BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, DECEMBER 17, 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

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. COMMISSIONER REPORTS

Commissioner Toth
Commissioner Crabill
Commissioner Minning
Commissioner Dickey
Mayor Doctor

G. APPROVAL OF MINUTES

H. CONSENT AGENDA

H.1 Ratification of Expenses to TLC Diversified, LLC for emergency repair of a ruptured wastewater force main located at 111 - 108th Ave in the Total Amount of $121,924.09.
Pay App 01F 241703 113024 TLC.pdf

H.2 Consideration of resolution 2024-12, Authorization to enter into a Special Magistrate agreement with Nasan, Yeager, Gerson, Harris and Fumero P.A.
Resolution 2024-13 Special Magistrate (BMO Review) (02786979).pdf
Written Proposal.PDF
RFP 24-015 - Special Magistrate Services.PDF
Addendum 1.PDF
Addendum 2.PDF
Special Magistrate Agreement (02592473-3).pdf

I. ITEMS OF BUSINESS

I.1 Second Reading and Final Public Hearing of Ordinance 2024-26, Amending Chapter 50 "Traffic and Vehicles" of the Code of Ordinances
Ordinance 2024-26 (chapter 50) Traffic Violations (02685329-11).docx
Business Impact of Parking.docx
Financial Analytics.pdf
Legal Ad ORD 2024-26.pdf

I.2 First Reading of Ordinance 2024-27, Amending Chapter 68
Ordinance 2024-27 (amending chapter 68 hurricane relief) Revised BMO (02780875-3).pdf
2024 1217 COTI - Business Impact Estimate Ord 2024-27.pdf

I.3 Establishment of 2025 City Commission Meeting Schedule
2025 Treasure Island City Commission Proposed Calendar.docx

J. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 10451 Gulf Blvd, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 17, 2024

SUBMITTED BY: Mike Helfrich, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

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

BACKGROUND:

On Saturday, November 9, 2024, the City was notified by the Treasure Island Police that water that appeared to be raw sewage (wastewater) was bubbling up from 108th Ave near the American Legion located at 111 - 108th Ave. The On-Call Emergency Utility personnel was informed of the wastewater leak at 1145 am. In a bit of irony, the On-Call Emergency Utility personnel was in the City to check on the lift stations that were on bypass pumping and emergency power. Within 15 minutes, the On-Call Emergency Utility personnel turned the Master Pump Station and the Pump Station #4 off, thereby stopping the wastewater leak.

POLICY/PURPOSE:

Approve the ratification of expenses to TLC Diversified, LLC emergency repair of a ruptured wastewater force main located at 111 - 108th Ave in the Total Amount of $121,924.09.

STRATEGIC PLAN RELEVANCE:

Infrastructure Road Map - Goal 1: Protect City assets to sustain the future of Treasure Island.

ANALYSIS/DISCUSSION:

On Saturday, November 9, 2024, TLC Diversified, LLC set up

Maintenance of Traffic to begin emergency repair of a ruptured wastewater force main.

Because of the emergency and the vital nature of the ruptured force main that transmits wastewater to the wastewater treatment facility, TLC was instructed to begin emergency repairs. TLC started the emergency repair operations at approximately 2pm and completed the repairs at approximately 2am on Sunday, November 10, 2024.

The cost for the emergency repairs is $121,924.09. **(See Attachment 1)**. The City Manager authorized the emergency expenditure.

Chapter 2, of the Code of Ordinances of the City of Treasure Island provides for the following:

Sec. 2-277. - Authorization of purchases; emergencies.

In case of an actual or impending emergency that requires the immediate purchase of supplies, repairs or contractual services, the city manager may, without prior city commission approval, secure, by open market procedure at the lowest obtainable price, any supplies or services not exceeding $25,000.00. A full report of the circumstances of all emergency purchases shall be filed with the city commission by the city manager at its next regular or special meeting. **In the event an emergency requires the expenditure of more than $25,000.00, the city manager may approve the purchase and shall bring the expenditure to the city commission for ratification at the next regular, special or emergency meeting of the city commission.**

FUNDING:

The Wastewater Fund contingency account will be used for this emergency repair.

MOTION:

I move that the City Commission ratify the emergency expenditure to TLC Diversified, Inc for the emergency repair of

a ruptured wastewater force main located at 111 - 108th Ave in the Total Amount of $121,924.09.

ATTACHMENTS:
Pay App 01F 241703 113024 TLC.pdf

APPLICATION AND CERTIFICATE FOR PAYMENT

To: City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706

Project: Utility Rehab & Construction Services
Treasure Island FM Emergency Repair

Application: 1F
FINAL

Period to: 11/30/2024

Contract No.: 240055-B-AS
Contract Date: 05/07/2024

PO Reference No.:

From: TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL. 34221
941-722-0621

Distribution to:
___ OWNER
___ ENGINEER
___ CONTRACTOR

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DELETIONS
Change Orders approved in previous months by Owner TOTAL		
Approved this month Number Date Approved 1 Final Adjustments		
TOTALS	$0.00	$0.00
Net Change by Change Orders		$0.00

	Total Stored Material	
1	**Original Contract Sum**	$121,924.09
2	Net Change by Change Orders	$0.00
3	**Contract Sum to Date (Line 1 + 2)**	$121,924.09
4	**Total Completed**	$121,924.09
5	**Total Stored Material**	$0.00
6	**Total Completed and Stored**	$121,924.09
7	**Retainage** 0.00% (of completed work)	$0.00
8	**Total Earned Less Retainage** (Line 6 less Line 7 Total)	$121,924.09
9	**Less Previous Certificates for Payment** (Lines 9 + 10 from prior certificate)	
10	**Current Payment Due (Line 8 less line 9)**	**$121,924.09**
11	**Balance to Finish, Plus Retainage** (Line 3 less line 8)	$0.00

CONTRACT DATA

Bids Received	04/02/2024
Notice to Proceed	05/07/2024
Days, Substant. Comp.	
Days, Final Comp.	1094
Time Extentions Allowed	
New Final Completion Date	05/06/2027
Percent Complete - $$$	100.00%
Percent Complete - Time	18.92%
Time Elapsed to Date:	207

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: TLC Diversified, Inc.

By: _____ **Date:** 11/27/2024

OWNERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on onside observations and the data comprising the above application, the Architect/Engineer certifies to the Owner that to the best of his/her knowledge, information and belief, the Work has progressed as indicated, that the quality of work is in accordance with said Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $_____

(Attach explanation if amount certified differs from that applied for)

CONSTRUCTION INSPECTOR

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Utility Rehabilitation and Construction Services

Base Work Order - TLC Diversified, Inc.

240055-B-AS

M&P = Measurement and Payment
UOM = Unit of Measurement
EA = Each
N/A = Not Applicable
TN = Ton
LB = Pound
FDOT = Florida Department of Transportation Specifications

Specs = Specifications
LF = Linear Feet
SY = Square Yard
SF = Square Foot
CY = Cubic Yard
ED = Each Day
HR = Hour

Item No.	M&P Item #	Description	UOM	Qty.	Unit Cost	Extended Cost	Previous Amount Earned	Qty this Draw	Amount this Draw	Qty to Date	Amount Earned to Date	Per Cent Comp
11		**Earthwork and related operations**										
12	1.03	Excavation of unsuitable material - haul offsite and dispose (truck measure)	CY	54	$ 50.00	$2,700.00		54.00	$2,700.00	54.0	$2,700.00	100%
15		**Asphaltic concrete surface and friction courses**										
17	1.04	1" asphalt overlay, Superpave Asphalt Base, Type B-12.5	SY	102	$ 73.00	$7,446.00		102.00	$7,446.00	102.0	$7,446.00	100%
18	1.04	Full depth asphalt, Superpave Asphalt Base, Type B-12.5	TN	23	$ 400.00	$9,200.00		23.00	$9,200.00	23.0	$9,200.00	100%
20	1.06	Crushed concrete base, 12" thick	SY	102	$ 160.00	$16,320.00		102.00	$16,320.00	102.0	$16,320.00	100%
33	1.12	Remove and dispose of existing asphalt and concrete (truck measure)	CY	18	$ 250.00	$4,500.00		18.00	$4,500.00	18.0	$4,500.00	100%
267		**Initial repair excavation, for the first 25 feet of excavation at the following pipe depths (includes mobilization)**										
283	1.27	over 8' - up to 10' depth	EA	1	$ 9,000.00	$9,000.00		1.00	$9,000.00	1.0	$9,000.00	100%
301		**Dewatering**										
305	1.31	Well point pump - Initial, 8' - 10' depth (up to 12 well points)	EA	1	$ 4,500.00	$4,500.00		1.00	$4,500.00	1.0	$4,500.00	100%
319		**Bypass pumping of sewers, equipment set up and operation (backup pumps are paid for separately as additional pumps) Fuel included for bypass pumps**										
320	1.32	Bypass pump 3" discharge (Double -D)	EA	1	$ 1,500.00	$1,500.00		1.00	$1,500.00	1.0	$1,500.00	100%
325	1.32	Operation of bypass pumping	ED	1	$ 3,000.00	$3,000.00		1.00	$3,000.00	1.0	$3,000.00	100%
515		**Miscellaneous**										
516	1.47	Emergency work premium	HR	1	$ 10,000.00	$10,000.00		1.00	$10,000.00	1.0	$10,000.00	100%
		Out of Scope Items										
	1	18" SS Ramp-a-round Repair Clamp	EA	1	$ 2,036.94	$2,036.94		1.00	$2,036.94	1.0	$2,036.94	100%
	2	Pickup and Delivery of Repair Clamp Saturday Night	LS	1	$ 400.00	$400.00		1.00	$400.00	1.0	$400.00	100%
	3	Installation of Repair Clamp	LS	1	$ 10,000.00	$10,000.00		1.00	$10,000.00	1.0	$10,000.00	100%
	4	Pump Trucks to Maintain Sewage Flow Seminole Septic	LS	1	$ 4,552.10	$4,552.10		1.00	$4,552.10	1.0	$4,552.10	100%
	5	Pump Trucks to Maintain Sewage Flow FCS Septic	LS	1	$ 11,843.56	$11,843.56		1.00	$11,843.56	1.0	$11,843.56	100%
	6	Pump Trucks to Maintain Sewage Flow Ace Septic	LS	1	$ 15,363.74	$15,363.74		1.00	$15,363.74	1.0	$15,363.74	100%
	7	Supervising Pump Trucks	LS	1	$ 1,200.00	$1,200.00		1.00	$1,200.00	1.0	$1,200.00	100%
	8	PM On Site Saturday thru Sunday	Hr	14.5	$ 247.50	$3,588.75		14.50	$3,588.75	14.5	$3,588.75	100%
	9	Clean up of sewage overflow	LS	1	$ 3,048.00	$3,048.00		1.00	$3,048.00	1.0	$3,048.00	100%
	10	Excavator After Hours Delivery	LS	1	$ 920.00	$920.00		1.00	$920.00	1.0	$920.00	100%
	11	Lights After Hours Delivery	LS	1	$ 805.00	$805.00		1.00	$805.00	1.0	$805.00	100%

Utility Rehabilitation and Construction Services

Base Work Order - TLC Diversified, Inc.

240055-B-AS

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Item No.	M&P Item #	Description	UOM	Qty.	Unit Cost	Extended Cost	Previous Amount Earned	Qty this Draw	Amount this Draw	Qty to Date	Amount Earned to Date	Per Cent Comp
	Total Contract Amounts					$121,924.09		Earned	$121,924.09		$121,924.09	
	Additional Work; Approved by Owner											
	Totals ORIGINAL CONTRACT & ADD'L WORK						Earned this Period		$121,924.09		$121,924.09	
							Add new Material Stored					
							Less Stored Material Installed					
							Less Retention					
							Invoice Amount		**$121,924.09**		**$121,924.09**	

PAY APPLICATION SCHEDULE OF STORED MATERIALS

Utility Rehab & Construction Services

City of Treasure Island

Pay Request #: **1F**

ITEM NO.	DESCRIPTION OF MATERIALS	SUPPLIER	INVOICE NO.	PREVIOUSLY RECEIVED	RECEIVED THIS PERIOD	PREVIOUSLY INSTALLED	INSTALLED THIS PERIOD	BALANCE TO INSTALL
A	B	C	D	E	F	G	H	I
	TOTAL							

AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 17, 2024
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Consideration of resolution 2024-12, Authorization to enter into a Special Magistrate agreement with Nasan, Yeager, Gerson, Harris and Fumero P.A.
BACKGROUND:	Section 2-137 of the Treasure Island Code of Ordinances provides for a Special Magistrate, in addition to the code enforcement board, to oversee code enforcement proceedings. The previous Special Magistrate retired in June, the City sent out a Request for Proposal (RFP) for Special Magistrate services and subsequently received the proposal from Nason, Yeager, Gerson, Harris and Fumero, P.A.
POLICY/PURPOSE:	To enter into a three-year agreement with Nasan, Yeager, Gerson, Harris and Fumero P.A. for special magistrate services.
STRATEGIC PLAN RELEVANCE:	Goal 1: Develop, support, and retain a diverse workforce to serve the needs of the community
ANALYSIS/DISCUSSION:	The City utilizes the code enforcement board to enforce the codes of the City. For routine code cases, the code enforcement board is extremely effective in their capacity. More complex coder enforcement cases are generally heard by the Special Magistrate. This process has been supported by the code enforcement board. The City issued an RFP (#24-015) for Special Magistrate Services and received one submission. The RFP evaluation team, consisting of staff and the City Attorney evaluated the proposal and recommended Nasan, Yeager, Gerson, Harris and Fumero P.A. for Special Magistrate services.

FUNDING:	The code enforcement budget for FY 2025 provides the contractual services of a Special Magistrate in account 001-5242-31200 in the amount of $40,000.
MOTION:	I move to authorize the City Manager to enter into a three-year contract with Nasan, Yeager, Gerson, Harris and Fumero P.A. for Special Magistrate services.

ATTACHMENTS:
Resolution 2024-13 Special Magistrate (BMO Review) (02786979).pdf
Written Proposal.PDF
RFP 24-015 - Special Magistrate Services.PDF
Addendum 1.PDF
Addendum 2.PDF
Special Magistrate Agreement (02592473-3).pdf

RESOLUTION NO. 2024-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT FOR A PERIOD OF THREE YEARS WITH NASAN, YEAGER, GERSON, HARRIS AND FUMERO P.A.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-137 provides for a Special Magistrate, in addition to the code enforcement board, to oversee code enforcement proceedings; and

WHEREAS, the City went out for a Request for Proposal ("RFP") for Special Magistrate services (RFP # 24-015) and received one submission; and

WHEREAS, the RFP evaluation team, consisting of staff and the City Attorney evaluated the proposal and recommended Nasan, Yeager, Gerson, Harris and Fumero P.A. for Special Magistrate services; and

WHEREAS, Nasan, Yeager, Gerson, Harris and Fumero P.A. provided a proposal dated October 3, 2024, for an initial 3-year term in providing Special Magistrate services and provided rates of $195.00 per hour for the attorneys and $70.00 per hour for the paralegals throughout the entire 3-year period; and

WHEREAS, the Treasure Island City Commission, after due consideration, has determined that entering into an agreement with Nasan, Yeager, Gerson, Harris and Fumero P.A. is in the best interest of the City of Treasure Island.

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

Section 1. The City Commission authorizes the City Manager to execute the attached Special Magistrate contract for a period of three years with Nasan, Yeager, Gerson, Harris and Fumero P.A. at $195.00 per hour for the attorneys and $70.00 per hour for the paralegals.

Section 2. This resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 17th day of December, 2024 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

ATTEST:

_____
John Doctor, Mayor

_____
Celine Kidwell, City Clerk

SUSAN ROEDER
MARTIN

E-MAIL ADDRESS:
smartin@nasonyeager.com

CELL:
(561) 312-4280

FAX NUMBER:
(561) 982-7116

October 3, 2024

City of Treasure Island
City Hall
10451 Gulf Boulevard
Treasure Island, Florida 33706

Re: Request for Proposal for Special Magistrate Services for Code Enforcement, No: 24-015

Dear Purchasing Coordinator:

On behalf of Nason, Yeager, Gerson, Harris & Fumero, P.A. ("Nason Yeager"), I am pleased to submit a proposal to serve as Special Magistrate.

My office is in St. Petersburg, and I reside in North Redington Beach. Nason Yeager is a multi-service law firm with over 85 employees, founded in 1960, with offices in St. Petersburg, Palm Beach Gardens, Boca Raton, and Ft. Lauderdale, which among other things, specializes in the representation of governmental entities.

I practiced law since 1983 in the areas of administrative, governmental, environmental, and real estate law. I was the former lead environmental resource counsel for the South Florida Water Management District. I am very experienced in dealing with violations of rules, compliance assistance, and enforcement. I drafted consent agreements, compliance orders, and enforcement orders. I am familiar with penalty and cost assessments. I have a great deal of experience in drafting final orders with findings of fact and conclusions of law.

I am Board Certified in State and Federal Government Administrative Practice. I am AV rated my Martindale Hubbell, which the highest rating a lawyer can achieve. I am a Leadership in Environmental and Energy Design ("LEED") accredited professional, through the U.S. Green Building Counsel.

I am also a Florida Supreme Court certified mediator.

Because of my background, I believe I am uniquely qualified to serve as a Special Magistrate for the City of Treasure Island.

Sincerely,

Susan Roeder Martin

Susan Roeder Martin, Esq.

1. Qualifications and Experience of the Firm and Susan Martin

Nason, Yeager, Gerson, Harris & Fumero, P.A. ("Nason Yeager" or "Firm") is one of the oldest Florida-based law firms in the State. The Firm provides strategic legal counsel and representation to a wide array of public and private sector clients throughout the State of Florida. Since its founding in 1960, Nason Yeager has been dedicated to excellence. With 44 lawyers, Nason Yeager is a multi-service law firm recognized by Martindale-Hubbell with an AV rating, the highest quality rating conferred by this nationally recognized agency, and has also been recognized as one of the Top Law Firms in the United States. Our firm has four offices in Florida, the most recently opened office is in the Tampa/St Petersburg area.

Our attorneys have a proven track record of results-driven work. Throughout its history, the Firm has served a diverse client base, with a Florida focus, utilizing innovative strategies to achieve efficient and effective solutions, including providing strategic legal counsel and representation to a wide array of local government clients. The Firm's attorneys responding to this Request for Proposal specialize in local government law and are currently licensed to practice law in Florida and are in good standing with the Florida Bar.

Nason Yeager's attorney has significant local government law experience consisting of the following specific areas:

- City, County, and Local Government Law
- Land Use, Planning & Zoning
- Sunshine Law, Ethics, and Public Records
- Municipal Ordinance & Code Drafting
- Legislation and Policy Drafting
- Lobbying at State and Local Levels
- Development, Permitting and Strategic Planning
- Federal & State Civil & Administrative Litigation
- Code Enforcement
- Public-Private Partnerships
- Public Works Projects
- Procurement
- Environmental Law
- Employment Law
- FEMA Law
- Risk Management
- Dispute Resolution and Litigation

Ms. Susan Martin has over 30 years of experience and has an excellent record of performance for clients. Mrs. Martin is noted for her "can do" approach to tackling and solving problems. Past and present governmental clients have stated they appreciate this mindset of facilitating ways to achieve their goals. Mrs. Martin understands the requirements and limits of the laws impacting local governments and has helped craft effective solutions to complex problems.

Ms. Martin has significant experience in compliance and enforcement including writing final orders after evidentiary hearings. These orders included findings of fact and conclusions of law.

Ms. Martin is familiar with public records laws and sunshine laws. In fact, she even taught the annual course on these subjects given by the Treasure Coast League of Cities for local government officials.

2. Location and Responsiveness

Ms. Martin resides in North Redington Beach. The firm's St. Petersburg, Palm Beach, office is located at First Central Tower, 360 Central Avenue, Suite 800, St. Petersburg, Florida 33701. The firm also has offices in Palm Beach Gardens, Boca Raton, and Ft. Lauderdale.

3. References and/or Recommendations

Karen West, Former Gen Counsel for Southwest Florida Water Management District
(a): 603 Carlisle Dr., Lutz, FL 33548-4267
(p): 813-505-4099
(e): keboland1@gmail.com

Jennifer Brown, Attorney for Broward County
(a): 115 S Andrews Ave., Ste. 423, Ft. Lauderdale, FL 33301-1826
(p): 954-357-7118
(e): jennbrown@broward.org

Brendan Mackesey, Attorney for Pinellas County
(a): 315 Court St Fl 6, Clearwater, FL 33756
(p): 727-464-3354
(e): bmackesey@pinellas.gov

4. Key Personnel, Functions, Primary Contact

Susan Roeder Martin (Admitted 1983)
Biographical Sketch

Susan is a shareholder with Nason Yeager Gerson Harris and Fumero. She has practiced law for 40 years, focusing on a supporting a wide range of governmental issues including enforcement, compliances, order writing, administrative, environmental, property disputes, commercial disputes, administrative challenges, resiliency, water quality, litigation, mediation, congressional lobbying, and appeals.

Formerly, she worked as a Practice Expert Attorney with the South Florida Water Management District and earlier worked as a corporate attorney and Congressional Lobbyist with Florida Power and Light Company.

Ms. Martin has significant experience in compliance and enforcement including writing final orders after evidentiary hearings. These orders included findings of fact and conclusions of law.

Ms. Martin is familiar with public records laws and sunshine laws. In fact, she even taught the annual course on these subjects given by the Treasure Coast League of Cities for local government officials.

Certifications and Other Notable Accomplishments

- **Board certified** in State and Federal Government and Administrative Practice by the Florida Bar
- AV Preeminent rated by Martindale-Hubbell.
- Supreme Court Certified Mediator
- LEED Accredited Professional by the U.S. Green Building Counsel.
- Past Chair of the Environmental and Land Use Law Section of the Florida Bar (ELULS)
- Editor of the ELULS column in the Florida Bar Journal.
- Frequent conference speaker
- Author, with 6 articles in the Florida Bar Journal and 6 treatises in the ELULS Treatise.
- Founder of the Florida Bar Resiliency Committee and formerly its chair.
- Director on the statewide board for the Florida Association of Environmental Professionals.

Education

Juris Doctor (JD), University of Florida, Gainesville, FL
Bachelor of Science in Business (BA), Florida Atlantic University, Boca Raton, FL

See resume on the following page.

Susan Roeder Martin
smartin@nasonyeager.com

CAREER SUMMARY

Board certified attorney with 40 years expertise in environmental, regulatory, administrative law and general
practice with a private firm, government agency and Florida Power and Light Company.

NASON YEAGER GERSON HARRIS AND FUMERO 2020-present

SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) 1994-2020

FLORIDA POWER & LIGHT COMPANY (FPL) 1984-1993
Attorney and Congressional Lobbyist

EXPERTISE

* 26 years of experience providing legal services to a governing board and agency staff
* 26 years of experience in enforcement and compliance
* Final order drafting
* Consent agreement drafting
* Drafting rules, policy and guidance documents, including those pertaining to enforcement and compliance
* Contract drafting and negotiation
* Lobbying at the state, federal and local levels
* Real property document drafting and negotiation
* Public records and ethics
* Administrative and civil litigation
* Appeals
* Mediation and Dispute Resolution, Florida Supreme Court Certified Mediator

RESILIENCY

* Founded the Florida Bar Resiliency Committee
* Chair of the Florida Bar Resiliency Committee, 2020-2021
* Lead Lawyer for Resiliency at SFWMD

BAR MEMBERSHIPS

* Florida Bar Member since 1983
* United States District Court, middle district of Florida since 2023
* United States District Court, S.D. since 1998
* United States Court of Appeals for the 11th Circuit since 1985

CERTIFICATIONS, ACCREDIATIONS AND MEMBERSHIPS

* Florida Bar Board certified specialist
* Supreme Court certified mediator
* LEED accredited professional

* AV rated by Martindale Hubbell and Florida Trend Legal Elite
* Leadership in Energy and Environmental Design (LEED) Accredited Professional
* Chair of the Environmental and Land Use Law Section, 2021-2022
* Executive Board Member, Statewide Florida Association of Environmental Professionals

EDUCATION

Juris Doctorate, with honors, University of Florida 1983
Bachelor in Business, Florida Atlantic University 1980, class rank number 2

CITY OF TREASURE ISLAND

REQUEST FOR PROPOSAL NO. 24-015

SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT

ISSUED August 28, 2024

RESPONSES DUE SEPTEMBER 19, 2024 BY 2 PM

THE CITY OF TREASURE ISLAND, FLORIDA

Request for Proposal
NO: 24-015

SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT

Sealed Proposals may be hand-delivered or mailed to City of Treasure Island City Hall, 10451 Gulf Blvd., Treasure Island, FL 33706 to the attention of the Purchasing Coordinator, or submitted online suing DemandStar. All Proposals, All Proposals, **one (1) with original signature, and one (1) additional digital (PDF) version of the original** must be received **no later than September 19, 2024 at 2:00 PM**. All Proposals must be submitted on the City's official Proposal Form. **All envelopes must be clearly marked "Special Magistrate Services for Code Enforcement,"**

Immediately thereafter, at the City of Treasure Island City Hall, located at 10451 Gulf Blvd. Treasure Island, FL and immediately following the deadline for receipt of the Proposals, those Proposals received will be publicly opened and read aloud. Any Proposals received after the specified date and time will not be considered. Persons with disabilities requiring reasonable accommodations to participate in this proceeding/event should call (727) 547-4575, no later than seven (7) days prior to the proceeding.

Any questions should be addressed to Michael Munger at mmunger@mytreasureisland.org by **September 11, 2024 at 5:00 PM**. All questions will be answered and posted on the City's website by **September 13, 2024 by 5:00 PM.**

Complete specifications and any additional information may be obtained from the City of Treasure Island website at www.mytreasureisland.org or from DemandStar.

SECTION I
OBJECTIVES

The City of Treasure Island is seeking proposals for contracted Code Enforcement Special Magistrate Services. It is the intent of the City of Treasure Island to promote, protect and improve the health, safety and welfare of its citizens by appointing a Code Enforcement Special Magistrate with the authority to affirm or overturn administrative fines and other non-criminal penalties pursuant to civil citations issued by law enforcements and/or code enforcement officers and/or the building official in order to provide an equitable, expeditious, effective and inexpensive method of enforcing the codes and ordinances of the City.

SECTION II
SCOPE OF WORK

Services will include the following to the extent approved by the City Commission. The scope of work to be performed by the awarded firm/individual may consist of, but is not limited to the work described in Exhibit D. following:

- The special magistrate shall conduct hearings relating to violation of the Code of Ordinances and Land Development Regulation including but not limited to violations of the business tax receipt regulations, fire, building, zoning, sign and other related codes in force in the City of Treasure Island. It is not the function of the special magistrate to initiate enforcement proceedings or to inspect for code violations.

- The special magistrate shall sit as an impartial hearing officer to determine, based on evidence presented during the hearing, if a violation exists.

- The special magistrate shall serve at the pleasure of the City Commission and shall not be deemed a City employee.

- The special magistrate will review and understand all relevant codes, ordinances and Florida Statutes relative to the service provided.

- The City shall provide such clerical, administrative personnel and legal services deemed reasonably necessary to support the special magistrate's activities and assist in the proper performance of duties. The special magistrate shall not be authorized to engage, hire, or use any person, except those provided by the City to assist in the performance of duties.

- The special magistrate shall have the jurisdiction and authority to affirm or modify any penalties imposed by the issuance of a civil citation pursuant to Section 1-15 "General penalty; continuing violations" of the City Code of Ordinances.

- The special magistrate has the jurisdiction and authority to determine the amount reasonable expenses incurred by the City as a result of orders issued pursuant to the authority granted.

- The jurisdiction of the special magistrate is not exclusive. An alleged violation of a code provision may be pursued by appropriate remedy in court at the option of the City and nothing shall prevent the City from taking such other lawful action, including but not limited to resorting to equitable action, as is necessary to enforce the provisions of respective City codes or ordinances.

- All hearings before the special magistrate shall be conducted so as to ensure fundamental due process.

- The special magistrate shall take testimony from any witness having knowledge concerning a hearing on a case. All testimony shall be under oath. The special magistrate shall have the power to administer an oath to any witness.

- As soon as practicable after the conclusion of the hearing, the special magistrate shall issue findings of fact based on evidence of record, and conclusions of law, and shall issue a written order affording the proper relief consistent with powers granted within City code and consistent with Chapter 162, Florida Statutes, no later than 5 working days after the hearing.

- The special magistrate shall be bound by the interpretations and decisions of duly authorized boards of the City concerning the provisions of the codes, ordinances and regulations within their respective jurisdictions.

- All other relevant assignments relating to code enforcement special magistrate services, as requested.

- All hearings shall be held in a designated City facility accessible to the general public during normal business hours of 8 a.m. through 4:30 p.m., Monday through Friday. Generally, Code Enforcement matters are held monthly on the third Wednesday of the month; however, it is anticipated that the Special Magistrate will be needed no more frequent than once a month and possible only once or twice a year. No work is guaranteed under the Contract.

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SECTION III
MINIMUM QUALIFICATIONS

- The special magistrate shall be licensed to practice law in the state of Florida for a minimum of 5 years.

- Be a member of the Florida Bar in good standing who possesses an outstanding reputation for civic pride, interest, responsibility, and business or professional ability.

- A minimum of five (5) years prior legal experience, preferably experience in government law, quasi-judicial proceedings, criminal law and/or administrative law. Florida Bar Certification in City, County & Local Government is desirable, but more important is experience as a Special Magistrate.

- Respondent must have good writing and presentation skills.

- Respondent shall be required to maintain records in accordance with local, State, and Federal Public Records Retention Requirements.

The Special Magistrate, whether an individual or a law firm, will not be permitted to represent any client before the City Council or any committee, department or agency of the City, and will agree not to undertake any other private representation which might create a conflict of interest with the City. The Special Magistrate may not represent any city council member, individually, or, any member of their family or any business in which the city council member or their family has an interest.

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SECTION IV
GENERAL INSTRUCTIONS

Bid Format

All Bids must be typewritten. Legibility, clarity, and completeness are essential. The bid must be signed by individual(s) legally authorized to bind the Contractor.

OPTION 1

One (1) original version of all bid documents with signature and one (1) digital (PDF) version of the original are to be submitted in a sealed envelope to:

Purchasing Coordinator
City of *Treasure Island*
10451 Gulf Blvd.
Treasure Island, FL 33706

To prevent opening by unauthorized individuals, your bid should be identified as follows:

THE CITY OF TREASURE ISLAND, FLORIDA
Special Magistrate Services for Code Enforcement

ITB No. 23-015

Name of Contractor: _____

Point of Contact: _____

_____

OPTION 2

Bidders may also submit **all** required documents via DemandStar and forgo the delivery or shipping of an original hard copy. This is a voluntary option being made available to all bidders. Bidders must either submit everything via Option 1 **or** Option 2. Bids submitted using both options, risk being deemed non-compliant.

Additional Information and Specification Changes

Request for additional information and questions should be addressed to Michael Munger, Finance Director / Purchasing Coordinator, by email at mmunger@mytreasureisland.org. Questions and requests for additional information must be submitted by e-mail by the date indicated. Only written interpretations or answers made to any bidder as to the meaning or specifications of the scope of this ITB will be binding. It is the further responsibility of each Bidder to determine whether any addenda have been issued to this ITB and to incorporate any such addenda into the submission of qualifications.

SECTION V
PROPOSAL FORMAT & EVALUATION CRITERIA

In addition to completing the required forms within this quote, the city requests that each bidder submit a statement of qualification / letter of interest tailored to the needs and issues facing the City of Treasure Island. This letter should be on company letterhead, between 1-3 pages in length, and explain your firm's qualifications to provide this service to the city.

Additionally, the city requests that each bidder provide a current rate sheet for the firm's positions/titles that may perform work under this agreement. The rates submitted will be effective on the due date of this quote request until 12 months from that date. Annually, the parties agree to update rates at the contractor's request and the city's acceptance. Such requests should be made to the city no less than 30 days prior to the current rate expiration. If a rate adjustment is not requested 30 days prior to the contract anniversary date, the existing rates will remain in effect for the renewal term.

Finally, the city reserves the right to request a meeting with respondents to answer any questions the city may have about a proposal. Such meetings will be evaluated by the same criteria provided within this solicitation.

Evaluation Components	**Component Criteria**	**%**
Firm Experience	At least 5 years' experience in the practice of law, specifically government law, quasi- judicial proceedings, criminal law and/or administrative law. Knowledge and experience in the areas outlined in the Scope of Services.	40%
Proposed Compensation	Hourly rates for all attorneys that will serve as special magistrate along with travel and other expenses. **PLEASE PROVIDE CURRENT RATE SHEET AS PART OF YOUR SUBMISSION; THESE RATES WILL BE IN EFFECT FOR THE INITIAL TERM OF THE AGREEMENT**	45%
Location and Responsiveness	1) Location of the proposed Special Magistrate. 2) Projected response time request for special magistrate services.	15%
	MAXIMUM TOTAL	**100%**

SECTION VI
PROPOSAL FORMS

PROPOSAL SHEET

QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

SUBMITTED TO: City of Treasure Island

SUBMITTED FOR: SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT

PROPOSERS CONTACT INFORMATION:

Contact Person: _____

Title: _____

Phone: _____

Email: _____

AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

TYPE OF ORGANIZATION: *(select one)*

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of _____

Organization:

PARTNERSHIP

Date of Organization: _____

Type of Partnership (General or Limited): _____

Name and Address of Each Partner: _____

_____

CORPORATION

State of Incorporation: _____

Date of Incorporation: _____

Executive Officers:

Chief Executive _____

Officer:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner
- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner
- Name: _____

- Address: _____

_____

Joint Venture Managing Partner
- Name: _____

- Address: _____

_____

PROPOSERS GENERAL INFORMATION

Type of License: _____

License Number: _____

Years of Business under License Number: _____

If nonresident, proof of authority to do business in the State of Florida. Attach with form submission.
Primary type of work your company performs: _____

Number of people permanently employed: _____

Is this organization an equal employment opportunity employer? _____

Does this organization have a written drug and alcohol policy? _____

Does this organization have a Drug-Free Workplace program pursuant to Section 287.087, Florida Statutes? YES ☐ NO ☐
If yes, include Attachment in this Section. (Note, for this RFP the City will require the chosen vendor to have a compliant Drug-Free Workplace program.)

1. PROPOSERS BUSINESS REFERENCES

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

2. CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

Has firm listed in Section 1 ever failed to complete a contract awarded to it?

☐ YES ☐ NO

If YES, list below or as an attachment and state why. Include Project's contact information.

_____

_____

_____

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

GENERAL and SPECIAL CONDITIONS ACKNOWLEDGMENT

COMPANY _____

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

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

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

_____
COMPANY NAME

_____ _____
NAME (PRINT) TITLE

_____ _____
SIGNATURE DATE

DRUG-FREE WORK PLACE CERTIFICATE

The chosen vendor **must** have in place a Drug-Free Work Place Program, pursuant to Section 287.087, of the Florida Statutes. In order to have a Drug-Free Work Place Program, a business must:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the work place, the company's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under the proposal a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

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

_____ _____

Signature **Date**

_____

Printed Name

SECTION IV
GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Proposal Withdrawals. A Proposal may be withdrawn by an appropriate

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

10. **Selection of Proposal.** Prior to contract award, any Proposer may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Proposal and any proposed subcontractors, suppliers and individuals, or entities to perform the Work in accordance with the Contract Documents. In evaluating whether a Proposer is responsible, the City will consider the qualifications of the Proposer and may consider the qualifications and experience suppliers proposed for those portions of the Work for which the identify suppliers must be submitted as provided in the Proposal Documents. The City will also consider whether the Proposer is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City, at its sole discretion, may select the Proposer that it believes is appropriately qualified, responsible, and responsive.

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

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

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

14. **Identical Tie Proposals.** In the event that two or more Proposals are identical in price, quality, and service, preference will be given to businesses with a compliant Pollution Legal/Environmental Legal Liability policy. Established procedures for processing tie Proposals will be followed in the event that none of the tied

Proposers have said policy.

15. **Protests.** Proposers who do not agree with the City's recommendation for award will be afforded the opportunity to protest the recommendation by submitting written notice to the contracting department head. Such notice will be given to the Purchasing Coordinator Michael Munger within five (5) working days after notice of award. The protest must state the grounds for the protest and the action requested. Proposals not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The petitioner will be furnished a copy of the written determination and recommendation.

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

Lobbying of evaluation committee members, city government employees, or elected officials regarding request for proposals, request for qualifications, invitations to bid, purchasing contracts, or bid protests, by the Proposer/protestor any member of the Proposer's/protestor's staff, any agent or representative of the Proposer/protestor, or any person employed by any legal entity affiliated with or representing a Proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the City Commission, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a Proposer/protestor will result in the disqualification or rejection of the Proposal, quotation, statement of qualification, Proposal or contract, and may lead to debarment of the Proposer or Proposer/protestor.

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

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

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

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

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

20. Required Disclosure. With its Proposal submission the Proposer must disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) Proposer, (ii) any business entity related to or affiliated with Proposer, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Proposer or of any such related or affiliated entity. This disclosure will not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent or less of the outstanding shares of a Proposer whose stock is publicly owned and traded.

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

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

(a) A person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

(b) A person or affiliate who has been placed on the discriminatory vendor list, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the discriminatory vendor list.

22. **Tax.** The City of Treasure Island is exempt from all State and local sales tax.

23. **Payment of Invoices.** The City of Treasure Island issues checks for payment of invoices biweekly. The signed purchase order and a correct invoice must have been received before payment can be made. All purchases are subject to availability of funds in the City's budget (see paragraph 24.).

24. **Appropriations Clause.** By submitting a Proposal, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations

in any way related to the contract.

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

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

27. Permits and Taxes. The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Where applicable, the City of Treasure Island will waive the fees related to city-issues permits.

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

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

30. Utilities. The City of Treasure Island will not provide utilities such as water, electricity or refuse pickup unless noted in Proposal documents.

31. Termination. A contract may be terminated in whole or in part by the City at

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

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

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

33. Insurance Requirements.

A. **The CONTRACTOR is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the CITY accepts that the CONTRACTOR has satisfactorily completed all work required under the Contract; and cause SUBCONTRACTOR(S), if utilized, to acquire and maintain the same.**

1. The CONTRACTOR, if selected, will provide the CITY with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement prior to the start of any work under this Agreement. In addition, the CONTRACTOR will provide to the CITY, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the CITY whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Treasure Island
Attention: Recreation Department
10451 Gulf Blvd.
Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both CONTRACTOR and SUBCONTRACTOR(S) shall be endorsed to include The City of Treasure Island as an Additional Insured.

3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFP and is signing the Agreement with the CITY.

4. CONTRACTOR shall notify the CITY within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by CONTRACTOR from its insurer.

B. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the CONTRACTOR unless excused from compliance in writing by the Authority. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.
Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1. Workers' Compensation: Florida Statutory Requirements
   Employer's Liability: $1,000,000 Each Employee
   $1,000,000 Each Employee Disease
   $1,000,000 Aggregate Disease

2. Commercial General Liability Insurance: The CONTRACTOR shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the CITY. Policy shall not contain an Explosion, Collapse, or Underground (X, C, U) exclusion.
   $1,000,000 Per Occurrence
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal/Advertising Injury
   $2,000,000 General Aggregate

3. Business Automobile Liability Insurance: The CONTRACTOR shall provide coverage for all owned, hired, and non-owned vehicles.
   $1,000,000 Combined Single Limit Per Accident

4. Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for three (3) years after completion of contract or "tail coverage" must be purchased. Coverage should include:

   a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;

b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

c. Cost of Cleanup/Remediation.

$1,000,000 Each Occurrence or Claim
$2,000,000 General Aggregate

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

OR umbrella coverage sufficient to provide the same protections at the following limits

$1,000,000 Each Occurrence or Claim
$5,000,000 General Aggregate

5. Property Insurance: CONTRACTOR will be responsible for all damage to its own property, equipment, and/or materials.

C. These insurance requirements shall not limit the liability of the CONTRACTOR and/or SUBCONTRACTOR(S).

D. All policies shall be written on a primary, non-contributory basis.

E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the CITY.

F. Companies issuing the insurance policy, or policies, shall have no recourse against the CITY for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the CONTRACTOR.

G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A-VII or better.

H. Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the CONTRACTOR'S obligation to fulfill the insurance requirements specified in this Agreement.

J. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

K. No Waiver

Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR or its SUBCONTRACTORS will relieve the CONTRACTOR or SUBCONTRACTOR from responsibility to prove insurance as required.

L. Indemnification Requirements

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

34. No Consideration of Contractor's Social, Political or Ideological Interests. Pursuant to section 287.05701, Florida Statutes, as may be amended, the City may not request documentation of or consider any of Contractor's social, political, or ideological interests when determining if Contractor is a responsible Contractor, nor may the City give preference to any Contractor based on Contractor's social, political, or ideological beliefs.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED TO THIS AGREEMENT WHICH VARY FROM THESE GENERAL CONDITIONS WILL HAVE PRECEDENCE

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

Signature:_____Date:_____

Printed Name:_____

Exhibit A: Rate Sheet

The submitted and city-accepted rates sheet from the awarded bidder will be included into the agreement as Exhibit A.

RFP | 24-015
Special Magistrate Services for Code Enforcement

Addendum No. 1 – 29 August 2024

Question/Issue 1:
Typo/error in Sec. II – Scope of Work

Response:
The first paragraph on pg. 3 under Sec. II – Scope of Work should read as follows:

"Services will include the following to the extent approved by the City Commission. The scope of work to be performed by the awarded firm/individual may consist of, but is not limited to the work described below ~~in Exhibit D. following~~:"

co: M. Munger

RFP | 24-015
Special Magistrate Services for Code Enforcement

Addendum No. 2 – 19 September 2024

Question/Issue 1:
Due date extension

Response:
In order to provide additional time for vendors to respond to the bid, this bid will be extended for two (2) weeks and will now close Thursday, October 3, 2024.

co: M. Munger

AGREEMENT FOR SPECIAL MAGISTRATE SERVICES

This AGREEMENT FOR SPECIAL MAGISTRATE SERVICES ("**Agreement**"), by and between the City of Treasure Island, Florida, a municipal corporation of the State of Florida with an address of 120 108th Avenue, Treasure Island, FL 33706 (the "**City**") and Nason, Yeager, Gerson, Harris & Fumero, P.A., a Florida professional association with a principal address of 360 Central Avenue, Suite 800 St. Petersburg, FL 33701, FL 33602 (the "**Contractor**")(collectively, the "**Parties**"), is made and entered into on the ____ day of _____, 2024 (the **"Effective Date**"**).**

WHEREAS, the City Commission of the City has determined that there exists the need for special magistrate services for Code Enforcement; and

WHEREAS, the City released a request for production for special magistrate services, the Contractor responded, and City desires to award the contract to the Contractor; and

WHEREAS, the Parties desire to enter into this Agreement for Contractor to continue providing special magistrate services to the City.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by this Agreement, the Parties agree as follows:

1. **Recitals**. The Recitals set forth above are true and correct and are incorporated in this Agreement.

2. **Scope of Services**. The Parties agree that the Contractor will provide special magistrate services to the City in accordance with chapter 2, article III, of the Code of Ordinances of the City of Treasure Island, Florida, all other applicable provisions of the City's codes, and chapter 162, Florida Statutes. Susan Roeder Martin of Contractor shall serve as the City's special magistrate in providing these services. The Scope of Services are listed below and included in Exhibit A of this Agreement. Any other member of Contractor may be assigned to serve as special magistrate upon written approval of the City Manager. Any member of Contractor assigned to serve as special magistrate shall maintain the minimum qualifications and licensure described in this Agreement. These services shall include the following:

    a. Establishing procedures for the presentation of cases and establishment of fines;
    b. Conducting quasi-judicial hearings and issuing orders relating to the enforcement of all City of Treasure Island codes. Such hearings may be held monthly, dependent on City's caseload. Written orders must be provided to the City within seven (7) business days of a hearing, unless otherwise agreed to by the City and alleged violator;
    c. The City's Commission shall determine the type and manner of cases heard by the special magistrate; and
    d. The special magistrate shall perform additional duties as a hearing officer conducting quasi-judicial hearings on other matters concerning the City's codes, as determined by the City's Commission.

3. **Term**. The term of this Agreement shall become effective on the Effective Date and shall continue for an initial term of three (3) years ("**Initial Term**"). The Parties may extend the Agreement for two (2) additional two (2) year terms (each a "**Renewal Term**") by mutual written agreement.

4. **Payment and Fees**.

a. The Contractor shall provide the services described in this Agreement at the following hourly rate is $195/hour for attorneys and $70 per hour for paralegals. These rates shall remain in place for the Initial Term.

b. Legal research will be billed at cost per hour, postage and overnight delivery at actual out of pocket costs. Contractor shall do all the work and furnish all of the materials and labor necessary to carry out this Agreement in the manner and to the full extent as set forth in this Agreement. The City shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Agreement. Contract will not charge the City fees or costs for travel.

c. The Contractor shall submit invoices once each month to the City of Treasure Island for services performed and including the expenses and other charges accounted for under this Agreement during the month immediately preceding said invoice. Payment as prescribed in this section for services rendered by the Contractor during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, et. seq., Florida Statutes.

d. Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his/her designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

e. The Contractor shall pay all sales, employment and other applicable taxes that arise or may arise from the services to be performed under this Agreement.

5. **Standard of Care**.

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

b. Any member of Contractor assigned to serve as special magistrate shall maintain the following minimum qualifications and licensure:

i. Be an active member in good standing of the Florida Bar;

ii. Shall not be an employee of the City of Treasure Island or hold any office with the City of Treasure Island, nor hold any other elective or appointive office in the county or state including serving as special magistrate; and

iii. Shall comply with the Code of Ethics of the state of Florida and the Florida Bar Rules of Professional Conduct.

iv. Shall not to serve as a Special Magistrate or other office that would violate the Constitutional Dual Office Holding prohibition during the time he/she is serving as the special magistrate for the City.

c. Contractor agrees to adhere to the following conflicts of interest provisions:

i. The special magistrate shall comply with the disclosure requirements imposed by Florida law, including but not limited to, sections 112.313 and 112.3145, Florida Statutes.

ii. The special magistrate shall comply with the voting requirements imposed by Florida law, including but not limited to, sections 286.012 and 112.3143, Florida Statutes.

iii. For a period of one (1) year from the date of termination of office as special magistrate, however terminated, such person is hereby expressly prohibited from acting as agent or attorney in any proceedings, petition or other matter before a special magistrate for the City of Treasure Island.

iv. No person who is or may become a party to a hearing before a special magistrate shall communicate ex parte with the special magistrate concerning that violation. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct personal or financial interest in the subject property or properties of the alleged violation.

v. A special magistrate shall not communicate ex parte on his or her own volition with any party, representative of any party, or interceding person concerning an alleged violation; however, the special magistrate may consider a request regarding the scheduling or continuance of such hearings when such request is made in writing.

vi. In the event a legal conflict of interest prevents the special magistrate from hearing a case, the City of Treasure Island City Commission may direct that the case be heard by an alternate special magistrate appointed by the City of Treasure Island City Commission, or in the alternative the case may be referred to the City of Treasure Island's code enforcement board.

6. **Force Majeure**. Each party will be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse will be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out,

civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, hurricane, storm or like catastrophe. The payment of invoices due and owing under this Agreement shall in no event be delayed by the payer because of a force majeure affecting the payer.

7. **Termination**.

   a. The Contractor shall serve at the pleasure of the City Commission and may be removed from service at any time with or without cause by a majority vote of the City Commission present and voting. The Contractor may terminate this Agreement with or without cause upon sixty (60) days' written notice to the City. In the event the Agreement is terminated by the Contractor or is terminated by the City for reasons unrelated to the quality of work provided by the Contractor, the City shall pay the Contractor in full for all work actually performed prior to the date of termination. This payment shall be the sole financial obligation or responsibility of the City for compensation under this Agreement in the event of termination. Upon termination of this Agreement, however terminated, the Contractor shall turn over to the City all work product completed, or partially completed, up to the date of termination. The City will have full right to use such work product in any manner, in the sole discretion of the City.

   b. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

   c. If the Contractor shall file a petition in bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations, the City may terminate this Agreement immediately notwithstanding the notice requirements of this Agreement.

8. **Insurance**. The Contractor must furnish the City with proof of insurance coverage, as follows:

   a. The Contractor is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the City accepts that the Contractor has satisfactorily completed all work required under the Agreement; and cause Subcontractor(s), if utilized, to acquire and maintain the same.

      i. The Contractor will provide the City with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement prior to the start of any work under this Agreement. In addition, the Contractor will provide to the City, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

         The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

ii. All required policies providing liability coverage(s), other than Workers' Compensation policy, for both Contractor and Subcontractor(s) shall be endorsed to include The City of Treasure Island as an Additional Insured.

iii. The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement with the City.

iv. Contractor shall notify the City within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by Contractor from its insurer.

b. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Agreement for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

i. Workers' Compensation: Florida Statutory Requirements
Employer's Liability: $1,000,000 Each Employee
$1,000,000 Each Employee Disease
$1,000,000 Aggregate Disease

ii. Commercial General Liability Insurance: Contractor shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the City.

$1,000,000 Per Occurrence
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal/Advertising Injury
$2,000,000 General Aggregate

iii. Business Automobile Liability Insurance: Contractor shall provide coverage for all owned, hired, and non-owned vehicles.

$1,000,000 Combined Single Limit Per Accident

iv. Property Insurance: Contractor will be responsible for all damage to its own property, equipment, and/or materials.

c. These insurance requirements shall not limit the liability of the Contractor and/or Subcontractor(s).

d. All policies shall be written on a primary, non-contributory basis.

e. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

f. Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Contractor.

g. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

h. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

i. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified in this Agreement.

j. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

k. No Waiver
Neither approval nor failure to disapprove insurance furnished by the Contractor or its Subcontractor will relieve the Contractor or Subcontractor from responsibility to prove insurance as required.

9. **Relationship of Parties**. Nothing contained in this Agreement 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 Agreement, 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. Contractor shall employee personnel as necessary and proper to carry out the terms and conditions of this Agreement. Contractor acknowledges and agrees that such 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.

10. **Indemnification**. The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Contractor under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Contractor in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Contractor to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by City beyond the City's expressed written contractual obligations contained within this contract, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

11. **Compliance with All Laws**. The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective

departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

12. **Amendment**. This Agreement may not be amended or modified except in writing, executed by the Parties.

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

14. **Governing Law and Venue**. This Agreement will be governed by the laws of the State of Florida. Venue for the purposes of any suit, action, or other preceding arising out of, or relating to, this Agreement will be solely within the Sixth Judicial Circuit, in and for Pinellas County, Florida for state actions and solely in the United States District Court of the Middle District of Florida, Tampa Division for federal actions. The Parties waive their right to trial by jury in any action, proceeding, or claim arising out of this Agreement.

15. **Attorneys' Fees and Costs**. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, including any appeals, the losing party will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

16. **Assignment and Construction of Agreement**. Any assignment of this Agreement, without the City's written consent, is void. This agreement shall inure to the benefit of and bind the Parties hereto and their respective legal representatives, successors, heirs, personal representatives and assigns. The Parties agree that in any event of litigation concerning the construction of this Agreement or interpretation of any language used in this Contract, that this Agreement and any of its provisions will not be construed against the City by virtue of this Agreement having been drafted by the City. The validity, interpretation, construction, and effect of this Agreement will be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law will be deemed stricken, and all remaining provisions will continue to be valid and binding upon the Parties. The Parties agree that this Agreement will be reformed to replace such stricken provision or part of a provision with a valid and enforceable provision, which comes as close as possible to expressing the original intention of the stricken provision. If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. Additionally, in the event of any breach or noncompliance by any of Contractor's assignee(s) or subcontractor(s), Contractor shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs.

17. **No Third-Party Beneficiaries**. This Agreement 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.

18. **Entire Agreement**. This Agreement embodies the entire Agreement of the City and the Contractor. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed

pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

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

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

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

    If to Contractor:

    With required copy to:
    Jennifer R. Cowan, City Attorney
    Bryant Miller Olive P.A.
    One Tampa City Center, Suite2700
    Tampa, Florida 33602

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

21. **Right to Suspend**. The City reserves the right to suspend the rights granted to the Contractor under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

22. **Non-Discrimination**. Contractor shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

23. **Scrutinized Companies**. By executing this Agreement, pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that it is not on the Scrutinized Companies that Boycott Israel List and it is not participating in a boycott of Israel, and that all such certifications were true as of the effective date of any this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law.

24. **No Affiliation with Foreign Countries of Concern**. Pursuant to section 286.101, Florida Statutes, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Contractor represents that within one (1) year before proposing any contract to the City, Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

25. **E-Verify**. Contractor shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform work under this Agreement, Contractor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain copies of all such affidavits for the duration of this Agreement. City may terminate this Agreement for cause if City determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. City will terminate this Agreement for cause if City has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but City determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, City will notify Contractor as such, and Contractor must immediately terminate Contractor's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) Contractor is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

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

27. **No Issuance of Identification Documents**. Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

28. **Electronic Signatures**. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

29. **Counterparts**. This Agreement 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.

30. **Computation of Time**. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

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

32. **Public Records**. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor 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 Agreement and following completion or termination of this Contract, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor 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 Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor 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 Contractor 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 terminate this Agreement and 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 Contractor is acting on behalf of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, CITY OF TREASURE ISLAND; 10451 GULF BLVD ; TREASURE ISLAND, FL 33706; TEL: (727) 547-4575; FAX: (727) 547-4582; CITYCLERK@MYTREASUREISLAND.ORG

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

CITY: The City of Treasure Island

_____

_____, City Manager

ATTEST:

_____

Celine Kidwell, City Clerk

CONTRACTOR:

Susan Roeder Martin

Susan Roeder Martin, Shareholder

WITNESS:

Name: Melissa DiNatale

WITNESS:

Name: Holly Webb

Exhibit A
SCOPE OF
WORK

Services will include the following to the extent approved by the City Commission. The scope of work to be performed by the awarded firm/individual may consist of, but is not limited to the work described in Exhibit D, including the following:

- The special magistrate shall conduct hearings relating to violation of the Code of Ordinances and Land Development Regulation including but not limited to violations of the business tax receipt regulations, fire, building, zoning, sign and other related codes in force in the City of Treasure Island. It is not the function of the special magistrate to initiate enforcement proceedings or to inspect for code violations.

- The special magistrate shall sit as an impartial hearing officer to determine, based on evidence presented during the hearing, if a violation exists.

- The special magistrate shall serve at the pleasure of the City Commission, and shall not be deemed a City employee.

- The special magistrate will review and understand all relevant codes, ordinances and Florida Statutes relative to the service provided.

- The City shall provide such clerical services and, administrative personnel and deemed reasonably necessary to support the special magistrate's activities and assist in the proper performance of duties. The special magistrate shall not be authorized to engage, hire, or use any person, except those provided by the City to assist in the performance of duties.

- The special magistrate shall have the jurisdiction and authority pursuant to Article III, of Chapter 2, of the City Code of Ordinances.

- The special magistrate has the jurisdiction and authority to determine the amount reasonable expenses incurred by the City as a result of orders issued pursuant to the authority granted.

- The jurisdiction of the special magistrate is not exclusive. An alleged violation of a code provision may be pursued by appropriate remedy in court at the option of the City and nothing shall prevent the City from taking such other lawful action, including but not limited to resorting to equitable action, as is necessary to enforce the provisions of respective City codes or ordinances.

- All hearings before the special magistrate are public meetings that are audio recorded and shall be conducted so as to ensure fundamental due process.

- The special magistrate shall take testimony from any witness having knowledge concerning a hearing on a case. All testimony shall be under oath.

- As soon as practicable after the conclusion of the hearing, the special magistrate shall issue findings of fact based on evidence of record, and conclusions of law, and shall issue a written order affording the proper relief consistent with powers granted within City's Code and consistent with Chapter 162, Florida Statutes, no later than 7 business days after the hearing, unless otherwise agreed to by the City.

- The special magistrate shall be bound by the interpretations and decisions of duly authorized boards of the City concerning the provisions of the codes, ordinances and regulations within their respective jurisdictions.

- All other relevant assignments relating to code enforcement special magistrate services, as requested.

- All hearings shall be held in a designated City facility accessible to the general public during normal business hours of 8 a.m. through 4:30 p.m., Monday through Friday. Generally, Code Enforcement matters are held monthly in the afternoon on the fourth Tuesday of the month; however, it is anticipated that the Special Magistrate will be needed no more frequent than once a month and possible only once or twice a year. No work is guaranteed under the Contract.

- The RFP and Contractor's response are part of the Agreement and are attached at Composite Exhibit B.

Exhibit B

AGENDA ITEM NO. I.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 17, 2024
SUBMITTED BY:	Mike Howard, Finance
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second Reading and Final Public Hearing of Ordinance 2024-26, Amending Chapter 50 "Traffic and Vehicles" of the Code of Ordinances
BACKGROUND:	.
POLICY/PURPOSE:	The purpose of this agenda item is to approve the second and final reading of an ordinance amending Chapter 50 "Traffic and Vehicles" of the City of Treasure Island Code. The ordinance revises definitions in Section 50-1, creates a new section for unlawful parking violations, and updates fines for illegal parking in Section 50-14 to align with state law.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	Ordinance 2024-26 introduces key amendments to the City of Treasure Island's parking regulations to enhance clarity, enforceability, and safety. The changes include the introduction of new definitions, new violations, revisions to fines in accordance with statutory limitations, and updated enforcement procedures. The ordinance creates new definitions, such as "Back-in Parking," which refers to parking where the vehicle's front faces the exit or the license plate is not visible from the drive lane. This was a necessary change die to the new parking tracking and collection system. It also introduces a new violation for "Mailbox Obstruction," which addresses parking in a manner that blocks access to mailboxes. In terms of new violations, the ordinance prohibits back-in parking unless explicitly permitted and creates fines for parking that blocks or obstructs mailbox access.

The ordinance also includes updates to ensure alignment with state regulations and statutory limitations on parking fines, which further supports effective enforcement of these regulations. The ordinance revises fines for various violations, including parking on a sidewalk, keys in the ignition, double parking, motor running with vehicle unattended, etc. to bring those fines in accordance with Florida Statutes. Specifically, the legislature has adopted the Florida Uniform Traffic Control Law (Chapter 316, Fla. Stat.). Under Chapter 316, Fla. Stat., no local authority may enact any ordinance on a matter covered by Chapter 316, unless expressly authorize. Further, violations of Chapter 316 are subject to the Florida Uniform Disposition of Traffic Infractions Act (Chapter 318, Fla. Stat.). The Uniform Disposition Act provides limitation of the penalties that may be assessed for a violation of Chapter 316. Specifically, pursuant to s. 318.18(2), Fla. Stat. all nonmoving traffic violations in Chapter 316 are limited to a penalty of $30.00.

Notably, Chapter 316, Fla. Stat does not govern overtime parking, back-in parking, or parking that blocks/obstructs mailbox access, and Chapter 316, Fla. Stat. provides that local government the right to enact additional parking regulations. Further, Chapter 318, Fla. Stat. recognizes that it does not govern municipal parking ordinance violations that are not regulated by Chapter 316, Fla. Stat. Therefore, the City may consider the proposed ordinance enacting parking violations (overtime parking, back-in parking or parking that blocks or obstructs mailbox access) that are not expressly identified in Chapter 316 and may establish fines associated with those violations that are not limited to the $30 statutory limit for nonmoving traffic violations.

Overall, the objective of these changes is to improve the clarity of parking rules, enhance public safety, and ensure fair and consistent enforcement across the City.

FUNDING: .

MOTION: I move to approve Ordinance 2024-26, amending Chapter 50 "Traffic and Vehicles" of the City of Treasure Island Code of Ordinances, as presented at the second and final public hearing.

ATTACHMENTS:
Ordinance 2024-26 (chapter 50) Traffic Violations (02685329-11).docx
Business Impact of Parking.docx
Financial Analytics.pdf

Legal Ad ORD 2024-26.pdf

ORDINANCE 2024-26

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 50 "TRAFFIC AND VEHICLES" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTION 50-1 "DEFINITIONS" TO INCLUDE DEFINITIONS OF EXISTING VIOLATIONS AND OF A NEW VIOLATION CREATED BY THIS ORDINANCE AND REDEFINING HOLIDAY AND PUBLIC PARKING; CREATING SECTION 50-7 "UNLAWFUL PARKING GENERALLY" TO CLARIFY EXISTING PARKING VIOLATIONS AND TO CREATE NEW PARKING VIOLATIONS; REVISING SECTION 50-14 "ILLEGAL PARKING; FINES" TO INCORPORATE STATUTORY LIMITATIONS ON PARKING FINES AND THE VIOLATIONS BEING CREATED OR REVISED BY THIS ORDINANCE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 50 of the City Code of Ordinances ("Code"), entitled "Traffic and Vehicles" regulates parking within the City; and

WHEREAS, under the current provisions of the Code, certain parking violations need to be revised for clarity or to comply with applicable statutory provisions; and

WHEREAS, the City may pass local ordinance regulating parking locations and timing when addressing items not specifically regulated by the Florida Uniform Traffic Control Law (Chapter 316, Fla. Stat.); and

WHEREAS, violations of the Florida Uniform Traffic Control Law are subject to the Florida Uniform Disposition of Traffic Infractions Act, however, the Florida Uniform Disposition of Traffic Infractions Act does not apply to the fines for the City's local ordinance parking violations as provided for in section 316.1967, Fla. Stat.; and

WHERAES, the City desires to create a new parking violation for back-in park, as defined by this Ordinance, and for parking in a manner that blocks mailbox access; and

WHEREAS, the City desires to make the revisions contained in this Ordinance to improve public safety and the enforcement of parking violations by the City; 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 50-1 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 50-1. Definitions.

The definitions in F.S. ch. 316 apply to this chapter. Additionally, as used in this chapter the following terms shall have the meanings ascribed to them:

Alley means a minor roadway dedicated primarily for vehicular service access to the back or the side of properties otherwise abutting on a street. It also affords a secondary means of access to abutting property and is not intended for general traffic circulation.

Back-in parking means the means the parking, standing or stopping of a vehicle in any space which results in the vehicle's front facing the exit of such space or that otherwise renders the vehicle's license plate unreadable from the drive lane.

Commercial vehicle means any vehicle, whether motor-driven or towed, including any portion thereof such as a trailer normally associated with such vehicle, used in connection with any business enterprise to provide service, repair or maintenance to private or commercial interests, to transport people or goods, and is not an emergency services vehicle or vehicle used by governmental agencies for official business. A commercial vehicle includes, but is not limited to, wreckers or tow trucks, or any vehicle equipped with a hoist or other mechanical equipment designed to perform this function. In addition, any truck or vehicle, except those specifically permitted by this chapter, having any one of the following characteristics shall be considered commercial equipment:

(1) Scale weight (vehicle only) of 10,000 pounds or more in net vehicle weight.

(2) Ten or more feet in height to the top of the vehicle, including ladders or other attachments.

(3) More than nine feet wide, excluding mirrors.

(4) Twenty-four or more feet in length, including any trailer attached to such vehicle.

(5) Having more than three axles.

Common carrier or *regular common carrier of passengers* means all common carriers of passengers operating between fixed termini, over regular routes and on fixed schedules, such as taxis and airport limos.

Double parking, double standing or *double stopping* means the parking, standing or stopping of a vehicle upon the roadway side of another vehicle parking, standing or stopping, but not legally within or adjacent to an open parking space.

Extrinsic vehicle means a motor vehicle parked in a residential area by a person who is not a resident of the designated residential area.

Holiday means, when used in this chapter or on official signs erected by authorized official agencies~~, in addition to Sundays those days specified as follows~~: all of the following holidays on their observed dates: New Year's Day, M.L. King's birthday, ~~Washington's birthday,~~ Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, ~~Veterans' Day~~ and Christmas Day.

Improper parking means the parking, standing, or stopping of a vehicle in any space in violation of chapter 316, Florida Statutes or which is not otherwise covered by this code.

Loading zone means a space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

Net vehicle weight means the weight of the vehicle as declared for vehicle registration.

Nighttime means any portion of the period between 10:00 p.m. and 6:00 a.m. of the following day.

Official time standard means, whenever certain hours are specified in this chapter, eastern standard time or eastern daylight saving time, as may be in current use in the city.

Other governing body means the governing body of other incorporated towns or cities or of counties or the state.

Overtime parking means the parking, standing or stopping of a vehicle in any space alongside of, next to, or in front of which is located a parking meter or multi-space parking meter for which any owner or other person has paid to park in such space for a specified period of time and has subsequently allowed the vehicle to remain in such space after the specified period of time has lapsed, unless otherwise allowed by s. 316.1984, Fla. Stat.

Park a commercial vehicle means the condition where any owner or other person has put, parked, or left a commercial vehicle, or allowed such vehicle to remain, whether attended or unoccupied.

Permit/Pass/Packard only means the parking, standing or stopping of a vehicle in any space on public property for which a permit, decal, or other similar identifier is required by the city to park in and for which such requirement is indicated, such as a space or parking lot being marked as “employees only”.

Public property means any property located within the city which is owned by the city or any other governmental entity, and public rights of way.

Public rights-of-way means any portion of any public street or other easement, regardless of whether such property is platted, dedicated, paved, or otherwise finished, and extending the entire length and width of such area unto the adjacent private property lines.

Single-marked parking space means any individual spot in which to park that is indicated by painted markings, signage, stops, or any other common method to single out an individual parking area.

Street means any street, right-of-way, bridge, causeway, alley, sidewalk or other means of access.

SECTION 3. That section 50-7 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby created to read as follows:

Sec. 50-7. Unlawful parking generally.

(a) The overtime parking of any vehicle in a parking space metered by the city shall be unlawful.
(b) It shall be unlawful to park any vehicle in a permit/decal only space on public property without the permit, pass, or placard required by the city.
(c) It shall be unlawful to park any vehicle in street parking spaces within the city by way of back-in parking unless such space is designated for back-in parking.
(d) It shall be unlawful to park any vehicle in any manner that blocks or otherwise obstructs access to a mailbox.
(e) It shall be unlawful to park more than one vehicle in a single parking space.
(f) It shall be unlawful to park a single vehicle in more than one parking spaces.

SECTION 4. That section 50-14 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 50-14. Illegal parking; fines.

(a) The following parking practices in the city are declared to be illegal, and any violations of such parking restrictions shall subject the violator to the specified fines:

Violation	Fine
Overtime parking	$60.00
Parked on a sidewalk	~~$80.00~~30.00
Left wheels to curb	~~$60.00~~30.00
Boat trailers only	$60.00
Improper parking	~~$80.00~~ 30.00
No parking zone	~~$60.00~~ 30.00
Keys in ignition	~~$60.00~~ 30.00
Fire lane/zone	~~$80.00~~ 30.00
Permit/Pass/Placard only	$60.00
Lot closed	$80.00
Commercial vehicle restrictions	~~$250.00~~ 100.00
Parking in a regulated permit parking area without a permit	$90.00

Double parking	~~$80.00~~ 30.00
Motor running with vehicle unattended	~~$80.00~~ 30.00
Disabled parking	$250.00
Loading zone	~~$80.00~~30.00
Parking of boats, campers and recreational vehicles on city rights-of-way	$90.00
Blocking driveway	~~$80.00~~ 30.00
Back-in parking	$60.00
Parking more than one vehicle in a single parking space	$60.00
Parking a single vehicle in more than one parking space	$60.00
Blocking or obstructing access to a mailbox	$60.00

(b) Each two-hour interval of violation of overtime parking shall be a separate violation.

(c) The city manager is hereby authorized to establish restricted parking zones for any of the above violations.

(d) The amount of any parking citation fine shall be doubled if not paid within 15 days of issuance, not to exceed any limitations placed by statute, unless a court hearing has been requested within the time specified on the parking citation.

SECTION5. 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 ordinances 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 through 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 __ 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:

_____
John Doctor, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

City of Treasure Island
Business Impact Estimate

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

Proposed ordinance's title/reference:

First Reading of Ordinance 2024-26, Amending Chapter 50 'Traffic and Vehicles' of the Code of Ordinance

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

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

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

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

We became aware that a change in State regulations regarding parking fines changed. As a result, the city is changing it's rates in accordance with state law.

The ordinance revises definitions in Section 50-1, creates a new section for unlawful parking violations, and updates fines for illegal parking in Section 50-14 to align with state law.

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

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

Ordinance 2024-26 introduces key amendments to the City of Treasure Island's parking regulations to enhance clarity, enforceability, and safety. The changes include the introduction of new definitions, new violations, revisions to fines, and updated enforcement procedures.

The ordinance creates new definitions, such as "Back-in Parking," which refers to parking where the vehicle’s front faces the exit or the license plate is not visible from the drive lane. It also introduces a new violation for "Mailbox Obstruction," which addresses parking in a manner that blocks access to mailboxes.

In terms of new violations, the ordinance prohibits back-in parking unless explicitly permitted and creates fines for parking that blocks or obstructs mailbox access. Additionally, the ordinance revises fines for various violations, including new BOARD OF COMMISSIONERS AGENDA ITEM REPORT fines for back-in parking and blocking mailboxes, alongside adjustments for existing violations like overtime parking and improper parking.

The ordinance also includes updates to ensure alignment with state regulations and statutory limitations on parking fines, which further supports effective enforcement of these regulations.

Overall, the objective of these changes is to improve the clarity of parking rules, enhance public safety, and ensure fair and consistent enforcement across the city.

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:

None

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None

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

None

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3):

None

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

None

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

NA

Citations - 2023

Violation Type	Base Amount	Paid Citations	Amount Paid	Percent of Issued	New Base Amount	Rate Change	New Amount Paid	New Base Amount Impact
Overtime Parking	$60	1,780	$133,510	65.6%	$60	$0	$133,510	$0
All Other Citations	$89	1,029	$89,040	34.4%	$59	-$21	$60,500	-$28,540
Total	**$76**	**2,809**	**$222,550**	**100.0%**	**$69**	**-$7**	**$194,010**	**-$28,540**

Citations - 2024

Through September - No citations due to hurricanes

	Base Amount	Paid Citations	Amount Paid	Percent of Issued	New Base Amount	Rate Change	New Amount Paid	New Base Amount Impact
Overtime Parking	$60	3,906	$286,747	83.6%	$60	$0	$286,747	$0
All Other Citations	$91	886	$76,030	16.4%	$61	-$18	$54,320	-$21,710
Total	**$73**	**4,792**	**$362,777**	**100.0%**	**$71**	**-$2**	**$341,067**	**-$21,710**

12580

Tampa Bay Times

Published Daily

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

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2024-26 was published in said newspaper by print in the issues of 12/11/24 or by publication on the newspaper's website, if authorized.

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

Signature of Affiant _____
Sworn to and subscribed before me this **12/11/2024**

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

Notary Public State of Florida
Deirdre A Bonett
My Commission HH 601171
Expires 1/4/2029

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 2024-26. The public hearing will be held on Tuesday, December 17, 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 2024-26

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 50 "TRAFFIC AND VEHICLES" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTION 50-1 "DEFINITIONS" TO INCLUDE DEFINITIONS OF EXISTING VIOLATIONS AND OF A NEW VIOLATION CREATED BY THIS ORDINANCE AND REDEFINING HOLIDAY AND PUBLIC PARKING; CREATING SECTION 50-7 "UNLAWFUL PARKING GENERALLY" TO CLARIFY EXISTING PARKING VIOLATIONS AND TO CREATE NEW PARKING VIOLATIONS; REVISING SECTION 50-14 "ILLEGAL PARKING; FINES" TO INCORPORATE STATUTORY LIMITATIONS ON PARKING FINES AND THE VIOLATIONS BEING CREATED OR REVISED BY THIS ORDINANCE; 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 2024-26 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

12/11/24

12580-1

AGENDA ITEM NO. I.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 17, 2024

SUBMITTED BY: Kathryn Younkin, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First Reading of Ordinance 2024-27, Amending Chapter 68

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

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

POLICY/PURPOSE:

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

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

Objective 2: Implement the Economic Development Vision

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

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

ANALYSIS/DISCUSSION:

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

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

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

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

	Creating section 68-542 “Allowable Encroachments” to allow for the stairs and meter platforms necessary to access an existing structure when it is being elevated to be installed in the setbacks or to allow the meter stair and platform to be installed in the setbacks if the building code requires the elevation of the meter for an existing structure.
FUNDING:	N/A
MOTION:	I move to approve Ordinance 2024-27 amending Chapter 68 and schedule it for a second reading and public hearing for the first commission meeting to be scheduled in January of 2025.

ATTACHMENTS:
Ordinance 2024-27 (amending chapter 68 hurricane relief) Revised BMO (02780875-3).pdf
2024 1217 COTI - Business Impact Estimate Ord 2024-27.pdf

ORDINANCE 2024-27

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Residential structures/uses and their permitted accessory uses are grandfathered in the RU-75, RM-15, RFM-30, RFH-50, and CG zoning districts.
b. Hotel/motel structures/uses and their permitted accessory uses are grandfathered in the RFM-30, RFH-50, and CG zoning districts.
c. In the event that any residential or hotel/motel structure is damaged or destroyed by a hurricane, tornado, fire, flood, wind, storm or other natural disaster, it can be repaired or reconstructed in a manner which guarantees that each unit and all permitted accessory uses can be restored to the same square footage which existed as of September 19, 1995. <u>If the F.A.R allowed in the current Code is greater than the September 19, 1995 level, then the square footage or F.A.R. may increase up to the currently allowed maximum so long as the project meets all provisions of the Code</u>. <u>If the number of units allowed in the current Code is greater than the September 19, 1995 level, then the number of units may increase up to the currently allowed maximum so long as the project meets all other provisions of the Code.</u> Repairs and reconstruction shall adhere to all flood management regulations in effect. In the event that such flood regulations require the elevation of a structure, the city shall permit the height of the structure to be increased the minimum necessary to accommodate the required flood elevation. If the repairs or reconstruction cannot be made in accordance with these Code provisions, the city shall grant the owners relief from such Code provisions to permit the grandfathered units and all existing legally permitted accessory uses to be restored without creating a greater nonconformity than existed prior to the disaster.
d. Nothing contained in this section shall relieve the owner/developer of the obligation to restore the damaged structure in compliance with the building

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

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

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

68-542. - Allowable encroachments.

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

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

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

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

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

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

SECTION 8. CODIFICATION.
Sections 2 - 5 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its final passage.

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

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

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

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

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

City of Treasure Island
Business Impact Estimate

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

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

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

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

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

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

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

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

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

A.

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

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

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

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

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

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

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

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

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

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

AGENDA ITEM NO. I.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 17, 2024

SUBMITTED BY: Celine Kidwell, Administration

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Establishment of 2025 City Commission Meeting Schedule

BACKGROUND: The City Charter, Article III, Legislative, Section 3.07. Procedure (a) Meetings mandates that the City Commission adopt an annual regular meeting schedule. This schedule must include at least one meeting every month, scheduled at times and places determined by Commission rule. The purpose of this requirement is to ensure consistent opportunities for public engagement and efficient decision-making by the Commission.

In accordance with Commission policy, meetings are not scheduled on City holidays, Election Day, or days of major religious/cultural observances that impose work restrictions. The Mayor or Vice Mayor may convene special meetings as necessary, and the Commission retains the authority to modify the regular meeting schedule when circumstances warrant.

For the upcoming 2025 calendar year, the City Clerk's Office has prepared a proposed schedule of City Commission regular meetings and workshops. This schedule aims to accommodate various civic and professional commitments while ensuring uninterrupted governance and service to the community. Key considerations include the timing of statewide and national conferences, municipal elections, and other significant events that may impact scheduling.

POLICY/PURPOSE: To establish the schedule of regular City Commission meetings and workshops for the 2025 calendar year.

STRATEGIC PLAN RELEVANCE: This action aligns with the strategic goal of ensuring transparent and accessible governance by providing a

predictable schedule of meetings for public engagement and decision-making.

ANALYSIS/DISCUSSION:

Each year, the Commission approves a schedule for the upcoming year's meetings. The proposed schedule for 2025 has been submitted. Key considerations include:

- The 2025 Florida League of Cities Legislative Action Days in Tallahassee, FL, scheduled for March 24-26, 2025, does not conflict with any scheduled meetings.
- The Municipal Election is scheduled for Tuesday, March 11, 2025.
- The Florida League of Cities Annual Conference in Orlando, FL, scheduled for August 14-16, 2025, does not interfere with any scheduled meetings.
- The National League of Cities City Summit in Salt Lake City, UT, scheduled for November 19-20, 2025, also does not interfere with any scheduled meetings.
- The date for the Florida League of Cities 2025 Legislative Conference is yet to be determined (TBD).

FUNDING: Not applicable.

MOTION: I move to approve the adopted 2025 City Commission Meeting Schedule.

ATTACHMENTS:
2025 Treasure Island City Commission Proposed Calendar.docx

Treasure Island City Commission
2025 Regular Meeting & Workshop Schedule - PROPOSED

City Commission Regular Meetings are typically held on the first and third Tuesdays of most months beginning at 6:00 pm in the Commission Chambers located at:

Treasure Island City Hall
10451 Gulf Blvd
Treasure Island, Florida 33706

**If scheduled, the City Commission Workshop follows the Regular Meeting.*

Day	Meeting Date	Time	Meeting
Tuesday	January 7, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	January 21, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	February 4, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	February 18, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	March 4, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	March 18, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	April 1, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	April 15, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	May 6, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	May 20, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	June 3, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	June 17, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	July 1, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	July 15, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	August 5, 2025	6:00 p.m.	Regular Meeting & *Workshop
Friday	August 8, 2025	10:00 a.m.	Proposed Budget Workshop
Tuesday	August 19, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	September 2, 2025	6:00 p.m.	Proposed 1st Budget Hearing Regular Meeting & *Workshop
Tuesday	September 16, 2025	6:00 p.m.	Proposed 2nd Budget Hearing Regular Meeting & *Workshop
Tuesday	October 7, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	October 21, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	November 4, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	November 18, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	December 2, 2025	6:00 p.m.	Regular Meeting & *Workshop
Tuesday	December 16, 2025	6:00 p.m.	Regular Meeting & *Workshop

2025 City Holidays & Observances (bold)					
Jan 1	**New Year's Day**	**May 26**	**Memorial Day**	**Nov 27**	**Thanksgiving Day**
Jan 20	**Martin Luther King Jr. Day**	Jun 19	Juneteenth	**Nov 28**	**Day After Thanksgiving**
Feb 17	Presidents' Day	**Jul 4**	**Independence Day**	**Dec 24**	**Christmas Eve**
Mar 11	Municipal Elections	**Sep 1**	**Labor Day**	**Dec 25**	**Christmas Day**
Apr 18	Good Friday	Oct 13	Columbus Day	Dec 31	New Year's Eve
Apr 20	Easter Sunday	Nov 11	Veterans Day		

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- Municipal Elections are scheduled for Tuesday, March 11, 2025.
- The Florida League of Cities Annual Conference in Orlando, FL, scheduled for August 14-16, 2025, does not interfere with any scheduled meetings.
- The National League of Cities City Summit in Salt Lake City, Utah, scheduled for November 19-22, 2025, which does interfere with November 18, 2025, scheduled meeting.
- The date for the Florida League of Cities 2025 Legislative Conference is yet to be determined (TBD).