 3 large pumps for reliability. In May 2024, during a routine pump station inspection, one of the wet well pumps in Pump Station #4 had developed a large, eroded area in the volute of the pump. The pump needs to be replaced after being put into operations in 2016 with the Pump Station #4 rehabilitation.
FUNDING:	Funding is available in the FY 2024 current Budget in the

Wastewater Fund 420-5350-63451 in the amount of \$45,895.20.

MOTION:

I move to approve City Manager Purchase Authority of \$45,895.20 for a wet well pump purchases to Xylem Water Solutions USA, Inc.

ATTACHMENTS:

[Exhibit 1 - Sole Source Memo.pdf](#)

[Quote - Treasure Island - PS-4 Spare Pump \(05-24-2024\).docx](#)



City of
Treasure Island, Florida

120 108th Avenue, Treasure Island, FL 33706
C: (727) 212-1347 | mmunger@mytreasureisland.org
www.mytreasureisland.org

DATE: 20 December 2021

TO: Amy Davis, City Manager
Mike Helfrich, Asst. City Manager | Director of Public Works

FROM: Mike Munger, Assistant Finance Director | Procurement Coordinator

SUBJECT: Recommendation of Sole Source Determination | 22-020

Amy,

Per section H of the City's Purchasing Policy (AP #26) I am recommending that Xylem Water Solutions be determined to be the sole-source vendor for the city's purchase of lift station equipment—solicitation number 20-02.

The City has been utilizing the products and services of Xylem Water Solutions (Xylem) for well over a decade for the maintenance, repair, and rehabilitations of the City's eleven wastewater lift stations. As perhaps the most mission-critical operation the City undertakes on a 24/7/365 basis, any potential failure in our wastewater network would cause significant community interruption and incur major repair costs. Alternatively, the City engages in preventative maintenance and replacement programs of the specialized equipment at each station. Public Works and the Wastewater Enterprise Fund are adequately funded to perform the necessary maintenance and replacements in accordance with best practices, but can only absorb so many emergency repairs.

However, the funding is only part of the system network reliability. The interconnectedness of the system is generally as only as reliable as the weakest lift station. Xylem has been providing the City our pumps and control panels at each of these stations for at least the last decade; this has meant that the City has only needed to work with one supplier of these parts. This sole sourced approach has streamlined troubleshooting, as City staff only needs to understand and contract with one vendor, who subsequently becomes more adapted to our unique needs. Finally, by only using one provider for this specialty equipment, City staff can minimize the spare parts it needs to have on hand and can even rely on the compatibility of parts working at multiple stations—if necessary.

But due to the highly-specialized nature of this type of equipment and the necessity of maintaining wastewater system, I believe this quote for services from Xylem Water Solutions is in the City's best interests and is an acceptable method for the procurement given the critical nature of the operations.

Sincerely,

Mike Munger

Assistant Finance Director | Procurement Coordinator



To: City of Treasure Island
Attention: JP Agrall
Subject: PS-4 Spare Pump
Quote Number: 2024-APO-0408

May 24, 2024

We are pleased to offer the following equipment:

Qty - (1) Flygt NP3202.95 Submersible Pump, 6" Discharge, 45HP/460V/3PH 1750 RPM FM Rated Motor, 462 Impeller, 50 Ft. Length of SUBCAB 4G16+S(2x0,5) Submersible Cable, FLS Leakage Detector, ZINC ANODE SET

Total Price \$ 45,895.20

Clarifications:

1. Duplicate of Quote # 2021-APO-2286.

Exclusions:

1. We do not supply piping, valves, guide bars, pressure gauges, disconnects, junction boxes, kelling grips, surge protection equipment, flow meters, structures, electrical wiring, conduits, cable glands, spare parts, labor, or any other item not specifically listed above.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: This quote is valid for thirty (30) days unless a longer time is agreed to in writing.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2020)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped, and the appropriate claims made.

Payment Terms: 100% NET 60 DAYS AFTER SHIPMENT DATE *(Note: Partial billing will be made on partial shipments.)*
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Flygt.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Back Charges: Buyer shall not make purchases, nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

TIC: This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at [Standard Terms and Conditions | Xylem US](#) and incorporated herein by reference and made part of the agreement between the parties.



**Xylem Water Solutions USA Inc. /
Flygt Products**
455 Harvest Time Drive, Sanford, Florida 32771
Phone: 407-880-2900 • Fax: 407-880-2962

We thank you for your interest in our equipment and look forward to being of service to you in the near future.

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.

Xylem Water Solutions USA, Inc.

Matt Davis
Sales Representative
Xylem Inc.
M - (904) 575-0986

Company: _____

Address: _____

Accepted By: _____

Print Name: _____

Date: _____



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 18, 2024
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Motion to Authorize the City Manager for the Execution of Purchase Order to B&B Roadway and Security Solutions, LLC for the purchase of two (2) Pedestrian Warning Gates for the Bascule Bridge in the amount of \$44,220.00.
BACKGROUND:	The construction of the Bascule Bridge was completed in 2007. The City’s Public Works Department is responsible for Bridge Preservation/Preventive Maintenance to prevent, delay or reduce deterioration of bridge components to keep the bridge in good working condition. The bridge preservation/preventive maintenance actions are intended to delay the need for costly rehabilitation or replacement of bridge components. Therefore, delaying the replacement of costly components and extending the service life of the bridge in the most cost-effective way. The Public Works Department (DPW) performs both Cyclical Maintenance and Condition-Based Maintenance Activities as part of the Preventive Maintenance Program which identifies and prioritizes repairs and replacements of Bridge Assets. Cyclic Maintenance activities are performed on pre-determined intervals and Condition-Based Maintenance activities are identified through an inspection process.
POLICY/PURPOSE:	To request authorization from the City Commission to authorize the City Manager to purchase Pedestrian Warning Gates.

**STRATEGIC PLAN
RELEVANCE:**

Infrastructure Road Map: Goal 1: Protect City assets to sustain the future of Treasure Island. **Objective 2:** Fully fund the maintenance of the bascule bridge.

ANALYSIS/DISCUSSION:

The bascule bridge has two Pedestrian Warning Gates. In the last several years the existing Pedestrian Warning Gates have shown excessive wear in the gear boxes and electrical limit switches. After the most recent inspection, it was decided to replace the two Pedestrian Warning Gates. The existing Pedestrian Warning Gates have a specific bolt pattern that B&B Roadway and Security Solutions, LLC matches and will not require new bolt configuration alignment. This will allow for a speedy installation.

FUNDING:

Funding for this purchase is in the approved FY24 Causeway Fund 001-5411-63422.

MOTION:

I move to approve and authorize the City Manager to approve a Purchase Order to B&B Roadway and Security Solutions, LLC for supplying two Pedestrian Warning Gates for the Bascule Bridge in the amount of \$44,220.00.

ATTACHMENTS:

[B&B Roadway and Security Solutions, LLC.pdf](#)



Quote Number

FL663

15191 Hwy 243 Russellville, AL 35654
Phone: (888) 560-2060 Ext 216 (256) 332-4035 Ext 216
E-mail: jason.thorn@assaabloy.com **Web-site:** www.bbrss.com

Date:	May 6, 2024	E-mail	jagrall@mytreasureisland.org
Attention:	Jeffrey Agrall	Ph:	727-543-4190
Company:	Treasure Island	Cell:	
Job Description:			
Qty.	Description	Unit Price	Total Price
2	Pedestrian Warning Gate, Model HW-2 Includes: • Galvanized Steel Housing, Exterior Painted Aluminum • Pedestrian Panel, Dimension "A" = 114" • (2) L4 Gate Arm Lights • Motor w/ Brake, 480V, 3PH • Gear Reducer • Lockable Doors • Door Safety Switches • Hand Crank Safety Switch • Hand Crank • Drill Crank • Flasher • GFI Receptacle • Service Light • Reversing Contactor • Mounting Template • Standard "L" Type Anchor Bolts for Pouring in Concrete	\$20,860.00	\$41,720.00
	Total without Freight		\$41,720.00
	Estimated Freight to 10451 Gulf Blvd. Treasure Island, FL 33706		\$2,500.00
	Estimated Total with Freight		\$44,220.00

Quote Qualifications

- This quote is valid for 30 days from date of origination.
- "Due to the volatility of steel prices, prices may be subject to change beyond the (30) day validity period of the quote and should be confirmed prior to order."
- Shipment is estimated at **10-12** weeks after receipt of fully released order and/or approved drawings. Lead time can vary pending current work load at time of release. BBRSS is not responsible for delays outside our control.
- FOB Origin (freight prepaid & added to invoice) **(Crates over 27' Long will be on a Flat Bed Truck as our LTL Carriers have discontinued delivering Crates over 27' Long, Effective 4/13/17)**
- Off-loading shall be the responsibility of the buyer. B&B Roadway will not be responsible for off-loading of materials.
- Appointments and Delivery Notices may cost extra due to Carriers Charges for adding this.
- Lift Gate Trucks cost extra per request if available.
- Freight Damage must be reported to carrier on delivery paperwork at time of delivery and B&B Roadway needs to be notified within 48hrs. Most freight carriers will not cover freight damage if it isn't noted on paperwork at time of delivery. If your shipment comes in a crate, you need to open to verify there was no damage during shipping.
- Credit Card Purchases.

- Acceptance of this with a purchase order implies you have read and agree with our terms and conditions. Acceptance of your PO doesn't negate our Terms and Conditions even if it says it does. Notify us in writing on what you don't agree with in our Terms and Conditions so we can review.
- **Please email or mail a copy of your Purchase Order for our records at time of order.**
- Price includes only materials as described above.
- Applicable taxes are not included; customer will be responsible for all taxes on sales. **Due to recent Tax Law Changes, B&B Roadway is required to charge sales taxes in certain states, please furnish a copy of your Tax Exempt Certificate when order is placed.**
- Concrete, rebar, conduit, electric service and other installation items not listed are to be provided by others.
- BBRSS is not responsible for project takeoff. Customer is responsible for ensuring equipment quoted meets project specifications.
- Professional engineering (PE) services or certification and/or any FEA analysis are not included unless specifically indicated in the quotation.
- Gate operators and barriers require contractor field assembly of components and accessories prior to use. Additionally, gate operators contain adjustable components such as limit switches, connecting and bumper rods, tensioning cables, and counterweights etc., which require contractor field adjustment. Qualified contractor personnel familiar with gate equipment and operations should perform these operations. B&B Roadway field service personnel are available to assist or perform these functions at a rate of \$1,800.00/day + travel and expenses.

Terms and Conditions of Purchase Order

(Effective January 25, 2022)

The following terms and conditions are applicable to all quotations and purchase orders and are the only terms and conditions applying to the sale of B & B Roadway and Security Solutions ("**BBRSS**") products except those that relate to prices, quantities, delivery schedules, and the description and specifications of the products. BBRSS hereby objects to and rejects any other terms and conditions appearing on, incorporated by reference in or attached to a purchase order.

1. Billing and Payment.

- Unless BBRSS otherwise agrees in writing: (a) Payment terms shall be as follows: (i) Payment terms CONUS: Net 30 days from shipment/invoice, on approved credit; OCONUS: 50% deposit, 50% due prior to shipment. Payments in USD made via bank wire. OCONUS orders paying via bank Letter of Credit will be charged a \$1,500 processing fee.

BBRSS may impose finance charges, the lower of one and one-half percent (1½%) per month or the highest rate allowed by law, on any amount past due.

- If an invoice is not paid when due, Buyer shall pay all collection costs if this account is referred outside for collection or, if suit is brought to collect this account, Buyer agrees to pay all costs and reasonable attorneys' fees, including those incurred on any appeal.
- In the event of the failure on the part of Buyer to make payments when due, the right of BBRSS to place a lien against the premises will be unimpaired. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY WAIVER OF LIEN AND/OR RELEASE OF CLAIM IS CONDITIONAL UPON THE BBRSS RECEIVING PAYMENT.

- Place of Product Delivery and Method of Tender. Delivery terms and pricing for product sales within the United States are Ex Works (Incoterms 2020) BBRSS's Warehouse, unless otherwise agreed to in writing by BBRSS. Title in, and risk of loss or damage to a product, shall pass to Buyer in accordance with the delivery terms. Buyer shall arrange for applicable insurance covering the products during transit to their destination. Where Buyer requires special delivery requirements, any special expense is to be borne by Buyer, including special handling, packaging and additional freight charges. Equipment offload and storage is Buyer's responsibility. If Buyer fails to take possession of Product upon delivery, BBRSS reserves the right to charge a commercially reasonable storage fee.

- Changes to PO. Should any change, addition, or deduction be made by Buyer, the amount due to BBRSS shall be adjusted accordingly, including all mutually agreeable labor, materials, equipment, services, overhead, profit and taxes incurred as a result of such change. The parties agree that the products are made-to-order, and may not be returned except as otherwise permitted under this Agreement." Any claim for adjustment by BBRSS hereunder must be asserted in writing within two (2) days from the date the change or termination is ordered. No change or termination shall relieve Buyer or BBRSS of any of their obligations in all remaining sections of this Agreement.

- Installation. Unless otherwise specified in writing on a quotation provided by an authorized representative of BBRSS, Buyer assumes responsibility for installation. BBRSS agrees to make installation and on-site technical support services available at BBRSS's then-prevailing rates.

- Maintenance. Buyer assumes responsibility for maintenance on the products sold to Buyer. BBRSS agrees, however, to make maintenance services available at its then-prevailing rates.

- Warranties. BBRSS warrants its equipment parts and supplies in accordance with its standard warranty policies. A written copy of these policies accompanies these terms and conditions or is available upon request. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

7. LIMITATION OF REMEDIES. BBRSS WILL NOT BE LIABLE FOR CLAIMS OR DAMAGES CAUSED BY BUYER'S FAILURE TO FULFILL ITS OBLIGATIONS HEREIN. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, BBRSS SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY WITH RESPECT TO ANY PRODUCT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR: (A) ANY CLAIMS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY ARRANGEMENT BETWEEN BUYER AND ANY THIRD PARTY, OR ANY FAILURE OF PERFORMANCE, BY A THIRD PARTY; OR (B) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF BBRSS IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
8. LIMITATION OF DAMAGES. BBRSS'S MAXIMUM LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, SHALL NOT EXCEED (i) THE CONTRACT PRICE OF THE PRODUCTS BBRSS FURNISHED; OR (ii) THE AGGREGATE OF FEES PAID TO BBRSS FOR PRODUCTS DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE MOST CURRENT EVENT GIVING RISE TO SUCH LIABILITY OCCURRED.
9. BBRSS's Remedies. Without waiving any other rights or remedies available to it under applicable law or otherwise, BBRSS may, at its option, defer shipment or deliveries hereunder or pursuant to any other contract with Buyer, until all past-due accounts of Buyer to BBRSS have been satisfied in full. Any rights or remedies herein shall be in addition to and not in lieu of any other rights or remedies BBRSS may have at law or in equity.
10. Proprietary Rights. BBRSS shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising out of or resulting from BBRSS rendering engineering services to and designing systems/products for Buyer's use. Buyer agrees not to enforce against BBRSS or customers of BBRSS any patent rights, the scope of which includes a system, process or business method utilizing products or engineering services delivered hereunder by BBRSS and which relates to an invention, improvement, enhancement or development made by or for Buyer.
11. Confidentiality. Buyer and BBRSS (as applicable, "Recipient") may receive from the other party ("Discloser") in the performance of its obligations herein certain confidential or proprietary information belonging to the Discloser ("Confidential Information"). Recipient shall treat such Confidential Information as confidential, using the same degree of care as it uses to protect its own confidential information, but no less than reasonable care. Recipient shall not disclose or otherwise use such Confidential Information, except as provided herein. Recipient may use or disclose the Confidential Information (i) as required for to fulfill its obligations herein, but only by Recipient representatives who are bound by confidentiality obligations no less stringent than this herein, and (ii) as required by a court order or other legal process. These confidentiality obligations shall survive for five (5) years after the termination of the PO. Nothing herein shall restrict any use or disclosure of a party's information that: (a) is or becomes publicly available through no fault of the other party; (b) is independently developed by the other party; or (c) Recipient receives from a third party without confidentiality obligations.
12. Delay. Delivery and implementation dates are approximate and are not guaranteed, and BBRSS shall not be liable for damages of any kind resulting from any delays in fulfillment, shipment or delivery of orders. Furthermore, BBRSS shall not be liable for any other loss, damage, cost or expense due to causes beyond its reasonable control, such as acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, pandemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.
13. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, USA, without regard to the conflicts of law's provisions. Buyer and BBRSS consent to the sole and exclusive venue and jurisdiction of the courts situated in Delaware, USA.
14. Entire Agreement. Unless otherwise agreed in a writing signed by BBRSS and Buyer, these terms constitute the entire agreement between the parties, there being no other promises, terms, conditions, or obligations referring to the subject matter contained herein. If any term or provision be determined to be invalid or unenforceable, the remainder shall not be affected thereby, and each term and provision of this contract shall continue to be valid and enforced to the full extent permitted by law. Any modifications hereto shall be in writing and signed by both parties.

End

Quoted By: _____
Jason Thorn

Accepted By: _____