



WORKSHOP AGENDA

December 18, 2007

**CITY OF TREASURE ISLAND, FLORIDA
BOARD OF COMMISSIONERS WORKSHOP
December 18, 2007
IMMEDIATELY FOLLOWING THE COMMISSION MEETING**

I. DISCUSSION ITEMS:

1. Discussion item – 5K Race
2. Res. 07-120 Consideration of a Dune Walkover Behind the Residence Inn
3. Res. 07-119 Consideration of Landscaping the Beach Trail Access (119th Ave.) Requested by the Residence Inn
4. Discussion – Proposal to Replace 38 Canary Island Date Palms on Paradise Blvd.
5. Res. 08-02 Approval of the EAR and Authorization to Submit to DCA
6. Discussion – Contracting With Pinellas County Utilities for Billing Wastewater, Solid Waste, and Storm Water
7. Res. 08-01 Purchase – Fire Department Radios
8. Res. 07-75 Consideration of Approving the Interlocal Agreement – Penny for Pinellas

II. OLD BUSINESS:

III. CITY MANAGER/CITY ATTORNEY REPORTS AND COMMENTS:

IV. REPORTS & COMMENTS BY COMMISSIONERS:

V. PUBLIC COMMENTS:

VI. ADJOURNMENT:

Any person desiring to file an appeal to any action taken by the Commission at this meeting will need a record of the proceedings and for such purpose may be required to insure that a verbatim transcript is made. Said transcript shall be made by the appellant at his or her expense. Therefore, you may wish to provide a court reporter at your expense.

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 120 – 108 Avenue, 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.



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

December 18, 2007

Item No. 1 - 1

DATE: December 1, 2007

TO: Mayor and Commissioners

FROM: Reid Silverboard, City Manager

SUBJECT: 5K Race

At the November 20, 2007 Meeting, the Commission heard a request by Treasure Island resident June Longe to consider sponsoring a 5K Marathon this winter in order to assist in generating economic activity for the City's tourism and commercial sectors. The Commission requested that staff report back at the December 4, 2007 Workshop Meeting on the feasibility of sponsoring such a race.

At the December 4, 2007 Workshop, the Commission considered discussed the request to have a 5K race during February or March 2008. Parks and Recreation Director Cathy Hayduke gave a brief update of this item and provided the Commission with some information on possible income and expenses.

June Longe stated that the race should be organized, promoted and managed by a race management company that is paid by the various sponsors of the race. The City's role in the event would be limited: allowing use of roads for the race, waiving fees for use of the Community Center and arranging to have off-duty police officers provide traffic control.

Commissioner Collins asked if Mr. McCann, who Mrs. Longe indicated was very knowledgeable about setting up this type of event, would come to the next Commission workshop to provide additional information.

It was the consensus of the Commission to discuss this at the December 18th workshop with the people involved present to answer questions.



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

December 18, 2007

Item No. I-2

DATE: December 12, 2007

TO: Mayor and Commissioners

FROM: Reid Silverboard, City Manager

SUBJECT: Request by Residence Inn for Dune Walkover at 11908 Gulf Boulevard

At the November 6, 2007 Workshop meeting, Commissioner Minning stated that he had had discussions with the Sunset Vistas and Marriott people regarding replacing and extending the beach walkover at each of these properties. Both entities were interested in doing this and it is one of the items that the Beach Stewardship Committee had recommended last year.

These walkovers are in poor condition and should be repaired or removed. He recommended the City enter into a license agreement granting permission for the individual properties to repair and/or replace and maintain the walkover thereafter at their cost. After discussing the matter, the Commission consensus was to advise both properties that if they had an interest in moving forward to send a formal request to the City Manager to start the process.

Staff has received the attached letter from Rick Crysler, Project Manager with the North South Corporation/ Ocerin, Inc. representing the Residence Inn/Marriott indicating their interest in moving forward with this project.

At the December 4, 2007 Workshop the Commission considered the formal request, however no one from the Residence Inn attended the meeting. This item was deferred to a future meeting pending their attendance and submittal of additional information/sketch on what they proposed to do.

Staff met with Timothy Ferguson, attorney for the developer, on 12-11-2007 to discuss the property owner's request to replace the existing dune walkover behind the property. Mr. Ferguson indicated the property owners were interested in proceeding with this project and stated it was their intention to absorb all costs to install and maintain the walkover. Staff told Mr. Ferguson the Commission had requested a sketch of the proposed walkover. Mr. Ferguson indicated he would provide a letter describing the requested walkover as well as the request related to improving the beach trail access (119th Avenue ROW) adjacent to the south property line. The letter is attached. Mr. Ferguson indicated that the Residence Inn is not proposing the 30' X 30' observation deck but rather the extension of a dune walkover similar in width to the

existing structure, from their property line to the beach. Mr. Ferguson will be at the meeting to discuss his client's request.

Should the Commission decide to pursue this project; the City Attorney will need to draft a License Agreement for consideration by Commission and the property owner. The License Agreement will contain the requirements for permitting, plan review, future maintenance responsibility, insurance requirements and the like.

Mr. Reid Silverboard
City Manager
Treasure Island, Florida

Re: City Commission Agenda

Dear Mr. Silverboard,

Please accept this correspondence as a formal request to be placed on the City Commission's Agenda for the December 18th meeting date for the purpose of discussing the various walkways that are adjacent to the Marriot project. As you know, I represent the owners developing that project.

The exhibit to the agenda item will be the walk way design that was attached as the "proposed" design to the approved site plan. As you know this plan was the result of a collaboration between the City and project landscape architects.

The plan is proposed to be built as shown with the possible exception of the walkway that crosses the dune system, which is to be rebuilt as is and continued all the way to the sea wall. As discussed, the area adjacent to the building may need to be narrowed to the width of the existing walk way running out to the beach.

Once an agreement has been reached on how the walk way is to be designed the City and the owner will finalize the agreement with a developer's or licensing agreement which ever is most appropriate, outlining the rights and responsibilities i.e. maintenance, hold harmless and etc.

If you have any questions, please do not hesitate to contact me, Lynn has all my contact information. Thank you for you time and consideration.

Timothy W. Ferguson, Attorney at Law

The property owner will build and maintain the new walk way



Date: November 9, 2007

To: Reid Silverboard
City Manager

Re: Refurbishing Walkover

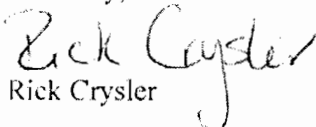
From: Rick Crysler, Project Manager
North South Corporation / Ocerin, Inc.

Dear Mr. Silverboard,

Please accept this as a formal request for permission to replace the existing dune walkover located directly behind our property located at 11908 Gulf Boulevard, Treasure Island. This replacement will comply with all local and state rules, regulations and permitting requirements. It is our intention to absorb all costs to install and maintain the new structure.

Please advise us of your decision regarding this submittal at your earliest convenience. We ask that you please supply us with any additional information needed to proceed with this project.

Sincerely,


Rick Crysler

Residence Inn St. Petersburg
Treasure Island
11908 Gulf Blvd.
Treasure Island, FL 33706
Telephone (727) 367-2761 • Facsimile (727) 367-9446
www.marriott.com/TPATI

Operated under a license agreement from Marriott International Inc.

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CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

December 18, 2007

Item No. I-3

DATE: December 12, 2007

TO: Mayor and Commissioners

FROM: Reid Silverboard, City Manager

SUBJECT: Landscaping Beach Trail Adjacent to the Residence Inn (11908 Gulf Boulevard)

The December 4, 2007 Workshop agenda contained an item concerning an offer by the Residence Inn to install landscaping in the beach trail access (119th Street) adjacent to the south property line of the Hotel. The Commission agreed to defer this item because a representative from the Residence Inn did not attend the meeting.

The Commission did discuss several issues related to this request as well as another request from the Residence Inn concerning the constructing of a dune walkover. The Commission discussed obtaining a survey to find out where the sidewalk is located within the 25-foot right-of-way; the need to widen the sidewalk from 6 feet to 10 feet to accommodate bicyclists as well as pedestrians; and the possibility of using NOAA funding to pay for the widening of the trail. The Commission consensus was to for staff to get an estimate of the cost of the survey and report back to the Commission.

Staff met with Timothy Ferguson on 12-11-2007 to discuss the property owner's offer to landscape the beach trail access ROW, the need to obtain a survey of the ROW and the Commission's concern about the need to expand the sidewalk to better accommodate pedestrian and bicycles.

Mr. Ferguson indicated that the property owner is considering installing the landscaping and sidewalk improvement depicted on Sheets 3 and 4 of the Landscape and Irrigation Plan for the Pelican Pointe Condo Hotel revised 2.23.06. Staff will have a copy of these two pages at the Workshop meeting. As you may know, the City and developer had anticipated installing the improvements depicted on these two pages as part of the general improvements to the Beach Trail Extensions that were being considered at that time by the City. These pages had been submitted as part of the site plan review application during the planning phase of the Pelican Point Condo Hotel project (Residence Inn), but were not acted on since the extension of the Beach Trail was not authorized.

Staff asked Mr. Ferguson to submit a letter to clarify exactly what they are offering to do in the way of improving the Beach Trail (119th Avenue ROW) area, including obligation for future maintenance and naming the city as an additionally insured. The letter is attached and indicates the Residence Inn is interested in installing the improvements depicted in the plan noted above.

The area being considered for this landscaping is approximately 250 feet in length, and the planting material would be incorporated into the general landscaping being placed on the Residence Inn property. The developer has indicated the property owner will maintain the landscaping.

Mr. Ferguson indicated he will attend the Workshop meeting on December 18 to discuss the request with the Commission.

Mr. Reid Silverboard
City Manager
Treasure Island, Florida

Re: City Commission Agenda

Dear Mr. Silverboard,

Please accept this correspondence as a formal request to be placed on the City Commission's Agenda for the December 18th meeting date for the purpose of discussing the various walkways that are adjacent to the Marriot project. As you know, I represent the owners developing that project.

The exhibit to the agenda item will be the walk way design that was attached as the "proposed" design to the approved site plan. As you know this plan was the result of a collaboration between the City and project landscape architects.

The plan is proposed to be built as shown with the possible exception of the walkway that crosses the dune system, which is to be rebuilt as is and continued all the way to the sea wall. As discussed, the area adjacent to the building may need to be narrowed to the width of the existing walk way running out to the beach.

Once an agreement has been reached on how the walk way is to be designed the City and the owner will finalize the agreement with a developer's or licensing agreement which ever is most appropriate, outlining the rights and responsibilities i.e. maintenance, hold harmless and etc.

If you have any questions, please do not hesitate to contact me, Lynn has all my contact information. Thank you for you time and consideration.

Timothy W. Ferguson, Attorney at Law

The property owner will build and maintain the new walk way

RESOLUTION NO. 07- 119

A RESOLUTION ALLOWING THE RESIDENCE INN MARRIOTT LOCATED AT 11908 GULF BOULEVARD TO INSTALL AND MAINTAIN LANDSCAPING IN A MANNER THAT IS ACCEPTABLE TO THE CITY OF TREASURE ISLAND ALONG THE EXISTING BEACH TRAIL CORRIDOR ON 119TH AVENUE WEST OF GULF BOULEVARD; PROVIDING FOR RELEASE OF LIABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Treasure Island has owned a Beach Trail from 119th Avenue to approximately 104th Avenue at least since the 1960's; and

WHEREAS, the City of Treasure Island is interested in upgrading the Beach Trail to serve the citizens and visitors of Treasure Island which was being studied during the time the Residence Inn Marriott was preparing to upgrade its property at 11908 Gulf Boulevard; and

WHEREAS, the Residence Inn Marriott (owned by North South Corporation/Ocerin, Inc.) initially included their landscaping of the Beach Trail corridor along 119th Avenue corridor in its site plan approved March 16, 2006 (PZ-2006-08-SR) because it was interested in assisting in the upgrade of the Beach Trail in this location; and

WHEREAS, the City Commission of the City of Treasure Island will be upgrading portions of the Beach Trail system through the use of a NOAA grant from oil spill money in the near future; and

WHEREAS, the Residence Inn Marriott which is under construction has indicated to City staff that it is still interested in installing and maintaining landscaping along the Beach Trail at 119th Avenue; and

WHEREAS, the City Commission of the City of Treasure Island finds that it would like to accept this offer to install and maintain landscaping along the Beach Trail corridor found at 119th Avenue west of Gulf Boulevard because it would be a benefit to both the citizens and visitors of Treasure Island alike;

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

SECTION 1. That the installation and maintenance of landscaping along the Beach Trail corridor at 119th Avenue by the Residence Inn Marriott be accepted providing the following:

- [1] The City staff shall review and approve the proposed landscaping of the Beach Trail at 119th Avenue to determine its appropriateness and location.
- [2] The Residence Inn Marriott shall name Treasure Island in a one million dollar insurance liability rider holding the City of Treasure Island harmless pursuant to the installation and maintenance of the landscaping on City property in a manner that is satisfactory to the City Attorney.
- [3] The Residence Inn Marriott shall maintain the landscaping that they install and the City of Treasure Island shall have no obligation to replace landscape materials.

SECTION 2. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the day of December 2007 by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

Mary H. Maloof, Mayor

ATTEST:

Dawn Foss, City Clerk



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

December 18, 2007

Item No. I-4

DATE: December 12, 2007
TO: Mayor and Commissioners
FROM: Reid Silverboard, City Manager
SUBJECT: Proposal to Replace Canary Palms On Paradise Boulevard

Staff has received the attached unsolicited proposal from Stacie Wakefield, owner of Palmscapes By Design, Inc. of Lakeland, FL offering to purchase and replace 36 Canary Island Date palms located in the median of Paradise Boulevard.

Briefly the proposal calls for:

Removing 36 palms in three stages over a 6 month period, plus removing 2 unhealthy palms at no charge.

Paying the City a total of \$30,000.00 for the 36 palms, and installing a total of 38 Royal Palms with 4' of graywood in size, at the time of removal of the Canary Island Palms.

Palmscapes will trim and fertilize the 38 palms to be removed until the last 12 are removed.

Palmscapes will warranty the 38 replacement Royal Palms for 6 months from installation.

All holes will be filled and debris removed by the proposer.

Ms. Wakefield indicated that many of the existing palms on the medians of Paradise Boulevard have reached a height at which the fronds are getting into the over head power lines. This is damaging both the palm and the wires, and that Progress Energy will soon have the palms trimmed. The trimming may kill the palms if the spear leaf (bud or heart) is damaged or trimmed.

Royal Palms are being proposed as the replacement palm because they are resistant to Lethal Yellowing and Texas Phoenix Palm Decline which has recently appeared in our area. Canary Island Date palms are susceptible to these diseases. The palms on the medians have been inoculated by the City for lethal yellowing.

Obviously, removal and replacement of the palms will have a significant visual impact to the entry way to the Paradise Isle neighborhood and will likely create much concern and interest. This request has been placed on the City Commission Workshop meeting to discuss whether the Commission has any interest in pursuing this matter.

It should be noted the City will need to do something about the existing palms in the median of Paradise Boulevard in the near future because some of the palms are interfering with the overhead lines. There are three main options for dealing with this looming problem:

1. Accept this proposal or similar proposals for the removal and replacement of the palms. The details including the amount of payment, replacement species of palms, warranty and the like would need to be hammered out.
2. Underground the overhead utility lines currently located in the Paradise Boulevard medians. This would necessitate setting up an assessment district consisting most likely of the Paradise Isles neighborhood to fund the undergrounding.
3. Relocate the overhead utility lines from the medians to the east or west side of the Paradise Boulevard right-of-way. This should be less costly than undergrounding but will still necessitate funding through an assessment district.

Staff is currently seeking clarification from Progress Energy relating to their policy and intentions concerning trimming the subject palms.

Palmscapes By Design has been notified that this item has been placed on the 12-18-07 workshop agenda.

Palmscapes By Design, Inc
11967 US HWY 98 N
Lakeland, FL 33809
863-816-8712

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City Manager, Reid Silverboard
120 108th Avenue
Treasure Island, Florida 33706

November 27, 2007

Re: Purchase palm trees on center median, Paradise Boulevard, Treasure Island, Florida.

Palmscapes by Design, Inc. would like to purchase and remove (36) palm trees on the center median of Paradise Boulevard, Treasure Island, Florida. The terms Palmscapes By Design, Inc. proposes are as follows:

- \$30,000.00 for (36) Canary Island Date palms.
- The (36) palms will be removed in three stages. Each stage consists of (12) palm trees. \$10,000.00 will be paid prior to the removal of each of the three stages.
- Remove two unhealthy palm trees at no cost and install (2) 4' grey wood Royal palm replacements.
- (38) 4' grey wood Royal palm tree replacements will be installed at time of removal.
- All holes will be filled with clean fill dirt up to surface level at the removal of each palm tree.
- All debris will be hauled away by Palmscapes by Design, Inc. at time of each palm tree removal.
- Work area will be kept clean at all times.
- (38) palm trees will be removed and (38) 4' grey wood Royal replacement palms will be installed within 6 months of signed agreement between Palmscapes By Design, Inc and the City of Treasure Island.
- Palmscapes By Design, Inc will trim and fertilize the (38) palm trees to be removed until the third stage of (12) palm trees is removed.

Palm Diseases Caused by Phytoplasmas: Lethal Yellowing and Texas Phoenix Palm Decline

Monica L. Elliott and Nigel A. Harrison

University of Florida, IFAS, Fort Lauderdale Research and Education Center

July 2007

Until recently, the only Florida palm disease caused by a phytoplasma was lethal yellowing. In October 2006, a second phytoplasma disease was confirmed in west-central Florida (Sarasota to Tampa). This article describes the new disease and provides an update on the spread of lethal yellowing. Photos referred to in this article are located at:

http://flrec.ifas.ufl.edu/palm_prod/ly-tp.shtml

Lethal Yellowing Update

Lethal yellowing, often referred to as LY, is described in detail in the UF/IFAS Extension document located at <http://edis.ifas.ufl.edu/PP146>, which is being updated to reflect the information below. The disease was first observed in Florida in the 1970s. Currently, there are 36 palm species known to be susceptible to lethal yellowing. *Cocos nucifera* (coconut), *Adonidia merrillii* (Christmas palm), *Phoenix dactylifera* (date palm) and *Pritchardia* spp. are highly susceptible and are not recommended for widespread landscape use in areas where LY is known to occur.

Historically, LY has occurred only in the southern one-third of Florida, presumably because the planthopper vector (*Myndus crudus*), which spreads the phytoplasma, is not cold hardy. The disease had not been observed on the west coast of Florida north of Lee County until this year (2007). In May, the disease was confirmed in Sarasota County where two *Phoenix canariensis* (Canary Island date palm) were affected. Both palms were originally planted in this landscape site about 20 years ago. Spread of the disease may be a consequence of mild winters during the last decade, thus allowing *Myndus crudus* to spread and persist further north in the state.

Texas Phoenix Palm Decline

In late 2006, in the Ruskin/Apollo Beach/Balm area, *Phoenix* palms with LY symptoms were sampled. DNA analysis determined the palms were infected with a phytoplasma related to, but genetically distinct from, the one that causes LY. The signature DNA sequence obtained from this new strain was a perfect match to the signature of a phytoplasma known to cause Texas Phoenix palm decline disease on *P. canariensis* (Canary Island date palm) in the Corpus Christi area of Texas.

The presence of this new phytoplasma strain has been confirmed in symptomatic *P. canariensis*, *P. dactylifera* and *P. sylvestris* in landscape and field nursery sites from Sarasota County to Hillsborough County. It is not known when this phytoplasma arrived on Florida shores, but it was probably before the hurricane seasons of 2004/2005, as it would take considerable time for both the pathogen and vector populations to increase to significant levels. The phytoplasma was probably

moved from Texas to Florida via an infected vector, as very few, if any, mature Canary Island date palms are moved from southeast coastal Texas to Florida.

The vector of this new phytoplasma is unknown, but it is unlikely to be the plant hopper *Myndus crudus*. In the one insect survey conducted by the Texas Department of Agriculture in the Rio Grande Valley where Texas Phoenix decline was active, *Myndus crudus* was rarely found. However, several other candidate planthopper species that could vector the phytoplasma were found in abundance.

Thus far, the known susceptible hosts for Texas Phoenix decline phytoplasma are *Phoenix* species, specifically *P. canariensis*, *P. dactylifera* and *P. sylvestris*, and *Syagrus romanzoffiana* (queen palm). A discussion regarding queen palms occurs later in this article. At one landscape site in Sarasota County, two *P. canariensis* were infected with the lethal yellowing phytoplasma while a third *P. canariensis* was infected with the Texas Phoenix decline phytoplasma. Whether a palm can be co-infected with both phytoplasmas is not known. How far and how quickly Texas Phoenix decline will spread (both north, south and inland) is unknown. Since movement of palms occurs widely in Florida, it will not be surprising if people help to spread the disease, unknowingly, by moving vector and infected hosts.

The symptoms of this new disease appear to be exactly the same as those associated with lethal yellowing of *Phoenix* species. The first obvious symptom on mature palms is a premature drop of most or all fruits (Figure 1). Inflorescence (flower) necrosis (death) follows (Figure 2). However, these two symptoms will only be observed if the palm is mature enough to produce fruit, it is the season for flowering and fruiting, and if no one has trimmed the flowers or fruits from the palm.

The next symptom is discoloration of the foliage, beginning with the oldest leaves. The leaves do not turn yellow (or do so briefly), but quickly turn varying shades of reddish-brown to dark brown or gray (Figure 3). The discoloration begins at leaf tips (Figure 4). The onset of leaf discoloration is usually first recognized as a greater number of dead lower leaves than would be normal. This symptom might be confused with other problems such as early senescence due to nutrient deficiency (e.g., potassium) or Ganoderma butt rot. If someone is continually removing these dying or dead leaves (nobody likes an untidy palm!), even this symptom may not be obvious.

When less than one-third (and usually less than one-quarter) of the oldest leaves have discolored and become necrotic, the spear leaf dies (Figures 2, 5 and 6). This indicates the apical meristem (bud or heart) has died. Once this has occurred, there will be no further development of new leaves. The remaining leaves continue to discolor from the oldest to the youngest leaves. Usually by the time the apical meristem dies, mature roots of palms at or near the soil surface are unusually soft in texture and are easily broken. The palm can be easily rocked back and forth in the ground because the root system is decaying. This symptom is not typical for palms affected by lethal yellowing.

While you would think it would be fairly obvious when the spear leaf dies, it isn't. *Phoenix* species have numerous leaves surrounding the spear leaf. Unless you see the spear leaf is dead (Figure 2 and 5) or find it hanging from the canopy (Figure 7) or on the ground, you will probably need to physically examine the canopy up close to determine if a healthy spear leaf is present or not (Figure 8). Also, we have observed that the young spear leaf on Canary Island date palms is often enclosed in a sheath that is brown and very thin (it tears like paper). Do not confuse this brown sheath for a dead spear leaf.

To confirm a field diagnosis of Texas Phoenix decline with a laboratory test, contact Dr. Monica Elliott (melliott@ufl.edu) for **complete** sampling and mailing instructions and current cost. Briefly, like all phytoplasmas, the Texas Phoenix decline phytoplasma cannot be cultured, so laboratory diagnosis relies on molecular techniques. Sampling is accomplished by boring into the trunk – this requires a drill with a long, large diameter drill bit. The current cost is \$75 per sample, same as it is for lethal yellowing. Do not ship samples without first obtaining the **complete** set of instructions. The quality of the sample is critical for an accurate diagnosis.

Management of Texas Phoenix decline will be similar to that for lethal yellowing (see <http://edis.ifas.ufl.edu/PP146>), with chemical control based on application of the antibiotic oxytetracycline HCl (often referred to as OTC). If the spear leaf has died, the palm should be removed as soon as possible for two reasons. First, death of the spear leaf indicates the apical meristem (bud) has died, so no new growth will occur. Second, the diseased palm serves as a source of the phytoplasma that can be transmitted to healthy *Phoenix* palms by an insect vector. If the spear leaf has not died, therapeutic treatment with OTC injections every four months may be recommended. The antibiotic can also be used preventively to protect palms when Texas Phoenix decline is known to occur in the area. There is only source of this EPA-registered product, TreeSaver®. The company's web site is <http://www.palmtree saver.com/>.

As with lethal yellowing, disease management of Texas Phoenix decline via control of the vector population would not be recommended, especially since the vector is unknown at this time. Use of host resistance represents the most practical long-term solution. However, the complete palm host range of this phytoplasma is not known.

Two juvenile queen palms were diagnosed with the Texas Phoenix decline phytoplasma. Extensive root decay early in disease development was a common symptom to both palms. Leaf necrosis was exhibited on the lowest leaves first and continued upward through the canopy, with the spear leaf being the last leaf to die. Both palms were in a *Phoenix* palm grove where the Texas Phoenix decline disease was occurring in high frequency. Thus, proximity to high levels of pathogen and vector may account for these two diseased palms. The symptoms observed were distinctly different from *Fusarium* decline, another new disease of queen palms. See http://edis.ifas.ufl.edu/palm_prod/pdfs/New-Disease-Queen-Palms-Mexican-Fan-Palms-July.pdf for information on this disease.

PHOTOS: Palm Diseases Caused by Phytoplasmas: Lethal Yellowing and Texas Phoenix Palm Decline

Download: [Palm Diseases Caused by Phytoplasmas: Lethal Yellowing and Texas Phoenix Palm Decline](#)



Figure 1. Premature fruit drop is an early symptom of Texas Phoenix palm decline. Virtually all the fruit drops at one time. (full-res image)



Figure 2. Death of the inflorescence (flowers) is an early symptom of Texas Phoenix palm decline. This photo also illustrates a dead spear leaf (youngest leaf that has not unfolded), which is tan and not green. [\(full-res image\)](#)



Figure 3. Discoloration of the lowest (oldest) leaves is an early symptom of Texas Phoenix palm decline. [\(full-res image\)](#)



Figure 4. Discoloration of the leaves begins at the leaf tips. [\(full-res image\)](#)



Figure 5. *Phoenix sylvestris* exhibiting symptoms of Texas Phoenix palm decline. Note there are more dead lower leaves than would be normal for a healthy palm. Also, the spear leaf (youngest leaf that has not unfolded) is tan and not green. (full-res image)



Figure 6. Close-up of dead spear leaf in Figure 5. (full-res image)



Figure 7. Note the spear leaf has died and is hanging down from the canopy of this *Phoenix sylvestris* affected by Texas Phoenix palm decline. (full-res image)



Figure 8. The spear leaf has already died in this *Phoenix sylvestris*, and it has already broken off from the canopy. Unlike Figures 5-7, without a close examination of the bud, it would not be apparent that the spear leaf had died.

(full-res image)

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3205 College Ave., Davie, FL 33314-7799
Phone: (954) 577-6300 | Fax: (954) 475-4125 | Suncom: 459-6300

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID EN
PALMS-1

DATE (MM/DD/YYYY)
09/17/07

PRODUCER
MORROW INSURANCE GROUP
LENORA C. OLNEY/A196064
16606 NORTH DALE MABRY HIGHWAY
CARROLLWOOD FL 33618
Phone: 813-963-1669 Fax: 813-961-3743

INSURED

PALMSCAPES BY DESIGN, INC.
11967 US HWY 98
LAKELAND FL 33809

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Mid-Continent Casualty Co.	23418
INSURER B:	ZURICH INSURANCE COMPANY	16535
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	04GL000688396	09/13/07	09/13/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 1000000
		GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	SCP001901760	09/13/07	09/13/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		Equipment Floater Leased/Rented/Own	SCP001901760	09/13/07	09/13/08	Schedule If Any See below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
HYDRAULIC MACHINERY IS NAMED AS ADDITIONAL INSURED AND LOSS PAYEE WITH RESPECT TO 2006 FORD F750 VALUE 46,900 AND 2006 TEREX CRANE VALUE 52,600
\$1000 COMPREHENSIVE DEDUCTIBLE \$1000 COLLISION DEDUCTIBLE

CERTIFICATE HOLDER	CANCELLATION
HYDRAUL HYDRAULIC MACHINERY 5024 N. 56TH STREET TAMPA FL 33610	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Stennis M. [Signature]</i>

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



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Detail by Entity Name

Florida Profit Corporation

PALMSCAPES BY DESIGN, INC.

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Principal Address

11885 US HWY 98 N
LAKELAND FL 33809

Changed 10/05/2006

Mailing Address

11885 US HWY 98 N
LAKELAND FL 33809

Changed 10/05/2006

Registered Agent Name & Address

WAKEFIELD, STACIE S
11885 US HWY 98 N
LAKELAND FL 33809 US

Name Changed: 05/10/2007

Address Changed: 05/10/2007

Officer/Director Detail

Name & Address

Title P

WAKEFIELD, STACIE S
11885 US HWY 98 N
LAKELAND FL 33809

Annual Reports

Report Year Filed Date

2005	06/07/2005
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05/10/2007 -- ANNUAL REPORT

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06/07/2005 -- ANNUAL REPORT

03/30/2004 -- Domestic Profit

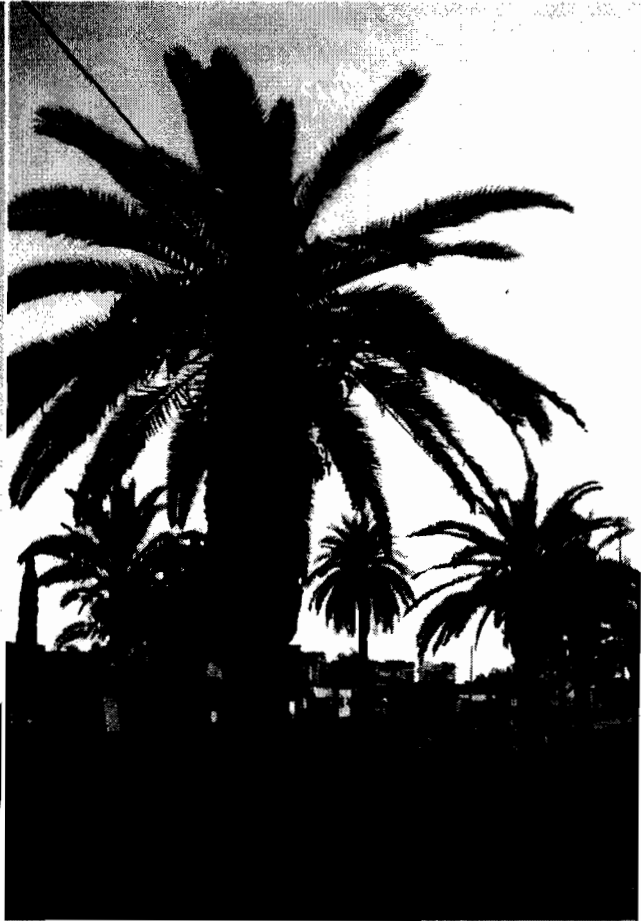
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Row of palm trees in a plantation.











CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

December 18, 2007

Item No. I-5

DATE: December 7, 2007

TO: Reid Silverboard, City Manager

FROM: Lynn Rosetti, AICP, City Planner

SUBJECT: Resolution 08-2, Adoption and Transmittal of the Evaluation and Appraisal Report for the City's Comprehensive Plan to the State Department of Community Affairs

Attached is a copy of Treasure Island's Evaluation and Appraisal Report (EAR) for the City's Comprehensive Plan for adoption and transmittal to the Florida Department of Community Affairs as required by Florida's Growth Management Act.

The Growth Management Act requires that each jurisdiction prepare and evaluation and appraisal report every seven years. The purpose of the EAR is to provide an evaluation of the Treasure Island Comprehensive Plan and how it has responded to changes to the community vision of itself, trends, conditions, and circumstances; changes in state/regional/local growth; and changes needed to comply with legislation adopted since the last plan adoption. The EAR is the first step in updating the Comprehensive Plan and is intended to address the following:

- Identify major issues for the community.
- Review past actions in implementing the Plan since the last EAR.
- Assess the degree to which Plan objectives have been achieved.
- Assess both successes and shortcomings of the Plan.
- Identify ways the Plan should be changed.
- Ensure intergovernmental coordination.

During the drafting and development of this Report the City held several workshops with the PZB/Local Planning Agency (LPA) and invited the public to provide input. In addition the City representatives attended multiple workshops with the County and other Cities and with State and Regional agencies.

The Local Planning Agency (LPA) has been involved with the development of this EAR through the identification of issues and concerns relating to Comprehensive Plan objectives, and through their review and public hearing on this document. At its meeting on December 5, 2007, the LPA recommended that the City Commission adopt and transmit the EAR to DCA for its review.

The major issues that were developed by the Local Planning Agency, City Commission, and the community relate to the overall sufficiency of the existing Comprehensive Plan objectives and are listed below. These issues are further explained in Chapter Two of the Evaluation and Appraisal Report.

- *EAR Issue #1 – Are Treasure Island’s Comprehensive Plan objectives adequate to encourage quality mixed use development within the mixed use and commercial land use district?*
- *EAR Issue #2 – Do Treasure Island’s Comprehensive Plan objectives adequately provide for the beach dune system retention, rehabilitation, and maintenance?*
- *EAR Issue #3 – How can Treasure Island ensure better stormwater drainage treatment and retention adequacy especially in relationship to single-family residential properties?*
- *EAR Issue #4 – Are Treasure Island’s nonconforming land use objectives adequate especially in relationship to existing verses allowable density?*

Before the EAR can be transmitted to DCA, the City Commission must hold a Public Hearing on the proposed EAR. This Public Hearing will be scheduled for the January 15, 2008 Commission meeting.

A draft resolution to adopt and transmit the EAR to the Florida Department of Community Affairs and other required local, regional and State review agencies is attached for the Commission’s consideration.



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RESOLUTION NO. 08- 02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT FOR THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN; STATING THE INTENT OF THE CITY COMMISSION TO AMEND THE COMPREHENSIVE PLAN BASED UPON RECOMMENDATIONS CONTAINED IN THE REPORT; AND APPROVING TRANSMITTAL OF THE REPORT TO THE DEPARTMENT OF COMMUNITY AFFAIRS IN ACCORDANCE WITH SECTION 163.3191, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Growth Management Act requires periodic evaluation of the status of implementation of the adopted Comprehensive Plan; and

WHEREAS, such analysis provides the City the opportunity to assess the effectiveness of Comprehensive Plan policies and to develop approaches to growth management issues; and

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to adopt needed amendments to ensure that the plan provides appropriate policy guidance for growth and development; and

WHEREAS, the Local Planning Agency has reviewed the attached Evaluation and Appraisal Report reflecting its issues and concerns and recommends that the City Commission adopt and transmit this evaluation and appraisal to the State of Florida Department of Community Affairs; and

WHEREAS, the City Commission has reviewed the attached Evaluation and Appraisal Report, held an advertised public hearing, and provided for comments and public participation in the process in accordance with the requirements of state law and finds it to be accurate, complete, and consistent with the public interest; and wishes to adopt this evaluation and appraisal report; and

WHEREAS, the City is required to transmit this Evaluation and Appraisal Report to the State of Florida Department of Community Affairs and other local, regional and State agencies for review;

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

Section 1. The City Commission does hereby adopt the Evaluation and Appraisal Report for the City of Treasure Island Comprehensive Plan, attached here as Exhibit A.

Section 2. The City Commission does hereby state its intention to amend the City of Treasure Island Comprehensive Plan in accordance with the recommendations contained in the Evaluation and Appraisal Report.

Section 3. The City Council does hereby approve transmittal of the Evaluation and Appraisal Report to the Department of Community Affairs and other local, regional and State agencies for review for the purpose of a sufficiency review in accordance with Section 163.3191, Florida Statutes.

Section 4. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 15th day of January 2008 by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

Mary H. Maloof, Mayor

ATTEST:

Dawn Foss, City Clerk



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

December 18, 2007

Item No. I-6

DATE: December 7, 2007

TO: Reid Silverboard, City Manager

FROM: Mark Santos, Information Technology Director

SUBJECT: Contracting with Pinellas County Utilities for Utility Billing Feasibility Study

Staff is challenged with continually searching for ways to cut cost and at the same time look for ways to better serve the public. We currently are amidst a major project; replacing our financial system. Working this project has shown us many things... We have looked at old process, new process, and just different ways to do business. One process stood out as a process that could be handled better or at least more efficiently and would be a more cost effective solution - Utility Billing (Sewer, Solid Waste and Stormwater).

Summary discussion:

Currently, the Pinellas County Utilities provides the following Billing services to the City residents:

- Water
- Reclaimed Water

This report will study the feasibility to contract with the Pinellas County Utilities to provide for all Treasure Island Utilities, to include the above and:

- Sewer (Base and Volumetric)
- Solid Waste (Refuse and Recycling)
- Storm Water
- Special Pickups

The scope of this study had three (3) distinct cost entities;

1. The cost of providing this service.
2. The cost of contracting this service with Pinellas County Utilities.

3. The cost of upgrading our current system to provide this service.

The first challenge that was identified was one of timing. If contracting to the County for Utility Billing is feasible;

- Do we continue with the installation of the new Billing Module from Incode?
 - Note: The new Utility Billing Module is a substantial portion of the Finance System Budget with a cost of approximately \$31,000.
- If we install the module, we are not eligible for a refund should we later contract out utility billing.
- If we do not install the module, by contract, we may choose not to purchase the module, but we will pay a 25% license cancellation fee of approximately \$1,806.

Currently, we are tentatively scheduled for the installation of the new Utility Billing module in February 2008.

The other concern is that we have to maintain the old finance server. This server is about ten years old and is at the end of its useful life. If we keep Utility Billing in-house, we will maintain the old system through at least March 2008. If we contract with the County, AND get on their schedule first, we will maintain the old system through March/April 2008. If we contract with the County, but do not get the first slot on their schedule, we do not have a start time estimate; however, it will substantially increase the time we must run and maintain both old and new Finance Systems.

The Study:

Finance Director Ruth Chapman and I met with the County and discussed:

- The ability of the County to take on our Utility Billing.
- The Fee structure for this service.
- The cost of implementing this service.
- The contract process.
- The time line to implement this contract and service.
- What we would need to provide to the County.
- What the City's recurring responsibilities would be.

The ability of the County to take on our Utility Billing.

Currently, the County is implementing a new billing system. The new system will have the capacity to allow them to add us. The challenge is that the County has contracted this new system to be developed and implemented by a software

vendor. Their current system was developed and maintained by County staff. They are in the process of migrating to the new system. They expect to have the new system running in January. Testing and acceptance should be completed in February. Any additions to the system will be billed to the County and will become the responsibility of the new customer.

The Fee Structure for this service.

The Fee Structure currently in place will remain in effect. It was noted that these fees have remained the same for many years and will need to be reviewed and will probably be raised. However, they do not anticipate any raise in fees in the near future. The current fee schedule is attached.

The cost of implementing this service.

The County's software vendor will review our data and provide a 'cost' to add us to their system. This will be a one-time fee. The County cannot absorb this cost. If they did, the cost would be shared with the other cities that have current contracts for this service, for a cost that is only a benefit to Treasure Island. (This will apply to all new contracts or changes in current contracts that will require the vendor to modify the software.)

The Contract Process.

The County has provided a draft contract for our review. The draft will need to be reviewed by both the City and County legal departments. The contract will have to be approved by resolution and sent to the County Commissioners for their approval by resolution.

Timeline.

The timeline will be affected by two factors: the contract and resolution process and the timeline of the County's implementation of their new system. Currently, the County anticipates that it could implement Treasure Island at the beginning of the 2nd Quarter of 2008. Realistically, the time needed to execute the contracts and pass the resolutions through both commissions is two to three months. The County will hold our position in their schedule if notified that our intentions are to proceed with the contract.

What we would need to provide to the County.

The County currently has most of our base information, as they are currently billing for water and reclaimed water. We would have to compare their data with our data and confirm or change the data as needed. This will be a manual process. We will have to convert some of our rate/fee structures to conform to their billing process (not the amount of the rate/fee). We will have to provide methodologies and formulas for some of our rates. There will be some items that cannot be directly automated, such as special pickups. We, with the County, will have to create a process to notify the County when these occur so they can be billed properly.

What are the City's recurring responsibilities?

The City will always have some responsibilities in the Utility Billing process, such as 'Special Pickups', maintaining reporting mechanism for accountability and audits and providing limited customer support.

Cost:

There will be a one-time conversion fee; billed to the City (the amount has not been determined as of this date). This fee will be presented to our Commission in the form of a resolution. The contract execution will be dependent on the Commission approval of this fee.) This fee is a pass-through fee, by the County's software vendor, for this conversion/additions process. The County will not add overhead cost to the fee. While the fee will have to be paid in full before the execution of the contract, the cost should be amortized over the length of the contract for this exercise.

Estimated Contract Billing Costs:

Using the attached rate schedule and using the number of billed customers as of the last billing cycle, we have provided the estimate below. Currently all customers will be in Category A.

The two options to handle this cost:

1. Pass the fee directly to the customer , which in most cases would be \$0.81 per bill
2. Absorbed the entire cost, which is approximately \$11,750 per year.

	Custo mers	Rate	Per Billing Cycle (6)	Per Year
Solid Waste & Recycle	2394	.27	\$646.38	\$3878.28
Sewer Base & Volume	2425	.27	\$654.75	\$3928.50
Stormwater	2432	.27	\$656.64	\$3939.84
Estimated Contract Billing Costs Current Rate:			\$1,957.77	\$11,746.62

Cost Benefits:

The initial savings are directly related to our new Finance System. As stated, we are scheduled to implement the Utility Billing module of our new system in 2008. The cost of this module is approximately:

- Utility Software License Fee- \$5,525
- Conversion - \$10,095
- 1st year Software Maintenance - \$1,625
- Hardware Interface License Fee - \$1,700
- 1st year Hardware Maintenance - \$500
- Implementation & Training - \$11,760
- Total Cost = \$31,205

Note: If we elect not to install this module, we will be liable for a 25% license cancellation fee, or \$1806.25, per our contract.

We need to purchase three (3) Additional modules for the new Finance System, for a total of \$8,150:

1. Secure Signature - \$1,000
2. Laserfiche Add-In - \$2,480
3. Time and Attendance - \$4,670

Tyler Technologies has agreed, that if we cancel the Utility Billing module, that they will forgive us the cancelation fee in lieu of the Change Order fee.

We propose that funding for the additional modules and the County software conversion be funded by the cost savings from the canceling the Utility Billing Module. The funding source for our Finance System is LOISS.

Annual Savings:

Hard Cost:

- Savings in yearly hardware and software Maintenance fees - \$2,125
- Savings in Postage (approximate) - \$5,000

Soft Cost:

- Savings in man-hours - 1,500 - 2,000 per year.
Note: This is in man-hours, not dollars.

Other benefits to the customer:

- Elimination of the City's portion of any fees that were doubled, such as a shut-off fee.
- Less confusion for the customer on utility bills.
 - All of the utilities will be on one bill.
 - One source (the County) to go to when there are problems or changes.

Items to take note of:

- Revenue differential (in Cash Flow) the first Billing cycle when changeover occurs.
 - The City currently bills solid waste and recycling in advance, and sewer in arrears.
 - The County will bill all in arrears.
 - Thus, the first billing cycle, the County will not bill for solid waste and recycling because we already billed for it in the last cycle. This means that we will see a cash flow decrease in this cycle for that amount. The next cycle, the County will bill for all services and our cash flow will be normal.
 - There is no loss in revenue.

Staff Recommendations:

Staff recommends approval of a resolution that will:

- Modify the Finance System Project plan to reflect the Contracting of Utility Billing to the County, replacing the Utility Billing module.
- Cancel the installation of the Utility Billing module in the new Finance System.

- Approve substituting the three (3) additional modules for the new Finance System noted above in lieu of the cancellation fee for a total of \$8,150.
- Start contract process with the County for Utility Billing assuming:
 - The conversion fee is acceptable.
 - The intent of the draft contract is acceptable.

The net result of these actions:

- The addition of the County's conversion/setup fee, in the project budget will be offset by the monies saved by eliminating the new Utility Module.
- The net cost of the total project will be the same, or more likely less than what was budgeted.
- If the suggested timeline is met, the 1st years 'hard cost' savings could be included in our FY08-09 budget process.
- Staff will purchase the three modules from Incode consisting of, Secure Signature, Laserfiche Add-In, and Time and Attendance with the residual funding from the project.

C. Monthly Meter Service Charges

The monthly meter service charge applicable for wholesale accounts for meter maintenance, meter reading, telemetry charges, billing and accounting are as follows:

<u>Meter Size</u>	<u>Monthly Service Charge</u>
3/4"	\$ 1.00
1"	1.60
1-1/2"	2.35
2"	3.25
4"	10.00
6"	18.00
8"	32.00
10"	50.00
12"	70.00
16"	120.00
20"	180.00
Over 20", or other types	Consult Office

Unpaid accounts will become delinquent thirty (30) days after the date of billing. Simple interest at 1% per month will be charged on delinquent accounts.

D. Meter Connections

The Water System shall maintain water meters and backflow devices at connection points approved by the Water System. The cost of furnishing, installing or relocating the meter and backflow devices and a monthly maintenance charge including telemetry costs shall be paid by the customer. The customer shall install and maintain all piping downstream from the meter connection. Meters and meter installation design must be approved by the Water System before construction.

E. Eligibility

Eligibility for a wholesale rate shall be purchase of water by a governmental entity for resale to its retail customers with total consumption as stipulated in the individual Agreements.

XVI. CONTRACTUAL CUSTOMERS

The Pinellas County Water System has contracted with various local municipalities and private utilities to provide billing services. These services shall be billed at the following rates:

Category A - Active Water Accounts
27¢ for each utility service
(sewer/refuse/utility tax)

Category B - Inactive Water Accounts
45¢ for first service
(sewer/refuse)
27¢ for secondary service

Category C - No Water Account
68¢ for first service
(sewer/refuse)
27¢ for secondary service

AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ___, _____ by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as "County"), and the **CITY OF TREASURE ISLAND**, (hereinafter referred to as "City"), a municipal corporation, of the State of Florida.

WHEREAS, the City desires the County to include the City's charges for the services of the City's sewer system, refuse collection and Stormwater fee on the same bill as that of the County for water services furnished to users of the City's sewer system, refuse collection and Stormwater utility service.

NOW, THEREFORE, the parties hereto do hereby covenant and agree as follows:

1. Pinellas County agrees to supply the City an initial list of all water consumers together with the name, address, account number and pertinent information on each water consumer. Said list to be supplied at such time as requested by the City.

2. The City agrees to:

a. Furnish the County the separate amounts to be charged to each said water consumer for sewer, refuse and stormwater utility services.

b. Notify the County in writing no less than days in advance of the implementation date of subsequent rate changes for the City's sewer, refuse and stormwater utility services.

c. Should the City choose to modify a rate formula, they will notify the County in writing no less than days in advance of the formula change.

3. The City agrees to amend said list of consumers by noting any additions, deletions or changes therein on the 25th of each month prior to the regular bimonthly billing for water service.

4. The County agrees to collect said sewer, refuse and stormwater utility charges bimonthly and further agrees to enforce said collections by the discontinuance of water service within the limitations of the laws of the State of Florida and the policies of Pinellas County, to said

customers for nonpayment in full of water and/or sewer charges until all such services are paid in full, including the turn-off charge, which charge will be deposited into the funds of Pinellas County Utilities. In the event a customer does not pay in full for their refuse and stormwater charges, the County will continue to leave water service active even though said customer has failed to pay charges in full for refuse collection and/or stormwater utility service.

5. The County further agrees for INACTIVE ACCOUNTS (water service off) that:

a. In the event said sewer charges only, imposed against said INACTIVE ACCOUNT, are not collected periodically as billed, that water service, when requested, and within the limitations of the State of Florida, will be withheld until such time as said account is paid in full.

b. In the event that said refuse charges and stormwater utility charges on INACTIVE ACCOUNTS are not paid in full, at the customer's request, the County will activate water service and all subsequent collection activities for said delinquent unpaid charges will be performed by the City.

6. The County agrees to maintain all proper records for said sewer, refuse and stormwater charges collected. The County will provide the City with a ~ detail listing of sewer, refuse and stormwater billing and payment transactions, for the purpose of providing the City with a means of reconciling those funds collected weekly.

7. The County will prepare bimonthly an accounts receivable listing of all City sewer, refuse and stormwater accounts including current unpaid balances. The County will bill the cost of these listings to the City for any costs incurred by the County on behalf of the City. This charge will be combined with the monthly invoice to the City for the fees billed as set forth in Section 11.

8. The County will prepare weekly the necessary documentation to disburse to the City the receipts collected from the prior week.

9. a. The City agrees to adopt such ordinances as shall be required to make collection of said sewer, refuse and stormwater utility charges legal and binding upon the residents of the City. The City shall cooperate and assist in said collection by assuming direct responsibility for answering to the residents of the City for the reasons and necessity for said sewer, refuse and stormwater utility charges as established or as may be amended from time to time.

b. The City agrees to comply with all public notification requirements for public hearings to amend rates in accordance with FS 180.136.

c. The City can rely on the County to include notification of public hearings in Utility statements sent to the city's customers. The City agrees to pay the cost of printing notices and incremental postage costs for insertion of such notices in the County's bills.

10. The County agrees to perform this service for the City for all accounts eligible for the standard bimonthly billing and collection routine but reserves the right to discontinue billing for the City on any accounts which, through arrangements made by the City, become irregular in their payment schedule; or, become involved in a dispute or in litigation with the City. These particular account arrearages will be deleted from the County's billing system and current billings discontinued until such time as the dispute is resolved to the County's satisfaction between the City and the City's sewer, refuse and stormwater utility services user.

11. The County agrees to perform the aforementioned billing and collection service on all accounts (single service or combined services) at the current rate as set by the Board of County Commissioners in Resolution No. 87-370. The Board of County Commissioners may increase this rate from time to time to cover increased processing costs, after thirty (30) days written notice to said City, which written notice shall satisfactorily demonstrate the reasons for said increase.

12. This Agreement shall be binding on both the County and the City. The City may terminate this Agreement at any time by notifying the Board of County Commissioners at least sixty (60) days prior to said intent of termination and, further, the Board of County Commissioners may terminate said Agreement by giving notice of intent at least six (6) months prior to termination date.

13. The City shall maintain insurance coverage, for the duration of this Agreement, equivalent to or better than the current coverage as evidenced by the Certificate of Insurance issued, as shown in Attachment A.

14. Auditing rights. The City reserves the privilege of auditing the County's records as such records relate to this billing service between the County and the City. Records shall be maintained for three (3) years from the date of final payment.

15. The City hereby covenants and agrees to investigate, at its own expense, all claims of every nature brought by any City utility customer, or any other third party, against County in any way arising out of this Agreement.

IN WITNESS WHEREOF, said Pinellas County, a political subdivision of the State of Florida, by and through its governing body the Board of County Commissioners, and in its behalf by the Chairman of said Board of County Commissioners, has caused its official seal to be hereunto affixed and attested by the Clerk of said Board of County Commissioners, and the City by and through its City Commission, has caused this Agreement to be executed in its name and on its behalf by its City Clerk, and its corporate seal to be hereunto attached, the day and year first above written.

ATTEST:

KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman, Board of County Commissioners

ATTEST:

CITY OF TREASURE ISLAND
PINELLAS COUNTY, FLORIDA

By: _____
Dawn Foss
City Clerk

By: _____
Mary Maloof
Mayor

Approved as to form:

Approved as to form and correctness:

By: _____

By: _____



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

December 18, 2007

Item No. I-7

DATE: December 10, 2007

TO: Reid Silverboard, City Manager

FROM: Charles J. Fant, Fire Chief

SUBJECT: Res 08-01, Purchase of 800 MHz Radios for Fire Department

The Fire Department has budgeted for the purchase of three 800MHz portable radios to replace outdated equipment. The radios are designed to meet the specifications of the Pinellas County Emergency Communications System and are available for purchase on a Pinellas County contract with Motorola Communications.

\$12,080 is budgeted in FY 2007-2008 Fire & EMS budget in account #5220-56490. An attached quote for purchase of three Motorola XTS5000 Model II portable radios and three spare batteries is \$10,995.



Suncoast Communications & Electronics, Inc.

ADDRESS REPLY TO:

3195 Tech Drive North
St Petersburg, Florida 33716
(727) 571-1110
(727) 571-1102 Fax
www.suncoastcomm.com

December 7, 2007

Chief Charles Fant
Treasure Island Fire Department
180 108th Avenue
Treasure Island, Florida 33706-4702

Dear Chief Fant,

Per your request, the following is Motorola's price for the units we discussed today.

3-H18UCF9PW6N-Motorola XTS5000 Model II Portable	\$3613.00ea.	\$10,839.00
3-NTN8923AR-Spare Nickel Metal Hydride Battery	\$2.00ea	156.00
Chargers (if required) NTN1667	\$85.00ea	
1-AO4DTS5962BA - Advisor II Pager		214.00
	Total	\$11,209.00

These prices are from the Pinellas County Radio Contract with Motorola.

All purchase orders are made out to Motorola.

If you need any further information please let me know.

Sincerely,

Tom Herron

Suncoast Communications & Electronics Inc.

RESOLUTION NO. 08- 01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND AUTHORIZING THE PURCHASE OF 800MHZ PORTABLE RADIOS FOR THE FIRE DEPARTMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Fire Department has budgeted for the purchase of 800MHz portable radios to replace outdated equipment; and

WHEREAS, the portable radios are necessary in order provide communications for the Fire Department; and

WHEREAS, the radios meet the specifications of the Pinellas County Emergency Communications System and are available for purchase under a contract between Pinellas County and Motorola Communications.

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

1. The purchase of three Motorola XTS5000 Model II portable radios at the unit price of \$3,613 each and three spare batteries, at the unit price of \$52 each, for a total of \$10,995 is authorized.
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 15th day of January 2008 by Commissioner () who moved its adoption; was seconded by Commissioner () and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

Mary H. Maloof, Mayor

ATTEST:

Dawn Foss, City Clerk



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

December 18, 2007

Item No. I-8

DATE: December 12, 2007

TO: Mayor and Commissioners

FROM: Reid Silverboard, City Manager

SUBJECT: Res 07-75, Interlocal Agreement for One Cent Infrastructure Sales Tax

The latest version of the Interlocal Agreement for the Infrastructure Sales Surtax for the period January 1, 2010 to December 31, 2020 has been submitted by the County Administrator for execution by each of the municipal jurisdictions in Pinellas County. The Interlocal Agreement contained in the agenda packets for this meeting has been revised as a result of recommendations from several City Attorneys. These revisions include amending the 4th whereas clause to reflect the referendum approval for the "Penny for Pinellas" extension at the March 2007 election. Additional revisions included adjusting the start date for the 10-year extension period to begin on January 1, 2010 to conform to State Statute.

The County Administrator has requested that the attached Interlocal Agreement be executed by each participant and returned to the County. Therefore, a resolution authorizing the Mayor to execute the Interlocal Agreement has been placed on the Regular Commission Agenda for January 15, 2008. Projections of revenue from the County prepared in August 2006 indicate the City will receive approximately \$9.4 million dollars over the 10 year period of the penny surtax.

Recommendation

Staff recommends Commission approval of Resolution 07-75 approving the Interlocal Agreement and authorizing the Mayor to execute and return the Agreement.



OFFICE OF THE COUNTY ADMINISTRATOR

M E M O R A N D U M

TO: The Honorable Mayors and City Managers of Pinellas County

FROM: Fred E. Marquis, Interim County Administrator *FEM*

SUBJECT: Request to Execute Interlocal Agreement – “Infrastructure Sales Surtax”,
(Penny for Pinellas extension)

DISTR: The Honorable Chairman and Members of the Board of County
Commissioners
Jim Bennett, Interim County Attorney

DATE: November 26, 2007

This is a reminder that the County is continuing to coordinate the execution of the proposed Interlocal Agreement for the extension of the “Infrastructure Sales Surtax” (Penny for Pinellas) from 2010 to 2020. Several cities have already executed and returned the agreement.

The Interlocal, see attached, revises the agreement currently in place with updated time frames and distribution percentages for the period from January 1, 2010, to December 31, 2020. The agreement was finalized in accordance with the estimated revenue distributions provided to all stakeholders and the public prior to the vote for renewal.

Several cities and the county are interested in advance funding certain crucial projects in the upcoming Penny program to avoid inflationary costs and to benefit the public. In order to allow those jurisdictions to proceed with their financing options, and take advantage of low rates, all parties need to execute the agreement expeditiously. In this regard, please return the executed document to the County by January 11, 2008.

Thank you for your cooperation. If you have any questions regarding the document’s execution, please feel free to contact the Office of Management & Budget at 464-3596.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 200__, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the municipalities within Pinellas County as set forth on the signature pages attached hereto, hereinafter referred to as the "Cities."

R E C I T A L S :

WHEREAS, Section 212.055(2), Florida Statutes, authorizes the County to levy a local government infrastructure sales surtax of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval, to finance, plan and construct infrastructure as defined therein, and on November 7, 1989, the levy of the Infrastructure Sales Surtax for an initial ten (10) year period was approved by a majority of those voting on the question at a referendum; and

WHEREAS, as provided by Section 212.055(2), Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement, and the County and the Cities entered into an Interlocal Agreement dated September 19, 1989 providing for the distribution of the Infrastructure Sales Surtax, which expired January 31, 2000; and

WHEREAS, on March 25, 1997, the extension of the Infrastructure Sales Surtax for an additional ten (10) years was approved by majority of those voting on the question at a referendum, and the County and the Cities entered into an Interlocal Agreement dated August 6, 1998 providing for the distribution of the Infrastructure Sales Surtax, which expires on January 31, 2010; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the question of extending the Infrastructure Sales Surtax for an additional ten (10) years was approved by the electorate at a special election called for March 13, 2007; and

WHEREAS, pursuant to the request of the Florida Department of Revenue, the extension period was adjusted to begin on January 1, 2010, to comply with the requirements of Section 212.054(5), Florida Statutes, with collections of the Infrastructure Sales Surtax commencing on February 1, 2010 ("Commencement Date"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement which will run concurrently with the extended levy of the Infrastructure Sales Surtax, if approved, for the purpose of providing for the distribution among the County and the Cities as provided herein.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the County and the Cities agree as follows:

Section 1. CONDITION PRECEDENT

This Agreement shall be effective upon the satisfaction of the following condition precedent:

A. Each City shall furnish to the County evidence that its governing body has adopted a plan which specifies the infrastructure projects to be funded by that City's portion of the Infrastructure Sales Surtax ("Infrastructure Projects").

Section 2. DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX

A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.

B. During the term of this Agreement, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County for distribution in accordance with the terms of this Agreement.

C. The Net Proceeds shall be distributed between the County and the Cities within a reasonable time after receipt, as follows:

(1) Jail and criminal justice related facilities will be funded on a priority basis in the total amount of Two Hundred and Twenty Five Million Dollars (\$225,000,000.00) pro-rata over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it for any month, it shall apply to the funding of jail and criminal justice related facilities so much of such Net Proceeds as shall equal the lesser of (1) the Net Proceeds received by the County for such month, or (ii) an amount which, when added to all Net Proceeds so applied previously, will result in an average monthly funding of One Million Eight Hundred Ninety Thousand Seven Hundred Fifty Six and 30/100 Dollars (\$1,890,756.30) for such month and all prior months for which the County has received Net Proceeds during the term of this Agreement as provided in Section 4.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	52.3326%
Belleair	0.2969%
Belleair Beach	0.1180%
Belleair Bluffs	0.1619%
Belleair Shore	0.0052%
Clearwater	7.9761%
Dunedin	2.6907%
Gulfport	0.9297%
Indian Rocks Beach	0.3823%
Indian Shores	0.1298%
Kenneth City	0.3282%
Largo	5.2644%
Madeira Beach	0.3256%
North Redington Beach	0.1116%
Oldsmar	0.9931%
Pinellas Park	3.4393%
Redington Beach	0.1151%
Redington Shores	0.1692%
Safety Harbor	1.2869%
St. Pete Beach	0.7233%
St. Petersburg	18.2917%
Seminole	1.2868%
South Pasadena	0.4220%
Tarpon Springs	1.6751%
Treasure Island	0.5445%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION AND EFFECTIVE DATE

This Agreement may be signed in counterparts by the parties hereto. This Agreement shall take effect upon the last date of execution by a party to this Agreement, but in no event later than February 1, 2010.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, said levy being authorized for ten (10) years commencing on January 1, 2010.

Section 5. ANNUAL REPORTING REQUIREMENTS

Each City signing this Agreement shall annually file with the County its Capital Improvement Plan and shall identify therein any material changes in the Infrastructure Projects.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated August 6, 1998, which terminates on January 31, 2010.

Section 7. ABILITY TO PLEDGE

The parties' respective portions of the Infrastructure Sales Surtax may be pledged by the

County or the Cities to secure revenue bonds or other obligations as provided in Section 212.055(2), Florida Statutes.

Section 8. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 9. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

Section 10. FILING OF AGREEMENT

This Agreement shall be filed with the Clerk of the Circuit Court as provided in Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof, as of the day and year first above written.

ATTEST:
KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA, by and
Through its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chairman

[SEAL]

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: _____
Managing Assistant County Attorney

< ADDITIONAL SIGNATURE PAGES FOLLOW >

ATTEST:

CITY OF TREASURE ISLAND

By: _____
City Manager

By: _____
Mayor

RESOLUTION NO. 07-75

A RESOLUTION OF THE CITY OF TREASURE ISLAND CITY COMMISSION APPROVING THE INTERLOCAL AGREEMENT FOR LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX

WHEREAS, the voters of Pinellas County have approved a ten year extension of the local government infrastructure sales surtax by referendum on March 13, 2007; and

WHEREAS, the Pinellas County has drafted an Interlocal Agreement providing for the distribution of the proceeds of the Local Government Infrastructure Sales Surtax;

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

The Mayor is authorized to execute the Interlocal Agreement for the Local Government Infrastructure Sales Surtax.

The foregoing Resolution was offered during the Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 15th day of January, 2008 by Commissioner () who moved its adoption, was seconded by Commissioner (), and upon roll call the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

Mary Maloof, Mayor

ATTEST:

Dawn Foss, City Clerk