NOTICE AND AGENDA
CITY OF TREASURE ISLAND, FLORIDA
BOARD OF COMMISSIONERS
REGULAR MEETING
CITY HALL AUDITORIUM, 120 108TH AVE,
TREASURE ISLAND, FL 33706
MAY 21, 2019 AT 6:00 PM

Welcome to the City of Treasure Island Commission Meeting. If you wish to speak on a topic which is on today’s agenda, a speaker’s form [available in the rear of the room] must be completed and given to the City Clerk. Please do not address the Commission from your seat, but rather from the podium where your comments can be heard by all and recorded as required by Florida law. Unscheduled topics may be presented under the Public Comments section of the agenda.

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Larry Lunn Mayor
Deborah Toth Commissioner, District 1
Tyler Payne Commissioner, District 2
Saleene Partridge Commissioner, District 3
Heidi Horak Commissioner, District 4

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

1. Approval of May 7, 2019 Board of Commissioners Regular Meeting Minutes
2. Approval of May 7, 2019 Board of Commissioners Regular Workshop Minutes

G. CONSENT AGENDA

1. Southwest Florida Water Management District Cooperative Funding Agreement for East Treasure Island Causeway Best Management Practices - Project No. W296, Agreement No. 19CF0001750
2. Authorize the City Manager for the Execution of Purchase Authority up to $15,000 to MCCI for FY2019
3. Provide Staff permission to negotiate with the ranked Planning firms, established through the Request for Qualifications evaluation process

H. ITEMS OF BUSINESS

1. Ordinance No. 2019-06 Authorization to issue and validate a Non-Ad Valorem Revenue Note in the principal amount not to exceed $8,000,000 for the City Hall Purchase/Renovation Project
2. A variance request to increase the maximum height of the elevator shaft. - A variance request to increase the maximum building height. 12650 7th St. E.
3. A variance request to reduce the lot width requirement. 320 340 360 Capri Blvd.

I. 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 120 108th 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.
The meeting was called to order at 6:00 PM by Mayor Larry Lunn

A. PLEDGE OF ALLEGIANCE

Mayor Lunn led those in attendance in the Pledge of Allegiance.

B. ROLL CALL

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<th>Attendee Name</th>
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<td>Larry Lunn</td>
<td>Mayor</td>
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<td>Deborah Toth</td>
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<td>Commissioner, District 4</td>
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C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Commission consensus was to approve tonight's agendas as presented.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

1. Employee Recognition - Brian Harris

Mayor Lunn congratulated Mr. Brian Harris on 15 years of employment with the City of Treasure Island. He told him how much we appreciate his service to the City and presented Brian with a framed certificate of achievement and a gift of appreciation. Those in attendance stood while offering a round of applause. A picture with the Mayor, Mr. Harris and his family were taken.

RESULT: NO ACTION NECESSARY

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Former Mayor Mr. Julian Fant is an Isle of Palms resident. Mr. Fant expressed great appreciation for the dedicated ladies’ club, the Treasure Islettes. The Treasure Islettes founded in 1955 by the late Mrs. Ruth Herbert Dowling. The organization has raised and donated funds for so many community projects since their first donation of a life advanced support which saved many lives. He proudly announced that he is one of two Honorary Treasure Islette. Mr. Fant continued to express his thankfulness for their generous service to our community.

F. APPROVAL OF MINUTES

1. Approval of April 16, 2019 Board of Commissioners Regular Meeting Minutes
2. Approval of April 16, 2019 Board of Commissioners Regular Workshop Minutes

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

G. CONSENT AGENDA

1. Authorize the City Manager for the Execution of Purchasing Authority to Repair Guy One, LLC in the total amount of $39,500 for FY2019

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

2. Authorize the City Manager for the Execution of Purchasing Authority to Tyler Technologies in the total amount of $35,000 for FY2019

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

3. Authorize the City Manager for the Execution of Purchasing Authority to Atkins North America in the total amount of $73,495.86 for FY2019

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

4. Authorize the City manager for the Execution of Purchasing Authority to Apex Office Supply in the total amount of $20,000 for FY2019
RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

5. Accept Bid and Authorize the City Manager for the Execution of Purchasing Authority to Zambelli
   Fireworks in an amount not to exceed $25,000 for FY2019
RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

6. Accept City Manager Annual Performance Evaluation and Approve 4% Salary Increase
RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

7. Accept the FY 2018 Comprehensive Annual Financial Report
RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

H. ITEMS OF BUSINESS

1. Consider Acceptance of Net Profits from 20th Annual Golf & Tennis Challenge
Gulf Beaches Rotary Club, Event Chair Chuck Coward presented Recreation Director Cathy Hayduke
with $5,991 the net profits from the 20th Annual Gulf Beaches Rotary Club’s Golf and Tennis Challenge to
be used by the Recreation Department and Treasure Island Tennis juniors’ programs and activities.
RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

2. Consider Acceptance of Donation from American Legion Auxiliary Post 158
American Legion Auxiliary, John G. Doran Memorial Post 158, Vice President Daniel T. Poremba, Sr.
presented Recreation Director Cathy Hayduke with $2,000 to be used by the Recreation Department’s
Scholarship Fund for winter and summer camp participants.
3. Consider Acceptance of Donation from American Legion Post 158

American Legion Auxiliary, John G. Doran Memorial Post 158, Commander Daniel T. Poremba Sr. presented Recreation Director Cathy Hayduke, Fire Chief Trip Barrs, and Sergeant Dan Morton $8,500 to be used by the Recreation Department's Program Everybody Plays Fund in the amount of $2,500, Fire Department's, Treasure Island Fire Association (TIFA) Fund in the amount of $3,000, and Police Department's Treasure Island Police Association (TIPA) Fund in the amount of $3,000.

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

4. Consider Acceptance of Donation from Treasure Islettes

Treasure Islettes Treasurer Judy Koepkey presented Recreation Director Cathy Hayduke with $2,000 to be used by the Recreation Department's Scholarship Fund for winter and summer camp participants.

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

I. ADJOURNMENT

The meeting was adjourned at 6:20 PM.
The meeting was called to order at 6:32 PM by Mayor Larry Lunn

I. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan informed that results of some of the bills during recent legislative session.

HB3 and SB1748 Preemption of Local Occupational Licensing; Prohibiting certain local governments from imposing or adopting certain regulations on businesses and business entities on or after a specified date; specifying that certain regulations expire and may only be readopted or continue to be imposed after meeting specified criteria; specifying that specified specialty contractors are not required to register with the Construction Industry Licensing Board, etc. Preempts local government from issuing business licenses. HB3 had passed the House and its companion bill SB1748 was moving forward in the Senate. Senate indefinitely postponed and withdrawn from consideration.

HB693 and SB1000 Communication Services; Specifying limitations and prohibitions on municipalities and counties relating to registrations and renewals of communications service providers; prohibiting certain municipalities and counties from electing to impose permit fees; revising items over which municipalities and counties may not exercise regulatory control, etc. This bill would allow utilities, including 5G in the city's rights of way. The Senate Companion Bill SB1000 passed.

HB987 Public Lodging Establishments; Preempts to state regulation of vacation rentals; requires operator of vacation rental to maintain specified liability insurance; revises application requirements for vacation rental licensure; requires Division of Hotels & Restaurants of DBPR to make certain vacation rental license information available on its website; requires sexual offenders to register with local sheriff's office before arrival; requires notification to specified guests; requires online advertisements or postings of public lodging establishment to include certain information. The short term rental bill, passed the House but its Senate Companion Bill was postponed. It does appear that this measure has died for this year, it is expected to return next year.

City Manager Garry Brumback announced that Treasure Island's favorite street party, Rock Around the Clock, returns to the clock tower in downtown Treasure Island on Saturday, May 4, 2019. Music begins at 6:30 PM with Applebutter Express Duo and the Petty Hearts.

City Manager Brumback invited everyone to join members of the Treasure Island American Legion Post 158, Treasure Island Fire Department and Treasure Island Police Department as we dedicate our recently installed flag pole and thank local artist Suzanne Schiltz who donated her time to paint a patriotic themed mural on the side of the Police Department building. Treasure Island Police Department will demonstrate our newly purchased drone which was made possible through a $2,000 donation from the American Legion Post 158. Flag Dedication Ceremony scheduled for May 21, 2019 at 5:30 PM located at Treasure Island Public Safety Complex, 180 108th Avenue, Treasure Island, FL.

II. DISCUSSION

1. Authorize the Community Improvement Director to negotiate with the ranked Planning Firms

Purchasing Coordinator / Management Analyst Mike Munger informed the City Commission that the three (3) top Planning firms were chosen and ranked in order determined by the evaluation of the committee. City received four proposals from the Request for Qualifications 18-19-05 - Land Planning Zoning
Consultant Services. The top three planning firms were chosen and ranked. Mr. Munger asked City Commission to give the staff permission to negotiate with the Planning firms.

The top (3) three Planning firms in rank order were:

2. The Corradino Group
3. Stantec Consulting Services Inc.

The next step, following permission to negotiate with the Planning firms, staff would seek to obtain a signed contract with the top ranked firm and an associated fee for services. If the negotiation is unsuccessful, the staff will negotiate with the 2nd ranked firm; knowing at no time can the negotiation go back to the firm ranked #1. This process continues until a successful negotiation is completed.

Commission consensus was to give staff permission to negotiate with the Planning firms, in rank order determined by the evaluation committee.

RESULT: MOVED TO FUTURE MEETING  Next: 5/21/2019 6:00 PM

2. Authorize the City Manager for the Execution of Purchase Authority up to $15,000 to MCCI for FY 2019

Information Technology Director Mark Santos requested authorization from the City Commission to purchase of LaserFiche software maintenance support, training and technical support from MCCI in the amount of up to $15,000 for Fiscal Year 2019. LaserFiche houses the City's electronic records.

Commission consensus was to move this item forward to the Consent Agenda of the next regularly scheduled meeting.

RESULT: MOVED TO FUTURE MEETING  Next: 5/21/2019 6:00 PM

3. Ordinance 2019-06  Authorization to issue and validate a Non-Ad Valorem Revenue Note in the principal amount not to exceed $8,000,000 for the City Hall Purchase/Renovation Project

Finance Director and City Assistant Manager Amy Davis requested authorization from the City Commission that authorizes the issuance of the Note and initiates a bond validation process for the City Hall Purchase/Renovate Project in an amount not to exceed $8,000,000.

Commission consensus was to move approve Ordinance No. 2019-06 to authorize the issuance and validations of the Note in the principal amount not to exceed $8,000,000.00 for the City Hall purchase/renovate project.

RESULT: MOVED TO FUTURE MEETING  Next: 5/21/2019 6:00 PM

4. OLD BUSINESS

None

III. CITY COMMISSION REPORTS

Commissioner Toth wished a Happy Mother's Day and Happy Nurse's Day. She invited everyone to join the Isle of Capri Civic Association, Taco About It Potluck, meeting on Friday, May 10, 2019, 6:00 PM at the Treasure Island Community Center.
Commissioner Payne informed the Commission that the Suncoast League of Cities 2019 Legislative Awards Dinner will be held on May 18, 2019, 6:00 PM at the Fenway Hotel in Dunedin, FL. He announced that the Suncoast League of Cities 2019 Legislative Appreciation Award recipients were Senator Jeff Brandes, District 24, Senator Ed Hooper, District 16, Representative Ben Diamond, District 68, Representative Susan L. Valdez, District 62 and Representative Jennifer Webb, District 69.

Commissioner Partridge encouraged residents to check out a book at the Library Lending Machine, or to look into the many recreational opportunities at Treasure Bay Golf and Tennis facility including tennis, junior tennis camp, golf, foot golf and kick ball.

Commissioner Horak announced Sunset Beach Civic Association, Luau Potluck, meeting on May 16, 2019, 6:00 PM at the Sunset Beach Pavilion. Also, Caddy’s on the Beach will show the movie “Love in the Sun” (filmed partly around Treasure Island’s Sunset Beach) on May 29, 2019, 8:00 PM.

Mayor Lunn had no report at this time.

IV. PUBLIC COMMENT

None

V. ADJOURN

The meeting adjourned at 7:16 PM.
DATE: March 25, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Southwest Florida Water Management District Cooperative Funding Agreement for East Treasure Island Causeway Best Management Practices - Project No. W296, Agreement No. 19CF0001750

BACKGROUND

In October 2017, and revised in November 2017, the City’s engineering services contractor, Advanced Engineering & Design, Inc. (AED), submitted on the City’s behalf a Cooperative Funding Initiative Application to the Southwest Florida Water Management District (SWFWMD) for the incorporation of best management practices (BMPs) for the East Treasure Island Causeway Roadway and Drainage Improvements Project. On December 13, 2018, SWFWMD sent the City a Cooperative Funding Agreement for the project (See Attachment 1).

The project is a cooperative funding project located within the City of St. Petersburg and within Treasure Island’s right-of-way. In 1987, the Florida Legislature created the Surface Water Improvement and Management (SWIM) Act to protect, restore and maintain Florida’s highly threatened surface water bodies. Under this act, the state's five water management districts identify a list of priority water bodies within their authority and implement plans to improve them. This project is consistent with the SWIM Plans for Tampa Bay, which outlines goals to restore habitat and reduce pollutant loads entering the bay.

POLICY / PURPOSE

The purpose of this item is to request Commission approval to execute a cooperative funding agreement with SWFWMD to incorporate BMPs into the East Treasure Island Causeway Roadway and Drainage Improvements Project.

STRATEGIC PLAN RELEVANCE

Goal 3 of the City’s Strategic Plan is to: Proactively maintain and improve infrastructure
that meets the future needs of the City.

**ANALYSIS / DISCUSSION**

The City was awarded a grant from the SWFWMD in the amount of $275,250 for the design and construction of the proposed stormwater improvements. This grant is contingent on the City providing matching funds of $275,250 for a total project cost of $550,500. This estimate is based upon a pre-design evaluation performed by AED at the time of grant application preparation (October, 2017).

This project includes construction of stormwater retrofits, to reduce pollutant loads to Boca Ciega Bay. The drainage area includes approximately 8.5 acres of watershed adjacent to the East Treasure Island Causeway. The District’s funds approved for this project will be used for construction of low impact development elements that provide enhancement to stormwater treatment above and beyond the permit requirement for stormwater treatment.

The City will, separate to this Agreement and prior to implementation of this project, design the stormwater collection system and improvement BMPs as well as secure any necessary rights-of-way and easements and permits for construction. The benefit of this project is the reduction of pollutant loads to Tampa bay by an estimated 1,377 lbs/yr of total suspended solids and an improvement to the Causeway’s drainage system.

**FUNDING**

The funds for this project have been budgeted in the FY 2020 budget in the Stormwater Division 5380 Account 63452 - Stormwater Interceptor in the amount of $550,500. Revenues are shown in non-operating income in the amount of $275,250 in recognition of the 50% contribution by SWFWMD.

**RECOMMENDATIONS**

It is recommended that the City Commission authorize the execution of the Southwest Florida Water Management District Cooperative Funding Agreement for East Treasure Island Causeway Best Management Practices Project No. W296, Agreement No. 19CF0001750.

**ATTACHMENT**

Attachment 1 - Southwest Florida Water Management District Cooperative Funding Agreement for East Treasure Island Causeway Best Management Practices Project No. W296, Agreement No. 19CF0001750.

**MOTION**

I move to approve and authorize the City Manager to execute the Southwest Florida Water Management District (SWFWMD) Cooperative Funding Agreement for East Treasure Island Causeway Best Management Practices Project No. W296, Agreement No. 19CF0001750.
December 13, 2018

Michael Helfrich  
City of Treasure Island  
120 108th Avenue  
Treasure Island, Florida 33706

Subject: East Treasure Island Causeway BMPS  
Project No. W296  
Agreement No. 19CF0001750

Dear Michael Helfrich:

Enclosed are two originals of the agreement between the Southwest Florida Water Management District (District) and the City of Treasure Island, for the subject project. Please have all originals signed and dated, then return them to my attention at our Brooksville office. One fully executed original will be sent to you for your files after the District’s executive director or designee has signed the agreements.

If you have any questions, please contact me at the Brooksville office, extension 4135.

Sincerely,

Georgette R. Brock  
Senior Procurement Specialist  
Procurement Section  
Finance Bureau

Enclosures (2/2)  
cc: Nicole Mytyk, (TMA-2-NSR)  
S. Tarokh, PAB  
Records (Contract File)
COOPERATIVE FUNDING AGREEMENT (Type 2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF TREASURE ISLAND
FOR
EAST TREASURE ISLAND CAUSEWAY BMPS (W296)

THESE PARTIES HEREBY DESIGNATE THEIR PRINCIPAL CONTACTS AS FOLLOWS:

Contract Manager for the DISTRICT:
Nicole Mytyk
Southwest Florida Water Management District
7601 U.S. Highway 301 North
Tampa, Florida 33637-6759

Contract Manager for the COOPERATOR:

NOTICES TO EACH PARTY SHALL BE MAILED TO THE PRINCIPAL CONTACTS DESIGNATED ABOVE, AND NOTICE IS EFFECTIVE UPON RECEIPT.

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of the construction of stormwater improvement Best Management Practices (BMPs) for currently untreated areas discharging into Boca Ciega Bay and ultimately Tampa Bay, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:
Nicole Mytyk
Southwest Florida Water Management District
7601 U.S. Highway 301 North
Tampa, Florida 33637-6759
Project Manager for the COOPERATOR:
Michael Helfrich
City of Treasure Island
120 108th Avenue
Treasure Island, Florida 33706

Any changes to the above contact information must be provided to the other party in writing.

Reports required under this Agreement may be provided to the DISTRICT Contract Manager via email.

1.1 The DISTRICT’S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in the Project Plan. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT’S Signature Authority provides otherwise. The DISTRICT’S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT’S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.

1.2 The DISTRICT’S Contract Manager is authorized to adjust a line item amount of the Project Budget set forth in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT’S Signature Authority. The DISTRICT’S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the Funding Paragraph.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be Five Hundred Fifty Thousand Five Hundred Dollars ($550,500). The DISTRICT agrees to fund PROJECT
costs up to Two Hundred Seventy Five Thousand Two Hundred Fifty Dollars ($275,250), and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Commission of legally available funds.

3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any expended contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.

3.3 Unless otherwise provided in the Project Plan, any federal, state, local or grant monies received by the COOPERATOR for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.

3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. Prior to posting solicitations, the COOPERATOR must obtain the DISTRICT'S written input regarding whether costs to be paid are allowable under this Agreement. The COOPERATOR must also obtain the DISTRICT'S written approval prior to entering into agreements for PROJECT work to ensure that costs to be reimbursed by the DISTRICT are reasonable. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such agreement(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.
3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section  
Southwest Florida Water Management District  
Post Office Box 15436  
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes expenditures of contingency funds. The DISTRICT agrees to reimburse the COOPERATOR for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT’S Vendor Registration Form and Vendor Electronic Payment Authorization Form to enable payments to be sent to COOPERATOR electronically. The forms may be downloaded from the DISTRICT’S website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT’S Accounts Payable Lead at 352-796-7211, extension 4108.

3.6 If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.

Furthermore, if at any point during the design of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective ten (10) days following the COOPERATOR’S receipt of written notice from the DISTRICT.

3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any
purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR’S share of funding contributions under this Agreement.

3.8 The DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COOPERATOR’S contractor.

3.9 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COOPERATOR’S matching funds, as represented in this invoice, are directly related to the performance under the East Treasure Island Causeway BMPs (W296) agreement between the Southwest Florida Water Management District and the City of Treasure Island (Agreement No. 19CF0001750), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes $__ of contingency expenses. The COOPERATOR has been allocated a total of $__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and $__ has been allocated to this invoice, reducing the DISTRICT’S and COOPERATOR’S share to $__/$_ respectively."

3.10 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT’S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT’S Assistant Executive Director. The DISTRICT’S Assistant Executive Director in consultation with the DISTRICT’S Office of General Counsel will issue the DISTRICT’S final determination. The COOPERATOR’S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the
COOPERATOR'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR'S obligations provided for in this provision shall be the COOPERATOR'S sole remedy for the delays set forth herein.

5. **REPAYMENT.**

5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to achieve the Measurable Benefit specified in this Agreement, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.

5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any provision of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.

5.4 The COOPERATOR shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.

5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. **OPERATION AND MAINTENANCE.**

After construction is completed, the COOPERATOR shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is achieved. In the event the PROJECT is not.
operated, used and maintained in accordance with these requirements, the COOPERATOR shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT, for each year or a fraction thereof for the early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

6.1 Within thirty (30) days after construction is completed, the COOPERATOR shall provide the DISTRICT with construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved. The COOPERATOR shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the COOPERATOR shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit has been maintained. The COOPERATOR’S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period.

6.2 The DISTRICT retains the right to audit any certification and the COOPERATOR shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.

6.3 This Operation and Maintenance Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

7. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2018 and shall remain in effect through December 31, 2022, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

8. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to PROJECT documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.
9. REPORTS.

9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the Performance Schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.

9.3 The COOPERATOR shall provide the DISTRICT with the final design drawings including supporting documentation and Resource Benefit calculations and methodology, for review by the DISTRICT in order for the DISTRICT to verify that the design meets the requirements of the PROJECT as set forth in the Project Plan. A professional engineer shall, at a minimum, sign and seal the final design drawings, including Resource Benefit calculations and methodology. The DISTRICT shall provide a written response to the COOPERATOR within ten (10) business days of receipt of the design drawings and supporting documentation either verifying the design drawings appear to meet the requirements of this Agreement or stating its insufficiencies. The COOPERATOR shall not advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COOPERATOR shall require the design professional to warrant that the construction bid documents are adequate for bidding and construction of the PROJECT.

9.4 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that...
portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT’S officers, employees, contractors and agents. The acceptance of the DISTRICT’S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.

10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys’ fees and costs and attorneys’ fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR’S officers, employees, contractors and agents related to its performance under this Agreement.

10.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR’S sovereign immunity or an extension of the COOPERATOR’S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.

10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT’S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

10.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

11. DEFAULT.

Either party may terminate this Agreement upon the other party’s failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written “Notice of Termination” stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party’s discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.
12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COOPERATOR for any costs under this Agreement until the COOPERATOR has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

15. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement.

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

16.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.
16.2 The COOPERATOR agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as an exhibit. The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

17. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of $1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the COOPERATOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The COOPERATOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

18. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

19. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.
20. **THIRD PARTY BENEFICIARIES.**

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

21. **LOBBYING PROHIBITION.**

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

22. **PUBLIC ENTITY CRIMES.**

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this provision in all contracts issued as a result of this Agreement.

23. **COMPENSATORY TREATMENT AND MITIGATION.**

This PROJECT shall not be used by the COOPERATOR or any other entity as compensatory water quality treatment or wetland mitigation or any other required mitigation due to impacts for any projects. The PROJECT shall not be used for WUP withdrawal credits. In the event the PROJECT is used for compensatory water quality treatment or mitigation or WUP withdrawal credits in violation of this Paragraph, the COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement. The PROJECT can be used for self-mitigation due to impacts specifically associated with the construction of the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

24. **GOVERNING LAW.**

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

25. **SEVERABILITY.**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or
provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

26. COUNTERPARTS.

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart.

27. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

28. DOCUMENTS.

The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit “A,” and then to Exhibit “B.”

Exhibit “A” Project Plan
Exhibit “B” Minority/Women Owned and Small Business Utilization Report Form

The remainder of this page intentionally left blank.
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: 

Amanda Rice, P.E. 
Assistant Executive Director 

Date

CITY OF TREASURE ISLAND

By: 

Date

Name: 

Title: 

Authorized Signatory

COOPERATIVE FUNDING AGREEMENT (TYPE 2) 
BETWEEN THE 
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT 
AND 
CITY OF TREASURE ISLAND 
FOR 
EAST TREASURE ISLAND CAUSEWAY BMPS (W296)
PROJECT DESCRIPTION
The PROJECT is a cooperative funding project located within the City of Treasure Island owned right-of-way in Pinellas County. The PROJECT is consistent with the Surface Water Improvement and Management (SWIM) Plans for Tampa Bay, a SWIM priority water body, which outlines goals to restore habitat and reduce pollutant loads entering Tampa Bay.

The PROJECT includes construction of stormwater retrofits, to reduce pollutant loads to Boca Ciega Bay. The drainage area includes approximately 8 acres of urbanized watershed within the City of St. Petersburg and right-of-way controlled by the City of Treasure Island. Best Management Practices (BMPs) will be implemented at the east and west ends of the Causeway Isles neighborhood along the Treasure Island Causeway. DISTRICT funds approved for the PROJECT will be used only for construction of Low Impact Development (LID) elements that provide enhancement to stormwater treatment above and beyond the permit requirement for stormwater treatment. The general location of the PROJECT is shown on the attached map (Figure 1).

The COOPERATOR shall, separate to this Agreement and prior to implementation of the PROJECT, design the stormwater collection system and improvement BMPs, secure the necessary rights-of-way, easements and all necessary permits for construction.

RESOURCE BENEFIT
The reduction of pollutant loads to Tampa Bay by an estimated 1,377 lbs/yr of Total Suspended Solids (TSS).

MEASURABLE BENEFIT
Construction of BMPs to treat stormwater runoff from 8 acres of urbanized watershed, in accordance with the permitted plans.

PROJECT TASKS
Key tasks to be performed by the COOPERATOR

1. BIDDING AND CONTRACT AWARD – The COOPERATOR shall procure a contractor to implement the PROJECT based on the final design drawings and approved permits in accordance with the procurement laws applicable to the COOPERATOR. Prior to bid advertisement, the COOPERATOR shall identify those bid items for which reimbursement will be requested from the DISTRICT.

2. CONSTRUCTION – The COOPERATOR shall construct the PROJECT in conformance with the final design drawings, specifications and approved permits.

3. CONSTRUCTION ENGINEERING AND INSPECTION (CEI) – The COOPERATOR shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted drawings and design
specifications. The COOPERATOR shall provide the DISTRICT with inspection documents and photographs.

4. GIS DATA, AS-BUILT SURVEY, RECORD DRAWINGS AND SUBSTANTIAL COMPLETION – The COOPERATOR shall obtain and provide to the DISTRICT GIS shapefiles, an As-Built Survey signed and sealed and certified by a licensed Florida professional surveyor and mapper, the Record Drawings signed by a professional engineer, and a certification of Substantial Completion, signed by the COOPERATOR, contractor, and engineer. The COOPERATOR shall provide the Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction.

5. OPERATION AND MAINTENANCE - The COOPERATOR shall provide for the operation and maintenance of the completed PROJECT to provide efficient pollutant removal and ensure the PROJECT functions in accordance with the final design drawings, and conforms to all the conditions specified in the environmental permits issued for the PROJECT. The COOPERATOR shall be identified as the entity responsible for all operation and maintenance requirements in all permits issued for the PROJECT. The COOPERATOR shall prepare an Operation and Maintenance Plan detailing the inspection and maintenance activities to ensure optimum performance of the PROJECT improvements.

DELIVERABLES
1. Quarterly status reports
2. Minutes of kick-off, pre-application and progress meetings
3. Design drawings at final design levels; include electronic and CAD
4. Technical Specifications at final design
5. Final design in the form of GIS shapefiles or geodatabase feature classes created with points, closed polylines, and polygons free of annotations that break line continuity, that shall include, but not be limited to, spot elevations of key site features (i.e. trees, poles, pipes, invert elevations, outfall structure control elevations and downstream inverts), planting plans, PROJECT footprint boundary, created contours, and drainage basin shapefile
6. Copy of all required federal, state and local environmental permit approvals and permitted drawings
7. Construction bid packages for cost approval, with reimbursable items identified (prior to posting)
8. Copy of contract with consultant and contractor (for cost approval, prior to execution)
9. Copy of executed contract with consultant and contractor
10. Copy of Notice to Proceed to contractor
11. Copy of construction permits
12. Dated color (digital) photographs of the construction site prior to, during, and immediately following completion of construction
13. Construction inspection reports
14. As-Built Survey
15. Construction Record Drawings
16. Certification of Substantial Completion
17. Resource Benefit calculations and methodology
18. One (1) set, electronic and hardcopy, of any final reports and data files
20. Operation and Maintenance Plan
21. Upon DISTRICT request, biennial Operation and Maintenance Report

**SPATIAL REFERENCE, CAD AND GIS DELIVERABLE REQUIREMENTS**

All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (NAD83/2011) Current Adjustment including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

Metadata must be provided for GIS deliverables and must be delivered in an ESRI ArcCatalog compatible XML format. Each data layer in the deliverable requires its own metadata XML file.


**PROJECT SCHEDULE**

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Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

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## PROJECT BUDGET

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Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant or contractor agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

The remainder of this page intentionally left blank.
Projects receiving $100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4133.

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*

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* ☐ Our organization does not collect minority status data.

Signature ___________________________ Date ___________________________ Print Name and Title ___________________________

Page 1 of 1
CITY OF TREASURE ISLAND  
AGENDA COVER MEMORANDUM  
May 21, 2019  
Item No. G.2

DATE:        April 22, 2019
TO:          Garry Brumback, City Manager
FROM:        Mark Santos, I.T. Director
SUBJECT:     Authorize the City Manager for the Execution of Purchase Authority up to $15,000 to MCCI for FY2019

BACKGROUND

The City acquired Laserfiche, which is an Enterprise Content Management System (ECM), and has been utilized by the City since 2006 for housing electronic records. Laserfiche’s platform is a comprehensive software package that provides an increase in productivity through process automation, mobile functionality, and seamless integration with existing internal software systems. This system provides a secure storage repository for archiving vital electronic records and reduces the City’s reliance on off-site storage of paper documents.

POLICY / PURPOSE

To authorize the purchase of software maintenance support, training and/or technical support from MCCI in the amount of up to $15,000 for FY 2019.

ANALYSIS / DISCUSSION

Below is a chart that outlines the costs incurred and anticipated by the end of FY 2019. Additionally, there may be training opportunities or technical needs between now and the end of the fiscal year, as a result staff is asking for purchase authorization of up to $15,000 to be approved.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>LF Support Renewal (annual software support maintenance)</td>
<td>$11,023.70</td>
</tr>
<tr>
<td>On-line training classes</td>
<td>$400</td>
</tr>
<tr>
<td><strong>Total costs anticipated for FY 2019</strong></td>
<td><strong>$11423.70</strong></td>
</tr>
</tbody>
</table>

FUNDING

Page 1
Funding for these costs are budgeted city-wide throughout the various funds and programs in the maintenance contract-software, equipment and training accounts.

RECOMMENDATIONS

Authorization to purchase software maintenance support, training and/or technical support from MCCi, in the amount of up to $15,000 for FY 2019

ATTACHMENT(S)
None

MOTION

I move to approve and authorize the City Manager to execute Purchase Authority for software maintenance support, training and/or technical support from MCCi in the amount of up to $15,000 for FY 2019.
DATE: April 25, 2019

TO: Garry Brumback, City Manager

FROM: Paula Cohen, Community Improvement Director

SUBJECT: Providing Staff permission to negotiate with the ranked Planning firms, established through the Request for Qualifications evaluation process

BACKGROUND:
The City received 4 proposals from the Request for Qualifications 18-19-05 - Land Planning and Zoning Consultant Services on March 15, 2019. A committee consisting of Bob Bray - City Planner, Mike Munger - Purchasing Coordinator / Management Analyst, and Paula Cohen, Community Improvement Director reviewed the written proposals of each of the 4 planning teams.

Each person on the committee reviewed the written proposals individually based upon the following criteria:

- The ability of professional personnel, including their pertinent training, skill and experience in relation to the proposed work
- Project approach
- Respondent’s willingness to meet City time and budget requirements
- The location of the firm and the place from which the work is to be performed, and the ability to effective communicate with City staff
- The recent, current and projected workloads of the firm
- Past performance and experience on similar projects, particularly in coastal communities (preferable Florida)

On April 8, 2019 a public meeting was held. The 3 committee members discussed and commented on their ranking of the 4 written proposals at a public meeting. The scores were then assigned to the individual planning firms and then averaged. The committee then decided to invite 3 of the 4 proposers to provide oral presentations.

On April 25, 2019 a public meeting was held. The 3 Planning teams were allotted a 20 minute presentation time to describe their approach to:
i. Preparing the Evaluation and Appraisal Report in accordance with Florida Statutes including, but not limited to, Chapters 163 and 166;

ii. Preparing an update of the City's Comprehensive Plan in accordance with Florida Statutes;

iii. Revising the Land Development Regulations to implement the updated Comprehensive Plan;

iv. Ensuring the documents prepared will coordinate and not conflict with the plans of other governmental agencies within the metropolitan area; including but not limited to the plans and policies of Forward Pinellas, Tampa Bay Regional Planning Council, Pinellas County, our neighboring jurisdictions, as well as federal and state agencies; and

v. Ensuring that each stage of this planning effort includes community engagement.

Time was provided for the committee members to ask questions of the presenters. At the conclusion of all of the presentations, the individual team members scored the 3 firms based on the following criteria:

- Method of Presentation
- Capability & Approach
- Responses to Question of the Evaluation Committee

The scores were assigned to each firm and then averaged.

DISCUSSION:
The 3 top Planning firms were chosen through the evaluation process described above. The top 3 firms in rank order were:

- Calvin, Giordano, and Associates
- The Corradino Group
- Stantec

The next step in the process is for the City Commission to give the staff permission to negotiate with the Planning firms, in the rank order. Staff would seek to obtain a signed contract with the top ranked firm and an associated fee for services. If the negotiation is unsuccessful - the staff will negotiate with the 2nd ranked firm; knowing at no time can the negotiation go back to the firm ranked #1. This process continues until a successful negotiation is completed.

FUNDING

RECOMMENDATION
The staff recommends the City Commission provide permission to the staff to negotiate with the Planning firms, in the rank order determined by the evaluation committee.
City of Treasure Island  
Request for Qualifications 18-19-05  
“Land Planning and Zoning Consultant Services” 
Oral Presentation Tally 
Thursday, April 25, 2019

<table>
<thead>
<tr>
<th>Firm</th>
<th>Mike Munger</th>
<th>Paula Cohen</th>
<th>Bob Bray</th>
<th>TOTAL</th>
<th>Rank</th>
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</thead>
<tbody>
<tr>
<td>Calvin, Giordano &amp; Associates, Inc.</td>
<td>80</td>
<td>90</td>
<td>90</td>
<td>260</td>
<td>1</td>
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<tr>
<td>The Corradino Group</td>
<td>85</td>
<td>91</td>
<td>78</td>
<td>254</td>
<td>2</td>
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<tr>
<td>Stantec Consulting Services, Inc.</td>
<td>69</td>
<td>88</td>
<td>80</td>
<td>237</td>
<td>3</td>
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</table>
CITY OF TREASURE ISLAND
AGENDA COVER MEMORANDUM

May 21, 2019
Item No. H.1

DATE: April 30, 2019

TO: Garry Brumback, City Manager

FROM: Amy Davis, Finance Director / Assistant City Manager

SUBJECT: Bond Ordinance

BACKGROUND AND ANALYSIS

Last year, the Facilities Plan Project was put on hold after feedback from the City Commission and residents opposing several of the conceptual ideas presented for new City Facilities. One of the major items of disagreement and opposition was having the City Facilities placed within the Community Center Park. The City Commission challenged staff to come up with alternative ideas for consideration and as a result, the project was placed on hold indefinitely.

Since that time, the potential to purchase an existing property with a building that is large enough and can be renovated to serve the purpose of a City Hall has presented itself. The City will have to obtain a loan to purchase/renovate the property and in working with our financial advisor, staff has determined that issuance of tax-exempt debt through a bank loan (the “Note”) is the most appropriate vehicle for raising funds.

To begin the process of obtaining a bank loan the City has to approve an Ordinance authorizing the issuance of the Note and desires to begin a bond validation process. A bond validation process is voluntary with the result having a court determine, before the issuance of the Note, that the Note, the project financed thereby and the source of security are valid. The bond validation process cannot begin until the adoption of this Ordinance and is expected to take approximately four months to complete to include a 30-day appeal period.

The Ordinance includes a not to exceed amount, however, the actual costs could be less. The not to exceed amount of $8,000,000 includes the purchase/renovation of the property (include technology renovation and wiring), and the debt issuance costs. In working with the City’s financial advisor (Public Resources Advisory Group or “PRAG”), the interest rate will be determined by resolution of the City Commission in October before the issuance of the Note, in which the rate will not exceed the maximum interest rate permitted by applicable law with a term not to exceed July 1, 2035. While the bond validation process is occurring, the Finance Department together with the City’s financial advisor will be issuing a bank loan request for proposal (RFP) to solicit bank proposals for a loan. In September/October, the Commission will
be presented with a supplemental resolution to this Ordinance to approve a bank and loan, of which an anticipated closing would immediately follow.

Staff is currently working with the financial advisor to determine the best financing options that will comply with the City Charter as well as represent the best value for our citizens. Debt service on the Note will be payable from a covenant of the City to budget and appropriate legally available non-ad valorem revenues. It is anticipated no more than a recurring revenue increase of the equivalent of 0.25 mil will be necessary to replace the non-ad valorem revenues currently meeting non-debt service expenses that will need to be re-directed to pay the debt service obligations of the new loan. It is important to note that the City will not be required to raise taxes. It could raise non-ad valorem revenue instead and/or reduce expenditures, as other options. It is expected that the first year’s millage rate increase will be included in the Proposed FY 2020 Budget. The Note shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from covenant of the City to budget and appropriate legally available non-ad valorem revenues. No holder of any Note issued under the Ordinance shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay such Note, or be entitled to payment of such Note from any funds of the Issuer except for legally available non-ad valorem revenues budgeted and appropriated as described in the Ordinance.

This Ordinance requires an affirmative vote of four-fifths majority of the City Commission per the City Charter section 4.10.

A purchase agreement for the property is anticipated to be presented at the next commission workshop. The City’s obligations under such agreement are expected to be contingent on obtaining a validation judgment and a financing based on commercially reasonable terms.

POLICY / PURPOSE

To approve Ordinance 2019-06 that authorizes the issuance of the Note and initiates a bond validation process for the City Hall Purchase/Renovate Project in an amount not to exceed $8,000,000.

STRATEGIC PLAN RELEVANCE

Goal 2: Create and maintain functional and cost-effective City facilities and grounds to serve the needs of the Community. Objective 1: To bring municipal buildings up to current building code and provide additional public parking.

FUNDING

The cost to the City for the approval of this Ordinance will be the Bond Counsel’s fees for the bond validation process, of which will be between $15,000 and $20,000 if uncontested and un-appealed. Such legal fees are non-contingent.

These fees are being proposed to be paid from the $200,000 budgeted in the Municipal Services program that was for the next phase or work authorization for Harvard Jolly on the
Facilities Plan Project that was put on hold indefinitely to research alternative ideas. These funds were budgeted from the assigned Facilities Renewal and Replacement General Fund fund balance. Any remaining/unspent funds of this project budget will be returned to the assigned Facilities Renewal and Replacement fund balance, which has a balance as of the end of FY 2018 of $531,440.

**MOTION**

I move to adopt/deny Ordinance No. 2019-06 to authorize the issuance and validation of the Note in the principal amount not to exceed $8,000,000 for the City Hall Purchase/Renovate Project and to schedule a second Public Hearing for June 4, 2019.

**ATTACHMENT** - Ordinance No. 2019-06
ORDINANCE NO. 2019-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA AUTHORIZING THE ISSUANCE OF THE CITY'S NON-AD VALOREM REVENUE NOTE, SERIES 2019 (CITY HALL PURCHASE/RENOVATE PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF THE ACQUISITION OF AN EXISTING BUILDING AND ASSOCIATED LAND AND DESIGN, RENOVATION, EXPANSION AND EQUIPPING OF SUCH BUILDING TO BE USED FOR CITY HALL PURPOSES, INCLUDING WITHOUT LIMITATION A COMMUNITY ROOM; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; AUTHORIZING NOTE VALIDATION; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: Authority for this Ordinance. This Ordinance is enacted pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law (collectively, the "Act").

Section 2: Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

"Ad Valorem Revenues" means all revenues of the Issuer derived from the levy and collection of ad valorem taxes that are allocated to and accounted for in the general fund.

"Available Non-Ad Valorem Revenues" means all legally available non-ad valorem revenues of the Issuer, which are legally available to make payments required by this Ordinance, but only after provision has been made by the Issuer for payment of the General Governmental Services Expenditures.
"Business Day" means any day except any Saturday or Sunday or any other day on which the Principal Office of the Original Purchaser is lawfully closed.

"City Attorney" means the City Attorney of the Issuer, or any assistant or deputy City Attorney.

"City Commission" means the City Commission of the Issuer.

"City Manager" means the City Manager or assistant, deputy, interim or acting City Manager of the Issuer.

"Clerk" means the City Clerk or assistant or deputy City Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Debt Service Fund" means the Debt Service Fund established with respect to the Note pursuant to Section 8 hereof.

"Finance Director" means the Finance Director or any acting, assistant or deputy Finance Director of the Issuer or his or her designee.


"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"General Governmental Services Expenditures" means the average for the two most recent Fiscal Years for which audited financial statements of the Issuer are available of the total of general government and public safety expenditures in the Issuer’s general fund, debt service fund, special revenues and capital projects fund.

"Issuer" means the City of Treasure Island, Florida, a municipal corporation of the State.

"Maturity Date" means a date determined by Supplemental Resolution as the final maturity date of the Note, which maturity date shall not be later than July 1, 2035.

"Mayor" means the Mayor or Vice Mayor of the Issuer.

"Non-Ad Valorem Revenues" means all legally available revenues of the Issuer other than Ad Valorem Revenues.

"Note" means the Issuer’s Non-Ad Valorem Revenue Note, Series 2019 (City Hall Purchase/Renovate Project) authorized by Section 4 hereof.

“Note Counsel” means Bryant Miller Olive P.A., or other nationally recognized bond counsel firm.
"Original Purchaser" means the original purchaser of the Note, as provided by the Supplemental Resolution.

"Owner" or "Owners" means the Person or Persons in whose name or names the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of the Ordinance. The Original Purchaser shall be the initial Owner.

"Permitted Investments" means any legal for investment under the laws of the State and the written investment policy of the Issuer.

"Permitted Lender" means any affiliate of the Original Purchaser or any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein, and amounts on deposit from time to time in the Debt Service Fund and the Project Fund as provided herein.

"Principal Office" means, with respect to the Original Purchaser, such office as the Owner may designate to the Issuer in writing.

"Project" means the acquisition of an existing building and associated land and design, renovation, expansion and equipping such building to be used for City Hall purposes, including without limitation a community room.

"Project Fund" shall mean the Project Fund established with respect to the Note pursuant to Section 9 hereof.

"State" means the State of Florida.

"Supplemental Resolution" means any resolution supplemental hereto adopted in connection with the Note.

Section 3: Findings. It is hereby ascertained, determined and declared as follows:

(A) The Issuer deems it necessary, desirable and in the best interests of the Issuer and its citizens and to serve a public purpose that the costs of the Project be financed.

(B) Debt service on the Note will be secured by the Issuer's covenant to budget and appropriate Non-Ad Valorem Revenues and by a pledge of the Pledged Revenues as provided herein.
(C) Debt service on the Note and all other payments hereunder shall be payable solely from moneys deposited in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the limits of the Issuer.

(D) It is estimated that Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

(E) Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to sell the Note at a private negotiated sale, based upon a competitive selection process, and the Issuer intends to solicit bids for the purchase of the Note, the winning bidder to be approved, and the terms of the Note to be determined, by a Supplemental Resolution.

(F) In accordance with Section 4.10 of the municipal charter of the Issuer, the City Commission finds and determines that:

(i) The outstanding debt of the Issuer, including the Note, excluding debt directly related to the Treasure Island Causeway, does not exceed three and one-half (3½) percent of the Issuer's annual assessed valuation of the total taxable property within the Issuer.

(ii) The cost of the Project, which is deemed a "single project," does not exceed fifteen (15) percent of the three and one-half (3½) percent debt limitation set out in (i) above.

(iii) The total annual debt service of the Issuer including the Note (including required reserves), but excluding all debt service revenue relating directly to the Treasure Island Causeway, will not exceed twenty (20) percent of the annual total revenue of the Issuer from all sources excluding causeway revenues and federal and state revenue sharing funds.

(G) The Issuer shall subsequently competitively sell the Note in accordance with Section 4.10(b)(3) of the municipal charter of the Issuer, and accept a bid which produces the lowest net interest cost for the Note.

(H) In preparing the Note, as requested by Section 4.10(b)(4) of the municipal charter of the Issuer, the City Commission has given particular consideration to all factors which achieve the highest possible credit quality and lowest effective cost of borrowing.
(I) The Project does not constitute the type of real property transaction that is subject to the requirements of Section 1.02(b) of the Issuer's municipal charter.

Section 4: Authorization of Note and the Project. Subject and pursuant to the provisions of this Ordinance, an obligation of the Issuer to be known as "City of Treasure Island, Florida Non-Ad Valorem Revenue Note, Series 2019 (City Hall Purchase/Renovate Project)" is hereby authorized to be issued under and secured by this Ordinance, in the principal amount of not to exceed $8,000,000 for the purpose of providing funds to finance the costs of the Project, including any reimbursement of funds relating thereto, and paying the costs of issuance of the Note.

Prior to the issuance of the Note, the Issuer shall receive from the Original Purchaser a Lender's Certificate, the form of which is attached hereto as Exhibit B or in a Supplemental Resolution, and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C or in a Supplemental Resolution.

Section 5: Description of Note. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the terms of the Supplemental Resolution and the following terms:

(A) Interest Rate. The initial fixed interest rate on the Note will be as provided by Supplemental Resolution (subject to adjustment as provided in the Note, the "Interest Rate"); provided, however the Interest Rate shall in no event exceed the maximum interest rate permitted by the Act.

(B) Principal and Interest Payment Dates. Interest on the Note shall be paid on the dates provided by the Supplemental Resolution. All unpaid principal on the Note shall be paid on the Maturity Date unless earlier prepaid.

(C) Prepayment of the Note. The Note may be subject to prepayment as provided by the Supplemental Resolution.

(D) Form of the Note. The Note is to be in substantially the form set forth in Exhibit A attached hereto together with such changes as shall be approved by the Mayor and the City Manager, such approval to be conclusively evidenced by the Mayor's and the City Manager’s execution thereof. The Note shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the City Manager and the official seal of the Issuer, and be attested with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed the Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Note so signed and sealed has been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Note had not ceased to hold such office. The Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office of the Issuer, although, at the date of such Note, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of
any such persons who shall have held such offices at any time after the date of the adoption of
this Ordinance, notwithstanding that either or both shall have ceased to hold such office at the
time the Note shall be actually sold and delivered.

(E) Original Denomination. The Note shall originally be issued in a single
denomination equal to the original principal amount thereof.

Section 6: Registration and Exchange of Note; Persons Treated as Owner. Except as
otherwise provided by the Supplemental Resolution, the Note is initially registered to the
Original Purchaser. So long as the Note shall remain unpaid, the Issuer will keep books for the
registration and transfer of the Note. The Note shall be transferable only upon such registration
books and only in whole to a Permitted Lender in a single denomination equal to the principal
amount of the Note.

The Person in whose name the Note shall be registered shall be deemed and regarded as
the absolute owner thereof for all purposes, and payment of principal and interest on the Note
shall be made only to or upon the written order of the Owner. All such payments shall be valid
and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums
so paid.

Section 7: Payment of Principal and Interest; Limited Obligation. The Issuer promises
that it will promptly pay the principal of and interest on the Note at the place, on the dates and in
the manner provided therein according to the true intent and meaning hereof and thereof. The
Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the
extent described herein. The Note shall not be or constitute a general obligation or indebtedness
of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of
Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms
hereof. No holder of any Note issued hereunder shall ever have the right to compel the exercise
of any ad valorem taxing power or taxation of any real or personal property thereon or the use or
application of ad valorem tax revenues to pay such Note, or be entitled to payment of such Note
from any funds of the Issuer except from the Pledged Revenues as described herein.

Section 8: Covenant to Budget and Appropriate; Further Assurance. (A) Subject to
the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to
appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues,
and to deposit into the Debt Service Fund (hereinafter created) amounts sufficient to pay
principal of and interest on the Note and all other payments due hereunder not being paid from
other amounts as the same shall become due. Such covenant and agreement on the part of the
Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be
cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or
other legally available funds in amounts sufficient to make all such required payments shall have
been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such
budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted,
appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that
the obligations of the Issuer to include the amount of such amendments in each of its annual
budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of
competent jurisdiction in accordance with the remedies set forth herein.
Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Ordinance to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no Owner of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Ordinance or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Ordinance nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer.

There is hereby created and established the "City of Treasure Island, Florida Non-Ad Valorem Revenue Note, Series 2019 (City Hall Purchase/Renovate Project) Debt Service Fund" (the "Debt Service Fund"), which fund shall be a trust fund held by the Finance Director, which shall be held solely for the benefit of the Owner as provided herein. The money in the Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Ordinance shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.
The Issuer may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Owner of the Note, the Debt Service Fund established hereby. Such depository or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Owner of the Note. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars ($50,000,000).

Until applied in accordance with this Ordinance, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Note.

Section 9. Application of Note Proceeds. Proceeds from the sale of the Note shall be used to finance the costs of the Project, including reimbursement of funds relating thereto, and pay the costs of issuance of the Note.

The Issuer covenants and agrees to establish a special fund to be designated "City of Treasure Island, Florida Non-Ad Valorem Revenue Note, Series 2019 (City Hall Purchase/Renovate Project) Project Fund" (the "Project Fund"). The designation and establishment of the Project Fund by this Ordinance shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Issuer for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Note.

The funds and accounts created and established by this Ordinance shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Issuer's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Ordinance, and any loss resulting from such investment shall likewise be charged to said fund or account.

Moneys in the Debt Service Fund and/or the Project Fund may be invested and reinvested in the Permitted Investments which mature not later than the dates on which the moneys on deposit therein will be needed for the purpose of such fund. Investment income accrued in the Debt Service Fund shall be used to pay debt service on the Note and investment income accrued in the Project Fund shall be used to pay costs of the Project or debt service on the Note.

Section 10. Tax Covenant. The Issuer covenants to the Owner of the Note provided for in this Ordinance that the Issuer will not make any use of the proceeds of the Note at any time that the proceeds thereof will be used otherwise than for the purpose of the Project or the payment of expenses of the Project.
during the term of the Note which would cause the Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the Owner thereof for purposes of federal income taxation.

**Section 11: Amendment.** No modification or amendment of this Ordinance or of any resolution amending it or supplemental hereto may be made without the consent in writing of the Owner; provided, however, that no consent of the Owner shall be required for amendments made to cure any ambiguity, formal defect or omission in this Ordinance.

**Section 12: Limitation of Rights.** With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Ordinance or any covenants, conditions and provisions herein contained; this Ordinance and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

**Section 13: Note Mutilated, Destroyed, Stolen or Lost.** In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Note so surrendered shall be canceled.

**Section 14: Impairment of Contract.** The Issuer covenants with the Owner of the Note that it will not, without the written consent of the Owner of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

**Section 15: Budget and Financial Information.** At no cost to the Owner, the Issuer shall provide the Owner of the Note with annual audited financial statements for each Fiscal Year of the Issuer when available and in no event later than 270 days after the close of such Fiscal Year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant. In addition, the Issuer shall provide to the Owner (at no cost to the Owner) of the Note such other financial and budget information as may be reasonably requested by the Owner from time to time. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

**Section 16: Events of Default; Remedies of Owner.** The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Note as the same becomes due and payable; (ii) if the Issuer defaults in the performance or
observance of any covenant or agreement contained in this Ordinance or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following written notice thereof; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for ninety (90) days undischarged.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Note may, in addition to any other remedies set forth in this Ordinance or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Ordinance, and may enforce and compel the performance of all duties required by this Ordinance, or by any applicable statutes to be performed by the Issuer.

In case of an Event of Default pursuant to (i) above, upon written declaration of the Owner of the Note, the entire debt then remaining unpaid under the Note shall be immediately due and payable.

**Section 17: Anti-Dilution Test.** The Issuer may incur additional debt secured by Non-Ad Valorem Revenues only if (i) the total amount of Available Non-Ad Valorem Revenues for the prior Fiscal Year were at least 1.5 times the maximum annual debt service of all debt (including all long-term financial obligations appearing on the Issuer’s most recent audited financial statements and the debt proposed to be incurred) to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources (notwithstanding anything herein to the contrary, for purposes of the calculation, Debt shall not include any indebtedness the debt service on which is reasonably expected to be paid from sources other than Non-Ad Valorem Revenues), and (ii) projected maximum annual debt service requirements for all Debt will not exceed 20% of general fund revenues, exclusive of (a) Ad Valorem Revenues restricted to payment of debt service on any debt and (b) any debt proceeds, and based on the Issuer’s prior two Fiscal Years audited financial statements (average of actual receipts of the prior two Fiscal Years).

For purposes of calculating maximum annual debt service on Debt that has a variable interest rate ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed at an interest rate equal to The Bond Buyer Index published not more than two weeks prior to the calendar of such rate.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize over 30 years (from the date of calculation) on a level debt service basis. In the event that the Issuer is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, “balloon indebtedness” means indebtedness structured with 25% or more of the principal amount coming due in any one year.
Notwithstanding anything herein to the contrary, the provisions of this Section 17 may be amended, supplemented, or waived from time to time only with the written consent of the Owner of the Note.

**Section 18: Validation Proceeding.** Note Counsel, together with the City Attorney, is hereby authorized and directed to institute appropriate proceedings in the Circuit Court in and for Pinellas County, Florida, for validation of the Note pursuant to Chapter 75, Florida Statutes, and the proper officers of the Issuer are hereby authorized to verify on behalf of the Issuer the pleadings in such proceedings.

**Section 19: Intent to Reimburse.** The City Commission hereby expresses its intention that the Issuer be reimbursed from the proceeds of the Note for any costs incurred in connection with the Project prior to the issuance of the Note.

**Section 20: Severability of Invalid Provisions.** If any one or more of the covenants, agreements or provisions of this Ordinance should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions and in no way affect the validity of all the other provisions of this Ordinance of the Note issued hereunder.

**Section 21: Business Days.** In any case where the due date of interest on or principal of a Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

**Section 22: Bank Qualified.** If issued in calendar year 2019, the Issuer hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, and as such, the Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2019 to issue more than $10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code). If the Note is not issued in calendar year 2019, the Issuer may designate the Note as a "qualified tax-exempt obligation" pursuant to a Supplemental Resolution.

**Section 23: Applicable Provisions of Law; Waiver of Jury Trial.** This Ordinance shall be governed by and construed in accordance with the laws of the State of Florida. The Issuer and the Original Purchaser, as evidenced by acceptance of the Note, shall each consent to Florida jurisdiction and each agree to waive trial by jury in any action arising under this Ordinance or Note.

**Section 24: Rules of Interpretation.** Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore,"
"hereinafter” and other equivalent words refer to this Ordinance and not solely to the particular portion in which any such word is used.

Section 25: Captions. The captions and headings in this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ordinance.

Section 26: No Personal Liability. Neither the members of the City Commission nor any person executing the Note shall be personally liable therefore or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 27: Authorizations. The Mayor and any member of the City Commission, the City Manager, the City Attorney, the Clerk, the Finance Director and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Ordinance.

Section 28: Repealer. All ordinances or parts thereof in conflict herewith are hereby repealed.

Section 29: No Third Party Beneficiaries. Except such other persons as may be expressly described in this Ordinance or in the Note, nothing in this Ordinance or in the Note, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the Owner, any right, remedy or claim, legal or equitable, under and by reason of this Ordinance, or any provision thereof, or of the Note, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Owner.

Section 30: Ordinance to Constitute a Contract. In consideration of the acceptance of the Note authorized to be issued hereunder by the Owner, this Ordinance shall be deemed to be and shall constitute a contract between the Issuer and the Owner. The covenants and agreements herein set forth to be performed by the Issuer shall be for the benefit, protection and security of the Owner.

Section 31: Severability. If any provision of this Ordinance is held or deemed to be or in fact, is illegal, inoperative or unenforceable in any context, it will not affect any other provision of this Ordinance or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent.
Section 32: Effective Date. This Ordinance must be published as provided by law and will take effect immediately upon its Second Reading and Public Hearing.

This Ordinance will take effect upon its final passage by 4/5th majority of the City Commission.

FIRST READING and PUBLIC HEARING on the _____ day of _______, 2019.

SECOND READING and PUBLIC HEARING on the _____ day of _______, 2019.

PUBLISHED in the Tampa Bay Times on the _____ day of _______, 2019.

________________________________________
Lawrence Lunn, Mayor

ATTEST:

________________________________________
Ruth Nickerson, City Clerk

APPROVED AS TO FORM:

________________________________________
Jennifer Cowan, City Attorney
EXHIBIT A

[FORM OF NOTE]

__________, 2019 $__________

CITY OF TREASURE ISLAND, FLORIDA
NON-AD VALOREM REVENUE NOTE, SERIES 2019
(CITY HALL PURCHASE/RENOVATE PROJECT)

KNOW ALL MEN BY THESE PRESENTS that the City of Treasure Island, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of ______________ or registered assigns (hereinafter, the "Owner"), the principal sum of $__________, together with interest on the principal balance at the "Interest Rate" described below; provided, however, that such interest rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall bear interest at a fixed rate equal to ___%. Interest shall be calculated on a 30/360 day basis. All of the principal on this Note shall be due on the "Maturity Date" of __________ 1, 20__. 

Interest shall be payable to the Owner on each ____ 1 and ________ 1, commencing on __________ 1, 20__. No principal payments on this Note shall be required until the final maturity date.

[Prepayment Provisions must be determined in Bank Loan RFP]

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner under the Ordinance or this Note, and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE HOLDER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR USE OR APPLICATION OF AD VALOREM TAX REVENUES OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE ORDINANCE.
This Note is issued pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law and Ordinance No. 2019-06 duly enacted by the City Commission on _______, 2019, as supplemented by Resolution 19-__ adopted by the City Commission on _______, 2019 (collectively, the "Ordinance"), and is subject to all the terms and conditions of the Ordinance. All terms, conditions and provisions of the Ordinance including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of and lien upon the Pledged Revenues, in the manner and to the extent described in the Ordinance. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Ordinance.

In the event of a Determination of Taxability, the interest rate shall be subject to a full gross-up modification, as determined by the Owner (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the Issuer agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Note is includable in the gross income of the Owner, based only on an action or inaction by the Issuer and not based on a change in law. No such decree or action shall be considered final for the purposes of this paragraph unless the Issuer has been given written notice thereof and, if it is so desired by the Issuer and is legally permissible, the Issuer has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Owner and until the conclusion of any appellate review, if sought.

A final payment in the amount of the entire unpaid balance, together with all accrued and unpaid interest thereon, shall be due and payable in full on the Maturity Date.

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Ordinance.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.
IN WITNESS WHEREOF, the City of Treasure Island, Florida has caused this Note to be executed in its name by the manual signature of its Mayor and City Manager and attested by the manual signature of its Clerk, and its seal to be impressed hereon, all as of this ____ day of ____________, 2019.

CITY OF TREASURE ISLAND, FLORIDA

(SEAL)

Mayor

City Manager

ATTESTED:

__________________________
City Clerk
EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify ___________ (the "Lender") has made a loan (the "Loan") to the City of Treasure Island, Florida (the "Issuer"). The Loan is evidenced by the Issuer’s Non-Ad Valorem Revenue Note, Series 2019 (City Hall Purchase/Renovate Project) dated ________, 2019 (the "Note"). The Lender acknowledges that the Loan is being made as a direct loan and not through the purchase of municipal securities. Any capitalized terms not otherwise defined herein shall have the meanings set forth in Ordinance No. 2019-06 enacted by the City Commission on ________, 2019, as amended and supplemented from time to time, and particularly as supplemented by Resolution No. 19-__ adopted by the City Commission on ________, 2019 (together, the "Ordinance").

We are aware that investment in the Loan involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the repayment of the Loan is secured solely from the sources described in the Ordinance (the "Loan Security").

We are a sophisticated investor and have made such independent investigation of the Loan Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. We have been provided access to and have reviewed all information about the Issuer we deemed necessary. In making our lending decision, we have relied upon the accuracy of information which has been provided to us by the Issuer and the Financial Advisor. We acknowledge that the Financial Advisor is not acting as a placement agent.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our Loan and can bear the economic risk of our Loan.

The Lender has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the Loan and no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinion rendered by such parties.

We acknowledge that no CUSIP numbers or credit ratings have been obtained with respect to the Note. We further acknowledge that we are making the Loan for our own account, we do not currently intend to syndicate the Loan, we will take no action to cause the Note to be characterized as a security, we will not treat the Loan as a municipal security for purposes of the securities law, the Loan will not be used in the future on a securitized transaction and is not a municipal security.

We understand that the Loan is evidenced by the Note and the Note is issued in a single denomination equal to the principal amount of the Loan and may only be transferred in whole to a Permitted Lender in a single denomination equal to the principal amount of the Note.
We are not acting as a broker or other intermediary and are funding the Loan with our own capital and for our own account and not with a present view to a resale or other distribution to the public. We are a bank as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder.

This Certificate is furnished by us as Lender based solely on our knowledge on the day hereof and is solely for the benefit of the Issuer and may not be relied upon by, or published or communicated to, any other person without our express written consent. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention.

DATED this _____ of __________, 2019.

By: ___________________________
Name: _________________________
Title: ___________________________
EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the City of Treasure Island, Florida (the "Issuer") for the purchase of its City of Treasure Island, Florida Non-Ad Valorem Revenue Note, Series 2019 (City Hall Purchase/Renovate Project) (the "Note") in the principal amount of $______________. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lender") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

   ________________, Lender's Counsel
   $________

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

   (b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is $__.

4. The management fee to be charged by the Lender is $__.

5. Truth-in-Bonding Statement:

   The Note is being issued primarily to finance the costs of the Project (as such term is defined in the Ordinance) and pay the cost of issuance of the Note.

   Unless earlier redeemed, the Note is expected to be repaid by ________ 1, ____; at an interest rate of ____%, total interest paid over the life of the Note is estimated to be $____________.

   The Note will be payable solely from a covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues in the manner and to the extent described in Ordinance No. 2019-06 enacted by the City Commission on ________, 2019, as amended and supplemented from time to
time, and particularly as supplemented by Resolution No. 19-__ adopted by the City Commission on _______, 2019 (together, the "Ordinance"). See the Ordinance for a definition of Non-Ad Valorem Revenues. Issuance of the Note is estimated to result in an annual average of approximately $______________ of revenues of the Issuer not being available to finance the other services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Lender is as follows:

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this ___ day of ______________, 2019.

By: ________________________________
Name: ______________________________
Title: ______________________________
DATE: May 14, 2019

TO: Garry Brumback, City Manager

FROM: Paula Cohen, Community Improvement Director

SUBJECT: #3. A variance request to increase the maximum height of the elevator shaft from 7 feet to 9 feet 4 inches above the roof of the structure. #2. A variance request to increase the maximum building height, due to the addition of an elevator lobby on the roof, from 35 feet to 38 feet 4 inches.

Background:
The property owner is requesting building height variances for a new single family house currently under construction.

Discussion:
The variance requests are:

#1. To increase the maximum height of the elevator shaft from 7 feet to 9 feet 4 inches above the roof of the structure.

#2. To increase the maximum building height, due to the addition of an elevator lobby on the roof of the house, from 35 feet to 38 feet 4 inches.

The land development regulations states:

Section 70-221. - Procedure
The planning and zoning board or the city commission, as provided for by this Code, may authorize a variance from the provisions of the land development regulations that are not contrary to the public interest. The power and authority to grant variances to parking requirements, building height, and waterfront yards abutting the Gulf of Mexico or public beach will be solely within the jurisdiction of the city commission.

The staff report reviews the variance requests.

Attachments:
- Staff Report for Variance Case PZ 2019-11V
- Pinellas County EMS Protocol
- Applicant’s Application Packet
- Drawings for the new single family home at 12650 7th Street
- Location Map
- 2014 aerial photograph of the location
- Public Notice
CASE NO. CC-2019-11-VARIANCE
STAFF REPORT
MAY 21, 2019
6:00 P.M. – CITY COMMISSION
CITY HALL AUDITORIUM
120 108th AVENUE
TREASURE ISLAND, FL

PROPERTY OWNERS:
Peter Nemethy
Dawn Nemethy
12650 7th Street, East
Treasure Island, FL 33706

AGENT:
Shaun Amarnani, Esq.
200 Central Ave #1600
St. Petersburg, FL 33704

DESCRIPTION:
#1. A variance request to increase the maximum height of the elevator shaft from 7 feet to 9 feet 4 inches above the roof of the structure.

#2. A variance request to increase the maximum building height, due to the addition of an elevator lobby on the roof, from 35 feet to 38 feet 4 inches.

GENERAL INFORMATION:

Location: 12650 7th Street, East
Land Use: Residential Urban - 75
Zoning: RU-75
Adjacent Property (Use):
North: Boca Ciega Bay
South: 12600 7th Street East – Single Family
East: 12660 7th Street East – Single Family
West: Boca Ciega Bay
Site Area: 120 feet x 147 feet = 17,640 sq ft = 0.40 acres

Flood Zone: AE 11 & 12, Flood Insurance Rate Map

Site Legal: CAPRI ISLE BLOCK Q, LOT 19
Parcel #: 14-31-15-13302-017-0190

BACKGROUND:
The owners previously owned a single family home on the subject property. Demolition of the original house was completed in March 2018. In May 2018, construction began on their new single family home, 6200 square feet in size.

PERTINENT REGULATIONS

Section 68-2 - Definitions
Building height means the vertical distance from the average finished grade of all exterior corners to the highest point of the building, not including those structures specifically permitted to extend beyond the height of the building. On any site where construction is required to adhere to the base flood elevation, as established for the National Flood Insurance Act of 1968, the building height is the vertical distance from the first living level or the tidal floodplain, whichever is lower, to the highest point of the building not including those structures specifically permitted to extend beyond the height of the building.

Section 68-431. - Schedule of lot and bulk regulations.
The restrictions and controls intended to regulate the property development characteristics of each zoning district are set forth in the following schedule of lot and bulk regulations supplemented by other sections of this chapter:

<table>
<thead>
<tr>
<th>Zoning District/Land Use</th>
<th>Minimum Lot Width (Feet)</th>
<th>Minimum Lot Depth (Feet)</th>
<th>Minimum Lot Area (Square Feet)</th>
<th>Maximum Density Dwelling Units (Per Acre)</th>
<th>Maximum Building Height (Above Base Flood Elevation +2 feet of freeboard)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RU-75/Residential Urban</td>
<td>Single-family</td>
<td>65</td>
<td>100</td>
<td>7,500</td>
<td>7.5</td>
</tr>
</tbody>
</table>

Section 68-461. - Height regulations.
(a) General application. No building or structure shall have an aggregate height of a greater number of feet than is permitted in the zoning district in which such building or structure is located, except as noted in subsection
(b) Height shall be defined as in Section 68-2, \textit{Building height}.

\textbf{(b) Permitted exceptions.} No exceptions to height regulations shall be permitted except enclosed stairways and elevator machinery or shafts \textit{not including an elevator exit which shall not exceed a height of seven feet above the roof of the structure} and one community television antenna per principal structure shall be allowed but in no instance shall such antenna extend more than 13 feet above the roof of the structure.

\textbf{Property Owners' Variance Request:}

The new custom home presently under construction on the lot meets all zoning regulations, including building height. The building height of the new home is 29 feet.

The property owners are seeking a variance to permit the elevator shaft and elevator lobby of their home to open out on to the roof-top. The elevator shaft would be 9 feet 4 inches in height. Section 68-461. - Height regulations does not permit an elevator exit which exceeds a height of seven feet above the roof of the structure.

The property owners are seeking to also build an elevator lobby on the roof structure. The elevator lobby would be the same height as the elevator shaft, 9 foot 4 inches. Because the elevator lobby is a room, it would be considered part of the house. The proposed new elevator lobby would increase the overall building height from a maximum of 35 feet to 38 feet 4 inches.

The property owners are requesting the elevator shaft and elevator lobby to exit onto the roof of the house for an emergency helicopter landing facility on the roof-top due to a health condition of a member of the household. The physician’s note indicates that helicopter transport would be faster than ground transport to get to a hospital.

\textbf{STAFF ANALYSIS}

1. The variance is in fact a variance as set forth within the Land Development Regulations and within the province of the Planning and Zoning Board based upon the opinion of the City Manager or his designee.

The variance being requested is a variance as set forth within the Land Development Regulations and under the purview of the City Commission.

2. Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same district.

The lot is rectangular in shape and measures approximately 120 feet wide by 147 feet deep (approximately 17,640 sq ft). The minimum lot dimensions for an RU-75 zoned lot are 65 feet by 100 feet with a minimum lot area of 7,500 square feet. The subject lot is not substandard with regard to minimum lot width, depth, and area.

3. Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building; structure, or land.

The owners are currently building a new single family home on the site. No variances were requested prior to the issuance of permits for their new home.
4. The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant’s agents, or the applicant’s predecessors in title.

The property owners are developing a new custom home on the subject property. The structure as permitted, meets all zoning requirements.

No peculiar condition and circumstances exist on the land as a result of predecessors in title.

5. The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land.

The minimum variance necessary to make possible the reasonable use of the land is zero. A building permit has already been issued to develop a custom home on the site, without the necessity of a variance.

6. Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances:

- Redevelopment. If the proposed project involves the redevelopment or utilization of an existing developed or partially developed site.
  
  The property owners are currently building a new FEMA-compliant home on the site.

- Substandard Lot(s). If the proposed project involves the utilization of an existing legal nonconforming lot(s).
  
  The subject lot is not substandard as to minimum lot width, depth, and area required in the RU-75 zoning district.

- Neighborhood Character. If the proposed project promotes the established development pattern of a block face, including setbacks, building height, and other dimensional requirements.
  
  The neighborhood is single family residential in character. Several of the newer homes that have been rebuilt to be FEMA compliant are also custom homes. The height of those newer individual structures is unknown.

- Public Facilities. If the proposed project involves the development of public parks, public facilities or public utilities.
  
  Not applicable.

- Architectural and/or engineering considerations. If the proposed project utilizes architectural and/or engineering features that would render the project more disaster-resistant.
The new home presently under construction will meet or exceed Florida Building Code requirements and local flood control standards to provide for a more disaster-resistant dwelling unit.

7. The granting of the variance will be in harmony with the general purpose and intent of this chapter.

The general purpose and intent of this chapter is to provide a variance where a hardship has been determined, most commonly the inability to build a structure on a lot due to lot size, lot configuration or an impediment that exists on the site.

In this case, the property owners are seeking a variance due to a medical condition of a member of the household.

8. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Granting of the variance to permit the elevator shaft and elevator lobby to open at the roof-top level will increase the overall building height above the building height maximum of 35 feet. The taller unit on the house will not be likely in harmony with the other structures in the neighborhood.

The taller structure itself will not likely be injurious to the neighborhood or otherwise be detrimental to the public welfare.

The impacts of landing a helicopter on the roof-top will be disruptive to the neighborhood. Sounds emanating from an emergency ground transport ambulance can also be disruptive. Whether on the ground or by air, the sounds from any medical emergency transport vehicle can be disruptive to a neighborhood – but necessary for addressing a patient’s immediate emergency care.

STAFF RECOMMENDATIONS:

The staff recommends DENIAL of both variance requests.

While the staff is concerned about the health, safety, and well-being of the occupants of the home to receive prompt emergency response for their health care needs; the protocol of the Pinellas County EMS and Fire Administration Medical Operations Manual does not align with the property owners’ anticipated use of a helicopter for medical transport from their rooftop.

Pinellas County EMS Medical Operations Manual clinical standard CS5 specifies that “ALL (emphasis) patients in the Pinellas County EMS System shall be transported by a Sunstar (ground) ambulance.”

(Additional information pertaining to the Pinellas County EMS Medical Operations Manual protocol is included at the end of the staff report)

If a situation exists where a patient’s acute condition requires transportation to a non-local hospital that is appropriate for aeromedical transport, the paramedics from the City Fire Department would coordinate the landing of an aeromedical helicopter at the closest appropriate open area meeting the following requirements for a Landing Zone:
- a minimum of 80’ x 80’ during daylight hours and good weather
  and
- a minimum of 100’ x 100’ during night landings or diminished weather conditions.

The staff further advises that a chronic condition requiring this type of transport can be addressed by contacting the Pinellas County EMS Medical Director and requesting a “Special EMS Protocol” be established for that patient.

***************

Should the City Commission wish to APPROVE Variance #1 and/or Variance #2, it would be based on the following findings:

1. The property owners have demonstrated a medical need for the access to the rooftop, as identified in the physician’s note.

AND THE FOLLOWING CONDITIONS SHALL BE INCLUDED WITH THE MOTION FOR APPROVAL:

1. File “Notice of Landing Area Proposal”, if required by the FAA and obtain approval.

2. Identify any beacons or lighting proposed for the landing area unless the helipad will only in use under Visual Flight Rules. Any beacons installed on the rooftop must meet FAA requirements, but all efforts must be made to avoid any disturbance to the neighborhood.

3. Because a heliport is not a permitted use in the RU-75 zoning district; the use of the rooftop for a heliport is limited to the necessity of emergency medical transport only.

4. Abide by all safety requirements regarding clearance of all fixed and movable objects in the safety zone of the rooftop.

5. Post Signage to identify Helicopter Landing Area.
May 21, 2019
CASE NO. CC 2019-11-VARIANCE
City Commission Action
12650 7th Street, East

THE CITY COMMISSION MOVES TO (APPROVE OR DENY) CASE CC 2019-11 VARIANCE:

#1. A variance request to increase the maximum height of the elevator shaft from 7 feet to 9 feet 4 inches above the roof of the structure.

#2. A variance to increase the maximum building height, due to the addition of an elevator lobby on the roof, from 35 feet to 38 feet 4 inches.

BASED ON THE FOLLOWING FINDINGS OF FACT:

Therefore, the Conclusion of Law of the City Commission that a hardship (DOES OR DOES NOT) exist, establishing the basis for the decision to (APPROVE OR DENY) CASE CC 2019-11 VARIANCE #1 AND #2.

Lawrence Lunn, Mayor

Date
As described in Section 70-221, subsection (g) “The granted variance shall be valid for one year”. To remain in effect after one year, one of the following must have occurred:

(1) An extension of time has been approved by the approving body;
(2) Building permits relating to the requested variance have either been applied for or granted; or
(3) A site plan review relating to the requested variance has been applied for or approved by the planning and zoning board.

Any requests for an extension of time relating to a variance(s) must be in writing and received by the city manager or specified designee at least three weeks prior to its expiration date in order for the request to be placed on the approving body’s agenda."

FAA TERMS:
Final approach and takeoff area (FATO). A defined area over which the pilot completes the final phase of the approach to a hover or a landing and from which the pilot initiates takeoff.

Gross weight (GW)

Rotor Diameter (RD) The length of the main rotor, from tip to tip.

Touchdown and liftoff area (TLOF). A load-bearing, generally paved area, normally centered in the FATO, on which the helicopter lands and/or takes off.

Touchdown/positioning circle (TDPC) marking. A circular marking located in the center of a TLOF or a parking position. When the pilot’s seat is over the TDPC, the whole of the helicopter undercarriage will be within the TLOF or parking position and all parts of the helicopter rotor system will be clear of any obstacle by a safe margin.

**************

INFORMATION PERTAINING TO EMERGENCY HELICOPTER LANDING FACILITIES (EHLF)

A-1. General. Preplanning emergency landing areas will result in safer and more effective air-support operations. These facilities comprise rooftop emergency facilities and medical emergency sites. Use the following as a guide for developing emergency helicopter landing facilities (EHLF).

A-2. Notification and coordination. In addition to any requirements to provide notice under part 157, advise the local Terminal Approach Radar Control or the local Air Traffic Control facility manager in writing of the EHLF.

A-3. Rooftop emergency facilities. Review local building codes to determine if they require structures over a specified height to provide a clear area on the roof capable of accommodating a helicopter to facilitate fire-fighting or emergency evacuation operations.

a. Building code requirements. State and local building code requirements apply to rooftop facilities. Develop the landing surface to the local fire department requirements based on the size and weight of the helicopter(s) expected to engage in fire or rescue operations (see Figure A-1). Find additional information in various National Fire Protection Association (NFPA) publications. For more reference material, see Appendix D.
b. TLOF.  
(1) **Size.** Design the TLOF to be square, rectangular or circular in configuration and centered within the EHLF. Design the length and width or diameter to be at least 40 feet (12.2 m)

(2) **Weight capacity.** Design the TLOF to accept a 13,500-pound gross weight (GW) helicopter plus an impact load of 1.5 times GW.

(3) **Access.** Provide two pedestrian access points to the TLOF at least 90 degrees apart with a minimum of 60 feet (18 m) TLOF perimeter separation.

(4) **Drainage.** Design the surface so drainage flows away from pedestrian access points, with a maximum slope of 1.5 percent.

c. FATO.  
Design the FATO to be at the same level as the TLOF.  
(1) **Size.** Design the FATO to extend a distance of at least 45 feet (13.7 m) in all directions from the center of the EHLF. For safe operation, provide clearance of one third of the rotor diameter (RD) of the largest helicopter expected but not less than 20 feet (6.1 m) between the helicopter’s main and tail rotor blades and any object that could be struck by these blades.

(2) **Obstructions.** As an option, design the FATO to be an imaginary surface outside the TLOF and extending beyond the structure edge. Design the FATO to be unobstructed and without penetration of obstacles such as parapets, window washing equipment, penthouses, handrails, antennas, vents, etc.

d. Safety area.  
Provide a clear, unobstructed area, a minimum of 12 feet (3.7 m) wide, on all sides, outside and adjacent to the FATO.

e. Safety net.  
If the platform is elevated 4 feet (1.2 m) or more above its surroundings, Title 29 CFR Part 1910.23 Guarding Floor and Wall Openings and Holes, requires the provision of fall protection. The FAA recommends such protection for all platforms elevated 30 inches (76 cm) or more. However, do not use permanent railings or fences, since they would be safety hazards during helicopter operations. As an option, install a safety net, meeting state and local regulations but not less than 5 feet (1.5 m) wide. Design the safety net to have a load carrying capability of 25 lbs/sq ft (122 kg/sq m). Make sure the net does not project above the level of the TLOF. Fasten both the inside and outside edges of the safety net to a solid structure. Construct nets of materials that are resistant to environmental effects.

f. Markings.  
(1) **TLOF perimeter.** Define the limits of the touchdown pad with a solid 12-inch (30 cm) wide red or orange line as illustrated in Figure A-1.

(2) **Touchdown/positioning circle (TDPC) marking.** Center a 12-inch wide red or orange circular marking, 30 feet (9.1 m) in diameter, within the TLOF. Use a contrasting color for the background within the circle.

(3) **Weight capacity.** Mark the TLOF with the maximum takeoff weight of the design helicopter, in units of thousands of pounds (for example, a number “9,” indicating 9,000 lbs GW), with each numeral ten feet in length, centered within the TLOF.
(4) Markings for pedestrians. Clearly mark rooftop access paths, EHLF access paths, and assembly zone(s) with surface paint and instructional signage.

g. Access.

(1) Stairs. Provide a minimum of two rooftop access stairs, with no less than 150 degrees separation, connecting to the top floor of the structure, with at least one providing access to the structure’s emergency staircase.

(2) Doors. Keep penthouse and stairwell rooftop access doors unlocked at all times to provide access to the EHLF. As an option, equip doors with “panic bar” hardware and/or alarm them.

h. Wind cone. Locate a wind cone assembly with an orange wind cone within the line of sight from the EHLF and outside the approach/departure path(s).

i. Lighting. Shield ambient rooftop lighting to avoid affecting the pilot’s vision.

A-4. Medical emergency sites. Medical emergency sites are clear and level areas near the scene of an accident or incident that the local emergency response team designates as the place where the helicopter air ambulance is directed to land in order to transport an injured person to a hospital. Provide such sites in various locations within a jurisdiction to support fast response to medical emergencies and accidents. Predesignating medical emergency sites provides the opportunity to inspect potential sites in advance and to select sites that have adequate clear approach/departure airspace and adequate clear ground space.

Signage
CS4 HOSPITAL DESTINATION POLICY

Patient Status Definitions

**RED** Critical or unstable; requiring immediate intervention to preserve life and/or limb or prevent serious disability, including but not limited to "STEMI Alert", "Stroke Alert", "Sepsis Alert" and "Trauma Alert" patients

**YELLOW** Serious; potential for loss of life and/or limb or risk of serious disability if care is not received in a timely manner

**GREEN** Non-Urgent; requiring care in a reasonable amount of time, but will likely not suffer adverse effects from a limited delay in definitive care

**BLACK** Obviously dead, triaged as an unsalvageable/expectant patient, or having traumatic injuries incompatible with life

Hospital Status

Go to http://hs.sunstarems.com for real time hospital status and specialty capabilities

**OPEN**: Hospital is on normal operating condition with the availability of all usual specialty referral service capabilities. See notification procedure below

**DIVERT**: Hospital has requested the diversion of all incoming 9-1-1/EMS Ambulance transports. Hospital DIVERT status shall be for a minimum of one (1) hour

**Procedure**: Each Hospital shall ensure an up to date listing of Authorized Hospital Personnel allowed to change the Hospital’s status is provided to EMS. The listing shall include 24/7 contact information

To change a Hospital’s Status, the Authorized Hospital Representative will contact Sunstar Dispatch at 727-587-2102 or via radio in the event of a telephone system failure

Sunstar Dispatch will update the Hospital Status log and website for all Hospital Status changes reported

Authorized Hospital Representatives are responsible for checking the EMS designated website to ensure the Hospital’s reported status is accurate and reporting when the Hospital is OPEN or SPECIALITY DIVERT services become available

**CLOSED**: Hospital has an internal disaster or inability to provide care for any incoming 9-1-1 Ambulance transports. See notification procedure above
CS5 TRANSPORT RESOURCE UTILIZATION

All patients in the Pinellas County EMS System shall be transported by a Sunstar Ambulance.

The following exceptions allow for the use of local first responder transport capable units or mutual aid ambulances in situations in which there is a delayed arrival of a Sunstar Ambulance:

- **Severity "Red" Patient**
- **Volatile Scene**
  - Situations in which remaining on the scene may endanger the EMS crew or the patient
- **Removal from Environment**
  - Situations where severe weather is hindering patient care or removal from the environment is required to facilitate care or patient safety (e.g. pedestrian struck during a severe storm, heat stroke/exhaustion, lightning strike victim)
- **"Condition 5"**
  - Situations in which the 9-1-1 Regional Communications Center has changed the countywide operation status to "Condition 5" due to extreme call volume, severe weather or a mass casualty event
- **EMS Emergency or Declared Disaster**

Other requests for the use of a local first responder transport capable unit:

- OLMC MUST be contacted prior to loading the patient on the first responder transport unit stretcher except in rare and unusual circumstances. OLMC will advise if transport has been authorized and shall make the final decision regarding the transportation of all patients.

  NOTE: Transfer between First Responder and Sunstar Ambulance stretchers is authorized when patient care and safety are NOT compromised

Air Transport:

- The following exceptions allow for the use of Air Medical Transport (helicopter ambulance) resources for **Severity "Red" Patients**:
  - When LOCAL CONDITIONS (heavy traffic/gridlock, multi-victim/mass-casualty incidents, remote or barrier island) exist and in the judgement of the attending EMT, Paramedic or Incident Commander, would make transport by helicopter ambulance faster than transport by ground ambulance
  - When SCENE CONDITIONS (extended extrication, heavy machinery extrication, technical rescue, remote location) exist and in the judgement of the attending EMT, Paramedic or Incident Commander, would make transport by helicopter ambulance faster than transport by ground ambulance
  - When PATIENT CONDITIONS (requirement for burn center, re-implantation surgery or hyperbaric chamber) exist and in the judgement of the attending EMT, Paramedic or Incident Commander, would make transport by helicopter ambulance faster than transport by ground ambulance

NOTE: Any other use of air transport services requires prior OLMC authorization.
# City of Treasure Island
Development Review Application

Please use blue or black ink only. Failure to complete this form in its entirety will result in this application being returned without review. Note: A separate application is required for each request.

<table>
<thead>
<tr>
<th>Property Owners</th>
<th>Agent</th>
<th>Address</th>
<th>Address</th>
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<tbody>
<tr>
<td>Peter and Dawn Nemethy</td>
<td>Shaun Amarnani</td>
<td>12650 7th St. East</td>
<td>200 Central Ave #1600</td>
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<tr>
<td>Phone</td>
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<tr>
<td>(727) 463-5557</td>
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<td></td>
<td><a href="mailto:Samarnani@trenam.com">Samarnani@trenam.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

List all Legal Owner(s) of Property:

| Peter and Dawn Nemethy |

Complete legal description (may be placed on attached separate page):

| See Attached Copy of Deed |

Development Name:

| Personal Residence |

Site Location/Address:

| 12650 7th St. East, Treasure Island, FL |

Area of Development (Acreage or Square Feet):

| 17,640 SF Lot |

Parcel Identification Number (list all):

| 14-31-15-13302-017-0190 |

Application Request:

| Variance to build an elevator shaft/elevator lobby combo that exceeds the maximum height by 3'4". |

Future Land Use Designation:

| RU |

Proposed Future Land Use:

| N/A |

Current Zoning:

| RU-75 |

Proposed Zoning:

| N/A |

I certify that I have reviewed the Land Development Regulations and that my submission meets all requirements. The only exceptions are those items to which I am requesting variances to or waivers from certain sections of the code and understand that they must be listed on the plans individually and on the attached transmittal. I understand that if an item does need a variance, it will be necessary to file through the appropriate review entity.

Signature must be original (No copies, scans, faxes or e-mails)

Owner/Agent  

Date  

Packet Pg. 76
Agent Authorization

To Whom It May Concern,

I authorize Shaun Amarnani to act as my authorized agent and dedicated representative for seeking a variance in the City of Treasure Island to build an elevator shaft and lobby above the maximum height.

[Signature]

Peter Nemethy

[Signature]

Dawn Nemethy

STATE OF FLORIDA – PINELAS COUNTY

The foregoing instrument was acknowledged before me this 24 day of April, 2019, by Peter and Dawn Nemethy, Jointly. They [select one]:

☑ personally known to me;

or

☐ produced a valid driver's license as identification.

[Signature]

Cheryl DeCius

Notary Public - (Signature)

Print Name: Cheryl DeCius

My Commission Expires: 7/2/20
PERSONAL REPRESENTATIVE'S DEED

THIS PERSONAL REPRESENTATIVE'S DEED, made and entered into this 10th day of January, 2007, between Ivanka May, as Personal Representative of the Estate of Ivanka Matkovic, a/k/a Ivanka M. Matkovic, deceased, as "Grantor," to Peter Nemethy and Dawn Nemethy, husband and wife, as Grantee whose post office address is: 9875 Bardmoor Boulevard, Largo, Florida 33777.

WITNESSETH: That the Grantor, acting under the power and authority "by the Circuit Judge of Pinellas County of Florida, for the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable considerations, to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee the land situate in the County of PINELLAS, State of Florida, to-wit:

Lot 19, Block Q, CAPRI ISLE BLOCKS P-Q-R-S-T, according to the plat thereof as recorded in Plat Book 48, page 38, Public Records of Pinellas County, Florida.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the right, title, interest, claim and demand whatsoever which the said Ivanka Matkovic a/k/a Ivanka M. Matkovic, deceased, had at the time of her death in and to the said premises.

TO HAVE AND TO HOLD, the same unto the Grantee, and Grantee's their successors, heirs and assigns forever.

Subject to taxes accruing subsequent to December 31, 2007, and all subsequent years, and easements and restrictions of record.

IN WITNESS WHEREOF, the said Grantor has caused this Personal Representative's Deed to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Ivanke May, as Personal Representative of the Estate of Ivanka Matkovic a/k/a Ivanka M. Matkovic, Deceased,

3052 E. Cambridge Drive
Hayden Lake, Idaho 83855

STATE OF IDAHO
COUNTY OF Kootenai

The foregoing Personal Representative's Deed was acknowledged before me this 10th day of January, 2007, by Ivanka May, as Personal Representative of the estate of Ivanka Matkovic a/k/a Ivanka M. Matkovic, deceased. She is personally known to me or has produced Idaho Driver's License as identification.

BRIDGET CARTER
NOTARY PUBLIC
STATE OF IDAHO
Narrative for Variance
Dawn and Peter Nemethy

Variance request to exceed the maximum height by 3’4” feet to construct an elevator shaft/lobby

Dawn and Peter Nemethy (the “Applicants”) own a property located at 12650 7th St. East, Treasure Island, FL (the “Subject Property”).

The Applicants are constructing a new home on the Subject Property and wish to install an elevator to access the rooftop. Please see the attached renderings of the elevator/lobby, which are attached as Exhibit “A.” The Applicants are seeking a variance to exceed the maximum height by 3’4” to construct an elevator shaft and lobby.

Regardless of whether this variance is granted, there will be rooftop access to the home via a stairwell; therefore, general access to the rooftop is not at issue in this case. That said, Peter Nemethy has a heart condition, which is documented by the doctor’s letter attached as Exhibit “B.” As Mr. Nemethy’s doctor wrote in his letter “the more quickly a patient is transferred to the appropriate hospital with an acute heart attack, the better the chance of
survival.” Per the advice of their doctor, the Applicants have made emergency plans to potentially have Mr. Nemethy quickly air lifted by helicopter to his doctor in Clearwater.

The Applicants are concerned that in case of an emergency, that Mrs. Nemethy and any EMTs will not be able to get Mr. Nemethy to the roof quickly enough by using the stairs in an emergency situation instead of an elevator.

The Applicants originally planned to have elevator access to the rooftop in an emergency situation. The Applicants’ original architectural plans were for an elevator shaft going to the rooftop when the original construction plans for the home were submitted. Unfortunately, there was a misunderstanding when reading Section 68-461 which states:

“Permitted Exceptions: No exceptions to height regulations shall be permitted except enclosed stairways and elevator machinery or shafts not including an elevator exit which shall not exceed a height of seven feet above the roof of the structure...”

Applicants’ architect believed that this provision allowed the elevator shaft to exceed the maximum height by 7’. Thus, the Applicants’ architect designed the elevator to be 3’4” above the...
maximum height. However, the City staff interpreted this Code that the elevator shaft can only exceed the maximum height by 7' if the Applicants' roof was built to the maximum height. Because the top of the Applicants' third floor was designed to be 6' below the maximum height, this worked against the Applicants' design and the rooftop elevator shaft/lobby was not approved.

Changing the elevator shaft to lower the height by 3'4" would have required major plan revisions in the home design plans which would have taken months to revise and would have delayed the start of construction while adding significant costs to the project. Because of this, the Applicants' architect crossed out the rooftop elevator shaft on the plans and construction plans were submitted in order to start construction of the home while this current variance was sought.

No known neighbors are against this variance at the time of application submittal.

In support of the variance request, the Applicants provide the following responses to the variance criteria contained in Section 70-
221 of the Land Development Regulations that warrant granting the variance:

**Variance Review Criteria**

**A. The variance is in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee;**

Applicants’ counsel has conferred with City staff regarding the necessity of the variance and City staff has determined a variance is necessary for Applicants to build an elevator shaft/lobby 3’4” above the maximum height.

**B. Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same zoning district;**

This structure was designed to be 6’ below the maximum height. Because the third floor of this structure was designed to be
6' below the maximum height, the Applicants are now required to seek this variance.

Buildings that are designed to the maximum height enjoy a 7' added bonus to build an elevator shaft (with accompanying equipment). Therefore, Applicants are seeking to be afforded the same height allowance.

C. Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building; structure, or land;

As mentioned above, Mr. Nemethy has a heart condition and evidence of that is provided by his doctor's letter in Exhibit A. Enforcing the Code and not allowing Mr. Nemethy to potentially have elevator access in a time of an emergency health crisis to be air lifted to his doctor's nearest hospital would prevent the Applicants from a reasonable use of the property (seeking medical attention in an efficient manner).

Moreover, the roof already has stair access so this is not a situation of whether or not to grant access to the roof. No special
privilege will be granted to the Applicants by the granting of the variance requests. It is purely relating to a safety issue in an emergency situation.

D. The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant agent's agents, or the applicant's predecessors in title;

The Applicants' architect is well versed in design of buildings, however the requirements of Section 68-461 are very confusing.

The below highlighted language from Section 68-461 (which is titled "Height Regulations.") states:

"Permitted Exceptions: No exceptions to height regulations shall be permitted except enclosed stairways and elevator machinery or shafts not including an elevator exit which shall not exceed a height of seven feet above the roof of the structure and one community television antenna per principal structure shall be allowed but in no instance shall such antenna extend more than 13 feet above the roof of the structure..."

This provision is confusing and unusual because if the Applicants' architect had designed the top of the third floor of the structure to reach the maximum height, the Applicants would have
not been required to ask for a 3'4" variance for the elevator shaft. In fact, if the Applicants’ project was designed to the maximum height, the Applicants could have actually designed the elevator shaft to be 3'8" taller than what the Applicants are currently requesting for this variance. City Codes do not typically give an incentive to an applicant who builds to the maximum height while discouraging construction projects that are below the maximum height. Therefore, the Applicants’ architect reasonably assumed that he would be given the flexibility to design the elevator shaft to exceed the maximum height line by up to a maximum of 7’ when he originally designed the project. Because the Applicants’ architect designed the top of the third floor to end 6' below the maximum height, the City Code essentially punished the Applicants because their architect designed a building that was not built to the maximum height.

To reiterate, City Codes do not typically work like this and while it seems unintentional in the manner this Code was drafted, the way that the Code functions with allowing elevator shafts in one instance to go 7' above the maximum height, but not allow them
to go 7' above the maximum height in another instance is confusing. This uneven application of maximum heights and the confusion in this Code provision were the peculiar conditions that led to this circumstance.

**E. The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land:**

The Applicants are submitting a letter from their elevator company that shows that the variance sought is the minimum variance necessary to install a rooftop elevator. The letter from the elevator company which proves the reasonableness is attached as "Exhibit C."

**F. Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances:** 1. Redevelopment. If the proposed project involves the redevelopment or utilization of an existing developed or
partially developed site. 2. Substandard lot(s). If the proposed project involves the utilization of an existing legal nonconforming lot(s). 3. Neighborhood character. If the proposed project promotes the established development pattern of a block face, including setbacks, building height, and other dimensional requirements. 4. Public facilities. If the proposed project involves the development of public parks, public facilities or public utilities. 5. Architectural and/or engineering considerations. If the proposed project utilizes architectural and/or engineering features that would render the project more disaster resistant.

This case involves the following:

1. This construction project is the redevelopment of a home site.

2. Not applicable.

3. Neighborhood character – because the home was developed 6' under the maximum height, it conforms to the existing neighborhood character better than
developing a structure to the maximum height (As noted above, Applicants would have not had to seek a variance for an elevator shaft if the structure was designed to maximum height).

4. Not applicable.

5. The lobby and elevator were designed to withstand a storm and make it more disaster resistant. (Note: please see elevator company letter in Exhibit C).

G. The granting of the variance will be in harmony with the general purpose and intent of this chapter;

This variance is in harmony with the general purpose and intent of the City of Treasure Island Land Development Regulations. The granting of the variance will show that developers will not be punished for building their rooftops below the maximum height allowed. Not granting this variance could result in giving and incentive for the construction of taller homes that are built closer to the maximum height for the sole purpose of being able to build an elevator 7' above the maximum height which would seem contrary to intent of the Land Development Regulations.
H. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The granting of the variance will not be injurious to the neighborhood. As mentioned before, the Applicants will be able to access to the roof via the stairs that have already been approved.

If anything, in case of emergency situation with neighbors that need to be airlifted, the Applicants will provide an area in the neighborhood where helicopters can safely access the neighborhood.
Attachment: 2 CC 2019 -11 Variance - 12650 7th St - application (2070 : A variance request to increase maximum height)
Exhibit B
January 14, 2019

To Whom it May Concern,

Any patient with an acute cardiac condition would benefit from rapid air transport to an acute cardiac care facility. It is well established that the sooner patients with myocardial infarction undergo timely percutaneous intervention to the affected artery, the better the outcome. Rooftop helicopter transport would be especially beneficial in this setting.

In my professional opinion, the more quickly a patient is transferred to the appropriate hospital with an acute heart attack, the better the chance of survival.

Respectfully,

Blaine R. Herie, MD
02/19/2019

Nemethy Residence
12650 7th St East Treasure Island, FL

To whom it may concern,

The elevator for the Nemethy Res. will need the following to be safe and acceptable for installation:

1. A lobby on the roof needs to be in place to protect the elevator, elevator shaft, and home from water invasion
2. The lobby needs to be a minimum 6'x6' to protect the elevator door and equipment from rain, wind and other elements
3. In order to reasonably accommodate an elevator on the fourth floor, the elevator shaft cannot be redesigned to be a shorter height than 9'6''.
4. A 1' buffer around the shaft is necessary for maintenance and protection from the elements.

Warm regards,

Jay Scranton
President
NEMETHY RESIDENCE
12650 7TH ST. EAST
RISK CAT:II
EXPOSURE:D WIND-SPEED 150 MILES/HR.
ENCLOSURE: ENCLOSED INTERIOR DESIGN PRESSURE GCP#18
COMPLIANCE CODES:
FLORIDA BUILDING CODES 2017
A/C GROUND FL. APPROX. 275 SF.
A/C AREA 2ND. FL. APPROX. 3545 SF.
A/C AREA 3RD. FL. APPROX. 2582 SF.
TOTAL DECK AREA APPROX. ....3450 SF.
GARAGE AREA APPROX. .......1550 SF
GROSS BUILDING AREA APPROX. ......11467 SF.
TOTAL AC AREA APPROX.... 6467 SF.

OFFICIAL AREAS TO BE AUTHORIZED BY SURVEYOR
1 SITE AREA 17,593 SF.
2 GARAGE AREA 1,778 SF.
3 POOL DECK AREA 2,040 SF.
4 DRIVEWAY AREA 3,928 SF.
5 TOTAL IMPERVIOUS AREA 7,746 SF.
6 % IMPERVIOUS-AREA 44%
7 LOT COVERAGE = 1.25/17593 = 7.14%

COVER SHEET/SITE PLAN
GENERAL NOTES/PRODUCT APPROVALS/ ENERGY FORM
S STRUCTURAL DRAWINGS SHEET
A1 GROUND FLOOR PLAN
A2 2ND FLR. PLAN
A3 3RD FLR. PLAN
A4 ROOF PLAN
A5 WALL SECTIONS
A6 WALL SECTIONS
A7 ELEVATIONS
A8 ELEVATIONS
A8a PARTIAL ELEVATION
A9 2ND FLOOR HVAC
A10 3RD FLOOR HVAC
A11 2ND FLOOR ELECTRICAL
A12 3RD FLOOR ELECTRICAL

Attachment: 3 CC 2019-11 Variance - 12650 7th St - drawings (2070 : A variance request to increase maximum height)
**2ND FLOOR PLAN**

3/16"=1'-0"

*ALL CEILINGS TO BE Dropped ON 2X4 @24" O.C. AS INDICATED ON OLAN OR PER ARCHITECT FIELD INSTRUCTIONS*
3RD FLOOR PLAN

3/16"=1'-0"

*ALL CEILINGS TO BE DROPPED ON 2X4 @ 24" O.C. AS INDICATED ON PLANS OR PER ARCHITECT FIELD INSTRUCTIONS
CC 2019 VARIANCE

12650 7TH STREET (2014 AERIAL FROM PINELLAS COUNTY)

NORTH
PUBLIC NOTICE AND PUBLIC HEARING
CITY COMMISSION
TUESDAY, MAY 21, 2019 AT 6:00 P.M.
TREASURE ISLAND CITY HALL AUDITORIUM
LOCATED AT 120 - 108TH AVENUE
TREASURE ISLAND, FLORIDA

OWNERS:  PETER AND DAWN NEMETHY
12650 7TH STREET
TREASURE ISLAND, FL 33706

AGENT:   SHAUN AMARNANI, ESQ.
200 CENTRAL AVE #1600
ST. PETERSBURG, FL 33704

LOCATION:  12650 7TH STREET

REQUEST:  #1. A variance request to increase the maximum height of the
elevator shaft from 7 feet to 9 feet 4 inches above the roof of the
structure.

#2. A variance request to increase the maximum building height,
due to the addition of an elevator lobby on the roof, from 35 feet
to 38 feet 4 inches.
PLANS FOR THESE APPLICATIONS MAY BE REVIEWED AT THE COMMUNITY IMPROVEMENT DEPARTMENT, 120 - 108 AVENUE, TREASURE ISLAND, FLORIDA, BETWEEN THE HOURS OF 8:00 AM AND 4:30 PM, MONDAY TO FRIDAY. FOR FURTHER INFORMATION CALL THE COMMUNITY IMPROVEMENT DEPARTMENT AT 547-4575 EXT. 230.

Ex parte communication - The substance of any ex parte communication with a board member which relates to quasi-judicial action pending before the Board is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and part of the record before final action on the matter. The board member may read a written communication from any person. However, a written communication that relates to quasi-judicial action pending before a board member shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter. Board members may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter. Disclosure must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication. (For more information see Florida Statutes 286.0115)

Any person desiring to file an appeal to any action taken by the Board 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. The City maintains a tape recording of all public hearings. In the event that you wish to appeal a decision, the tape may or may not adequately insure a verbatim record of the proceedings. 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 108th Avenue, Treasure Island, Florida 33706, or by phone at 727-547-4575, at least two working days prior to the meeting to advise what assistance is needed.

NOTE: THE STAFF COMMENTS AND OTHER CORRESPONDENCE MAY ALSO BE VIEWED AT THE COMMUNITY IMPROVEMENT DEPARTMENT OFFICE.

_____________________________________________________
Paulette Cohen, Community Improvement Director
DATE:

TO: Garry Brumback, City Manager

FROM: Paula Cohen, Community Improvement Director

SUBJECT: Case PZ 2019-08: 320, 340, 360 Capri Blvd.– A variance request to reduce the lot width requirement of Section 70-221, Subdivision Regulation from 70 feet to 62.5 feet.

Background:

The Applicant is requesting a variance to the lot width requirement of the Subdivision Regulations to re-plat the property from 3 lots into 4 lots. The Planning and Zoning Board reviewed the variance and held a public hearing on April 18, 2019.

Discussion:

The Applicant is requesting a variance to reduce the lot width requirements established in the Subdivision Regulations, “Section 74-102. - Lot dimensions” from a minimum mean lot width of 70 feet to 62.5 feet in order to subdivide the existing three (3) lots into four (4) lots. Variances to the Subdivision Regulation require action by the City Commission. The land development regulations states:

Section 74-105. - Variances.
Where, because of topographical or other conditions peculiar to the site, strict adherence to the provisions of the regulations in this article would cause an unnecessary hardship, the planning and zoning board may recommend and the city commission authorize a variance, disregarding recommendations of the planning and zoning board if it chooses. Any variance thus authorized is required to be entered in writing in the minutes of the planning and zoning board and of the city commission and the reasoning on which the departure was justified set forth.

The staff report reviews the variance case.

Planning and Zoning Board Recommendation to City Commission:
To deny CASE PZ 2019-08 a variance request to reduce the lot width from 70 feet to 62.5 feet based upon the following findings of fact:

• The strict application of the land development regulations still provides the Applicant with a reasonable use of the land. Each of the 3 lots can be developed with a single family home without a variance.

• The variance requested is not the minimum variance to make possible a reasonable use of the land.

• No impediment has been identified limiting the Applicant’s ability to construct a single family home on each of the 3 existing platted lots.

• The request to narrow the lot width below 70 feet is not in harmony (or in character) with the existing development pattern of the waterfront lots of the Capri Isle subdivision.

Therefore, the Conclusion of Law of the Planning and Zoning Board is that a hardship DOES NOT exist, establishing the basis for the decision to recommend DENIAL OF VARIANCE CASE PZ 2019-08 TO THE CITY COMMISSION.

**Attachments:**

- Staff Report for Variance Case PZ 2019-08
- Applicant’s Application
- 3-25-19 Draft Preliminary Plat for the property showing 4 lots
- Layout of Subdivision and Parcel Location
- Aerial photograph of the location
- Zoning Map and Lot Size Information for RM-15 District
- Public Notice
- Correspondence Received
PROPERTY
OWNER:  I O C Ventures LLC
6232 Pasadena Point Blvd., South
St Petersburg, FL 33707-3873

AGENT:    Steve Tisdale
5314 Gulfport Blvd, South
Gulfport, FL 33707

DESCRIPTION: A variance request to reduce the lot requirements established in the
Subdivision Regulations, “Section 74-102. - Lot dimensions” from a minimum
mean lot width of 70 feet to 62.5 feet in order to subdivide the existing three (3)
Lots into four (4) lots.

GENERAL INFORMATION:
Location: 320, 340, and 360 Capri Blvd.

Land Use: Residential Medium Zoning: RM-15

Adjacent Property (Use):

North: Boca Ciega Bay
Southwest: Tides of Capri East Condo – multifamily (10 units)
South: 325 Capri Blvd – 4 units
345 Capri Blvd – condo (4 units)
365 Capri Blvd – 4 units

West / Northwest: 300 Capri Condo – multifamily (10 units)

Southeast 385 Capri Blvd. – single family
East 12120 4th St E – single family

Site Area: 30,162 sq ft or 0.692 acres more or less
**Flood Zone:**
AE 11, Flood Insurance Rate Map

**Site Legal:**
CAPRI ISLE SUB BLK K, LOT 1
CAPRI ISLE SUB BLK K, LOT 2
CAPRI ISLE SUB BLK K, LOT 3

**Parcel #s:**
14-31-15-13230-011-0010
14-31-15-13230-011-0020
14-31-15-13230-011-0030

**BACKGROUND:**
The subject lots are currently vacant, but previously consisted of multi-family structures. Lot 1 contained a single-story 4-unit multi-family structure which was demolished in 2006. Lot 2 contained one single-story duplex structure which was demolished in 2006. Lot 3 contained a 4-unit single-story structure which was demolished in 2004. A wood dock remains adjacent to Lot 3.

A Site Plan was approved for the subject property by the Planning and Zoning Board in 2006 (PZ 2006-07-SR) to allow the construction of a ten-unit multifamily residential development. The building permits were never issued for that project and as a result the approval of the ten-unit multifamily development expired.

On March 21, 2019 the Planning and Zoning Board held a public hearing on the preliminary plat. It was determined that the developer was required to apply for a variance to the subdivision requirements pertaining to lot width before the preliminary plat could be considered. Specifically, the developer would have to be granted a variance to reduce the minimum mean lot width from 70 feet to 62.5 feet. The preliminary plat case and public hearing were both continued to the April 18, 2019 Planning and Zoning Board meeting.

On April 18, 2019 the Planning and Zoning Board held a public hearing on the variance to reduce the lot width requirement from a minimum mean lot width of 70 feet to 62.5 feet. The Applicant and legal counsel for the property owners presented their case. No one from the public spoke during the public hearing. The Planning and Zoning Board voted to recommend to City Commission DENIAL of VARIANCE CASE PZ 2019-08

A variance request to reduce the lot requirements established in the Subdivision Regulations, “Section 74-102. - Lot dimensions” from a minimum mean lot width of 70 feet to 62.5 feet in order to subdivide the existing three (3) lots into four (4) lots.

Based on the following findings of facts:

1. The strict application of the land development regulations still provides the Applicant with a reasonable use of the land. Each of the 3 lots can be developed with a single family home without a variance

2. The variance requested is not the minimum variance to make possible a reasonable use of the land.
3. No impediment has been identified limiting the Applicant’s ability to construct a single family home on each of the 3 existing platted lots.

4. The request to narrow the lot width below 70 feet is not in harmony (or in character) with the existing development pattern of the waterfront lots of the Capri Isle subdivision.

CLARIFICATION:
This variance request pertains only to lot width.

There have been comments from residents in the neighborhood citing this case as a rezoning. The property is 0.692 acres

The zoning regulations permit the following types of residential units on the site:
- single family homes, duplexes, multi-family apts or condos, and townhouse units.

Looking only at the dwelling unit count from a density perspective; and no other land development criteria;
- 0.692 acres x 9 dwelling units per acre = 6 single family dwelling units (this requires subdividing the property.)
- 0.692 acres x 15 dwelling units per acre = 10 multifamily dwelling units on one lot

PERTINENT LAND DEVELOPMENT REGULATIONS
CHAPTER 74 - SUBDIVISIONS

ARTICLE I. - IN GENERAL
Section 74-1. - Definitions.
The following words when used in this chapter shall have the meaning ascribed herein unless the context clearly indicates otherwise:

Lot width means the horizontal distance between the side lot lines measured along the front building setback line of the lot as determined by the prescribed front yard requirements of the land development regulations and zoning district.

ARTICLE IV. - GENERAL REQUIREMENTS AND MINIMUM DESIGN STANDARDS
Section 74-91. - General requirements.
All proposed subdivisions shall be in conformity with a plan for the most advantageous development of the entire neighboring area and shall conform substantially to the existing or amended plans of the planning and zoning board. Whenever a tract to be subdivided embraces any part of a thoroughfare, boulevard, or parkway, so designated by the planning and zoning board, such part of such proposed public way shall be platted by the subdivider in the location and to the width recommended by the planning and zoning board. Whenever a proposed subdivision involves the construction of new public streets, extension of existing public streets, new connections to existing public streets, or other modifications to existing public streets, such construction, extension, connections, and/or modifications shall be subject to the design criteria and permitting requirements of the city, county, and/or state, whichever may be applicable.
Section 74-102. - Lot dimensions.
The size, shape and orientation of lots shall be appropriate for the location of the proposed subdivision and for the type of development contemplated, and shall conform to the following:

1. Every lot or parcel of land shall abut a public street.
2. Insofar as practical, side lot lines shall be at right angles to straight street lines or radial to curved street lines.
3. Every lot shall have a minimum mean lot width of 70 feet, except that every corner lot shall have a minimum mean lot width of 75 feet, but in no case shall the frontage upon a public street be reduced below 40 feet.
4. Every lot shall have a minimum lot area of 6,000 square feet.
5. Every lot shall have a depth no greater than three times the mean width, and no less than 90 feet.
6. On plats within the force and effect of any current zoning district, the minimum lot area shall in no case be less than that required by such land development regulations.

Section 74-105. - Variances.
Where, because of topographical or other conditions peculiar to the site, strict adherence to the provisions of the regulations in this article would cause an unnecessary hardship, the planning and zoning board may recommend and the city commission authorize a variance, disregarding recommendations of the planning and zoning board if it chooses. Any variance thus authorized is required to be entered in writing in the minutes of the planning and zoning board and of the city commission and the reasoning on which the departure was justified set forth.

STAFF ANALYSIS
1. The variance is in fact a variance as set forth within the Land Development Regulations and within the province of the Planning and Zoning Board based upon the opinion of the City Manager or his designee.

The variance being requested is a variance as set forth within the Land Development Regulations and under the purview of the Planning and Zoning Board.

2. Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same district.

The 3 lots are each rectangular shape.
- Lot 1 is 83 feet wide.
- Lot 2 is 84 feet wide.
- Lot 3 is 83 feet wide.

The minimum lot dimensions for an RM-15 lot are 40 feet by 90 feet and a minimum of 4,500 square feet of area. The minimum lot dimensions for a newly subdivided lot in the City of Treasure Island are:

Section 74-102. - Lot dimensions.
The size, shape and orientation of lots shall be appropriate for the location of the proposed subdivision and for the type of development contemplated, and shall conform to the following:
(1) Every lot or parcel of land shall abut a public street.

(2) Insofar as practical, side lot lines shall be at right angles to straight street lines or radial to curved street lines.

(3) Every lot shall have a minimum mean lot width of 70 feet, except that every corner lot shall have a minimum mean lot width of 75 feet, but in no case shall the frontage upon a public street be reduced below 40 feet.

(4) Every lot shall have a minimum lot area of 6,000 square feet.

(5) Every lot shall have a depth no greater than three times the mean width, and no less than 90 feet.

(6) On plats within the force and effect of any current zoning district, the minimum lot area shall in no case be less than that required by such land development regulations.

3. Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building; structure, or land.

Strict application of the subdivision regulation for lot requirements permit the development of 3 single family homes.

As proposed under the variance request, reducing the lot width to 62.5 feet would permit the development of 4 single family homes.

4. The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant’s agents, or the applicant’s predecessors in title.

This portion of the Capri Isle Subdivision was platted in 1955. There have been no changes to the size of the subject lots since platting. On the next page is a copy of the plat.
5. The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land.

The minimum variance necessary to make possible use of the 3 lots is zero. Each lot can be developed with a single family home, as currently platted.

6. Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances:

- Redevelopment. If the proposed project involves the redevelopment or utilization of an existing developed or partially developed site.

  The 3 subject lots are vacant.

- Substandard Lot(s). If the proposed project involves the utilization of an existing legal nonconforming lot(s).

  The proposed variance does not involve the utilization of an existing legal nonconforming lots.

  The 3 subject lots are currently not substandard as to minimum lot width, depth, or area as required by the RM-15 zoning district.

  The proposed reduction of the lot width from 70 feet to 62.5 feet would not result in a substandard lot width relative to the RM-15 zoning.
• Neighborhood Character. If the proposed project promotes the established development pattern of a block face, including setbacks, building height, and other dimensional requirements.

While the R-15 zoning district permits a minimum lot width of 40 feet; the Capri Isle waterfront lots are consistently 70-feet in width. This 70-foot lot width is consistent for both RU-75 and RM-15 waterfront lots for the entire Capri Isle subdivision.

The 70-foot lot width requirement under the subdivision regulations is consistent with the Capri Isle waterfront neighborhood and promotes the established development pattern. No change in setbacks, height and other dimensional requirements are being requested in this variance case.

• Public Facilities. If the proposed project involves the development of public parks, public facilities or public utilities.

If the variance request is approved and the 3 lots are re-platted into 4 single family lots, there is a City-owned 18 inch reinforced stormwater pipe which must be relocated in order for the pipe to be clear of the building envelope of a lot. The pipe must be relocated at the expense of the Developer. The Developer has submitted plans to the City’s contractual engineer for the stormwater pipe.

• Architectural and/or engineering considerations. If the proposed project utilizes architectural and/or engineering features that would render the project more disaster-resistant.

Any future development on these lots will be required to meet or exceed current Florida Building Code and local floodplain regulations. The new structure(s) built on each lot will provide for more disaster-resistant dwelling units than previously existed on the property. Whether there are 3 lots or 4 lots on the site; the construction standards will establish the same standard of disaster-resistance.

7. The granting of the variance will be in harmony with the general purpose and intent of this chapter.

While the reduction in lot width from 70 feet to 62.5 feet is not in conflict with the RM-15 zoning; no hardship has been identified to support this variance request.

The Applicant did not cite any obstruction or impediments to development of the vacant property that would require the division of the property into 4 lots, rather than 3 lots. Impediments one would consider would be: usual change in topography, existence of a historic specimen tree, an area of environmentally sensitive area, etc.

The general purpose and intent of the chapter is to provide a variance where a hardship has been identified.

8. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Granting of the variance will not likely be injurious to the neighborhood or otherwise detrimental to the public welfare. The impact of one additional house on the infrastructure
system of the City will be very small. The increase in vehicular trips, water and waste water usage, and the amount of solid waste will be negligible.

One dwelling unit generates:
- approx. 10 vehicle trips per day
- 120 gallons per capita × 1.84 persons/unit = potable water demand of 220.8 gallons/day
- 170 gallons per capita × 1.84 persons/unit = wastewater generated 312.8 gallons/day
- 3.34 pounds/day/person × 1.84 persons/unit = solid waste generated 6.14 pounds/day

As opposed to being injurious, this variance request to reduce the lot width to below 70 feet is out of character and not representative of the development pattern of the surrounding waterfront lots of the Capri Isle neighborhood.

STAFF RECOMMENDATION:
The staff recommends DENIAL of the variance request; based upon the following findings:

- The strict application of the land development regulations still provides the Applicant with a reasonable use of the land. Each of the 3 lots can be developed with a single family home without a variance.
- The variance requested is not the minimum variance to make possible a reasonable use of the land.
- No impediment has been identified limiting the Applicant’s ability to construct a single family home on each of the 3 existing platted lots.
- The request to narrow the lot width below 70 feet is not in harmony (or in character) with the existing development pattern of the waterfront lots of the Capri Isle subdivision.

If the City Commission wishes to APPROVE the variance request; it would be based on the following findings of fact:

- The proposed reduction of the lot width from 70 feet to 62.5 feet would not result in a substandard lot width relative to the RM-15 zoning.
- The impact of one additional house on the infrastructure system of the City is very small. The increase in vehicular trips, water and waste water usage, and the amount of solid waste would be negligible.
As described in Section 70-221, subsection (g) “The granted variance shall be valid for one year”. To remain in effect after one year, one of the following must have occurred:

(1) An extension of time has been approved by the approving body;
(2) Building permits relating to the requested variance have either been applied for or granted; or
(3) A site plan review relating to the requested variance has been applied for or approved by the planning and zoning board.

Any requests for an extension of time relating to a variance(s) must be in writing and received by the city manager or specified designee at least three weeks prior to its expiration date in order for the request to be placed on the approving body's agenda.

CITY COMMISSION MEETING: MAY 20, 2019
CASE NUMBER: PZ 2019-08-VARIANCE
LOCATION: 320, 340 and 360 CAPRI BLVD.

A variance request to reduce the lot requirements established in the Subdivision Regulations, “Section 74-102. - Lot dimensions” from a minimum mean lot width of 70 feet to 62.5 feet in order to subdivide the existing three (3) lots into four (4) lots.

BASED ON THE FOLLOWING FINDINGS OF FACT:

Therefore, the Conclusion of Law of the CITY COMMISSION is that a hardship (DOES OR DOES NOT exist, establishing the basis for the decision to (APPROVE OR DENY) VARIANCE CASE PZ 2019-08

Lawrence Lunn, Mayor ______________________ Date ______________________
City of Treasure Island
Development Review Application

Please use blue or black ink only. Failure to complete this form in its entirety will result in this application being returned without review. Note: A separate application is required for each request.

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<tr>
<th>Property Owners</th>
<th>Agent</th>
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<td>10C Ventures LLC</td>
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List all Legal Owner(s) of Property:
- Jeff Miller
- Stephen Tisdale

Complete legal description (may be placed on attached separate page):
Lot 1, 2 & 3, Block K, according to the plat of Capri Isle Blocks A-B-1-2-3 as recorded in Plat Book 38, page 5, 1,2 & 3 of the Public Records of Pinellas Co.

Development Name: 320-360 Capri Blvd, Treasure Island

Site Location/Address: 320-360 Capri Blvd, Treasure Island

Area of Development (Acreage or Square Feet): 0.692 acre


Application Request: Reduce minimum lot width from 70' to 62.5'...

Future Land Use Designation: Residential Medium

Proposed Future Land Use: Residential Medium

Current Zoning: RM-15

Proposed Zoning: RM-15

I certify that I have reviewed the Land Development Regulations and that my submission meets all requirements. The only exceptions are those items to which I am requesting variances to or waivers from certain sections of the code and understand that they must be listed on the plans individually and on the attached transmittal. I understand that if an item does need a variance, it will be necessary to file through the appropriate review entity.

Signature must be original (No copies, scans, faxes or e-mails)

[Signature] Owner/Agent 3/25/19 Date
Pursuant to section 74-105, the Applicant requests a variance to the City’s subdivision standards, specifically, sec. 74-102 – Lot dimensions.

Sec. 74-105. - Variances. Where, because of topographical or other conditions peculiar to the site, strict adherence to the provisions of the regulations in this article would cause an unnecessary hardship, the planning and zoning board may recommend and the city commission authorize a variance, disregarding recommendations of the planning and zoning board if it chooses. Any variance thus authorized is required to be entered in writing in the minutes of the planning and zoning board and of the city commission and the reasoning on which the departure was justified set forth.

Sec. 74-102 – Lot Dimensions. The size, shape and orientation of lots shall be appropriate for the location of the proposed subdivision and for the type of development contemplated, and shall conform to the following: (1) Every lot or parcel of land shall abut a public street; (2) Insofar as practical, side lot lines shall be at right angles to straight street lines or radial to curved street lines; (3) Every lot shall have a minimum mean lot width of 70 feet, except that every corner lot shall have a minimum mean lot width of 75 feet, but in no case shall the frontage upon a public street be reduced below 40 feet; (4) Every lot shall have a minimum lot area of 6,000 square feet; (5) Every lot shall have a depth no greater than three times the mean width, and no less than 90 feet; (6) On plats within the force and effect of any current zoning district, the minimum lot area shall in no case be less than that required by such land development regulations.

The applicant seeks to develop its property, which was previously platted into three single family lots, into four single family homes, consistent with the surrounding neighborhood. The RM-15 zoning district allows multifamily development. Prior approvals, and prior uses, allowed for up to ten (10) units on the three parcels combined. The minimum lot standards and lot dimensions in the Code require a minimum of 70 feet lot width, regardless of the required minimum lot size. Multifamily developments avoid this requirement by constructing condominium-style products instead of single family homes. Adjacent to the property, at 300 Capri Blvd, ten condominiums were constructed on one 225 ft. lot. Rather than construct condominiums, which are a permitted use and would meet all dimensional regulations, the applicant desires to construct four single family homes on the site.

As the proposed parcel subdivision meets all other aspects of the Code, it is a hardship to establish 70 ft. lots for a single family home with the same four units could be constructed in a different type of ownership structure (i.e. condominium). Because of the juxtaposition between the density permitted in the RM-15 zoning district and this property, and the requirement for a 70 ft. wide lot, there is a special condition to this property.
## Compact Property Record Card

### Updated March 26, 2019

#### Tax Estimator

**Ownership/Mailing Address Change**
- **New Address:** 360 CAPRI BLVD
- **Previous Address:** 6232 PASADENA POINT BLVD S

**Site Address:**
- **360 CAPRI BLVD**
- **TREASURE ISLAND**

**Property Use:** 0090 (Vacant Residential Land w/XFSB)

**Legal Description:**
- **CAPRI ISLE SUB BLK K, LOT 3**

### 2019 Parcel Use

<table>
<thead>
<tr>
<th>Exemption</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homestead</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Government</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Institutional</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Historic</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

**Homestead Use Percentage:** 0.00%
**Non-Homestead Use Percentage:** 100.00%
**Classified Agricultural:** No

#### Parcel Information

**Latest Notice of Proposed Property Taxes (TRIM Notice)**

<table>
<thead>
<tr>
<th>Most Recent Recording</th>
<th>Sales Comparison</th>
<th>Census Tract</th>
<th>Evacuation Zone</th>
<th>Flood Zone</th>
<th>Plat Book/Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017/1369</td>
<td>$551,900</td>
<td>121030279041</td>
<td>A</td>
<td>Compare Preliminary to Current FEMA Maps</td>
<td>38/1</td>
</tr>
</tbody>
</table>

### 2018 Interim Value Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Just/Market Value</th>
<th>Assessed Value / Non-HX Cap</th>
<th>County Taxable Value</th>
<th>School Taxable Value</th>
<th>Municipal Taxable Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$457,200</td>
<td>$372,832</td>
<td>$372,832</td>
<td>$457,200</td>
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#### Value History as Certified (yellow indicates correction on file)

<table>
<thead>
<tr>
<th>Year</th>
<th>Homestead Exemption</th>
<th>Just/Market Value</th>
<th>Assessed Value</th>
<th>County Taxable Value</th>
<th>School Taxable Value</th>
<th>Municipal Taxable Value</th>
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</thead>
<tbody>
<tr>
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<td>$338,938</td>
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<td>2016</td>
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<td>$308,125</td>
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<td>$308,125</td>
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<tr>
<td>2015</td>
<td>No</td>
<td>$304,259</td>
<td>$280,114</td>
<td>$280,114</td>
<td>$304,259</td>
<td>$280,114</td>
</tr>
<tr>
<td>2014</td>
<td>No</td>
<td>$289,613</td>
<td>$254,649</td>
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<tr>
<td>2013</td>
<td>No</td>
<td>$231,499</td>
<td>$231,499</td>
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</tbody>
</table>
14-31-15-13230-011-0020
Compact Property Record Card

Updated March 26, 2019

Ownership/Mailing Address Change

Mailing Address

I O C VENTURES LLC
6232 PASADENA POINT BLVD S
ST PETERSBURG FL 33707-3873

Site Address

340 CAPRI BLVD
TREASURE ISLAND

Property Use: 0090 (Vacant Residential Land w/XFSB)

Total Living: ~

Total Gross SF:

[click here to hide] Legal Description

CAPRI ISLE SUB BLK K, LOT 2

Exemption

Homestead: No

Government: No

Institutional: No

Historic: No

Exemption 2019 2020

Homestead: No No

Government: No No

Institutional: No No

Historic: No No

2019 Parcel Use

Homestead Use Percentage: 0.00%

Non-Homestead Use Percentage: 100.00%

Classified Agricultural: No

Parcel Information Latest Notice of Proposed Property Taxes (TRIM Notice)

Most Recent Recording

Sales Comparison

Census Tract

Evacuation Zone (NOT the same as a FEMA Flood Zone)

Flood Zone (NOT the same as your evacuation zone)

Plat Book/Page

20177/1369 $559,000 121030279041 A Compare Preliminary to Current FEMA Maps 38/1

2018 Interim Value Information

Year Just/Market Assessed Value / Non- HX Cap County Taxable School Taxable Municipal Taxable

2018 $463,751 $379,672 $379,672 $463,751 $379,672

Value Value Value Value Value

[click here to hide] Value History as Certified (yellow indicates correction on file)

Year Homestead Exemption Just/Market Assessed County Taxable School Taxable Municipal Taxable

2017 No $417,421 $345,156 $345,156 $417,421 $345,156 $345,156

2016 No $358,011 $313,778 $313,778 $358,011 $313,778 $313,778


2014 No $294,470 $259,321 $259,321 $294,470 $259,321 $259,321

2013 No $235,746 $235,746 $235,746 $235,746 $235,746 $235,746
**14-31-15-13230-011-0010**  
**Compact Property Record Card**

**Updated March 26, 2019**

**Ownership/Mailing Address Change**  
**Mailing Address**

- I O C VENTURES LLC
- 6232 PASADENA POINT BLVD S
- ST PETERSBURG FL 33707-3873

**Site Address**

- 320 CAPRI BLVD
- TREASURE ISLAND

**Property Use:** 0000 (Vacant Residential - lot & acreage less than 5 acres)

**Legal Description**

CAPRI ISLE SUB BLK K, LOT 1

**Tax Estimator**

<table>
<thead>
<tr>
<th>Exemption</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homestead</td>
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<td>No</td>
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<tr>
<td>Government</td>
<td>No</td>
<td>No</td>
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<tr>
<td>Institutional</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Historic</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

**2019 Parcel Use**

- Total Living SF:
- Total Gross SF:
- Homestead Use Percentage: 0.00%
- Non-Homestead Use Percentage: 100.00%
- Classified Agricultural: No

**Parcel Information**

<table>
<thead>
<tr>
<th>Most Recent Recording</th>
<th>Sales Comparison</th>
<th>Census Tract</th>
<th>Evacuation Zone (NOT the same as a FEMA Flood Zone)</th>
<th>Flood Zone (NOT the same as your evacuation zone)</th>
<th>Plat Book/Page</th>
</tr>
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<tbody>
<tr>
<td>2017/1369</td>
<td>$551,300</td>
<td>121030279041</td>
<td>A</td>
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</table>

**2018 Interim Value Information**

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<th>Year</th>
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<th>School Taxable Value</th>
<th>Municipal Taxable Value</th>
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<td>2018</td>
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<td>$370,333</td>
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**Value History as Certified (yellow indicates correction on file)**

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<th>Assessed Value</th>
<th>County Taxable Value</th>
<th>School Taxable Value</th>
<th>Municipal Taxable Value</th>
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<tbody>
<tr>
<td>2017</td>
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<td>$410,391</td>
<td>$336,666</td>
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</tbody>
</table>
PZ 2019-08 – Variance
320, 340, 360 Capri Blvd N

Subject Site

North
TREASURE ISLAND ZONING MAP

Legend

Residential
- Residential Urban (RU-75)
- Residential Medium (RM-15)

Mixed Use
- Resort Facilities Medium (RFM-30)
- Resort Facilities High (RFH-50)
- Planned Redevelopment - Mixed Use Core (PR-MU C)
- Planned Redevelopment - Mixed Use Gulf Blvd (PR-MU GB)

Commercial
- Commercial General (CG)

Public/Semi-Public
- Preservation (P)

Subject Location
**ARTICLE VII. - SUPPLEMENTARY LOT AND USE REGULATIONS**

**DIVISION 1. - GENERALLY**

Sec. 68-431. - Schedule of lot and bulk regulations.

The restrictions and controls intended to regulate the property development characteristics of each zoning district are set forth in the following schedule of lot and bulk regulations supplemented by other sections of this chapter:

<table>
<thead>
<tr>
<th>Zoning District/Land Use</th>
<th>Minimum Lot Width (Feet)</th>
<th>Minimum Lot Depth (Feet)</th>
<th>Minimum Lot Area (Square Feet)</th>
<th>Maximum Density Dwelling Units (Per Acre)</th>
<th>Maximum Building Height (Above BFE +2 feet of freeboard)</th>
<th>Floor Area Ratio (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RM-15/Residential Medium</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dwelling, Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single-family</td>
<td>40</td>
<td>90</td>
<td>4,500</td>
<td>9</td>
<td>35</td>
<td>—</td>
</tr>
<tr>
<td>Two-family</td>
<td>50</td>
<td>90</td>
<td>6,000</td>
<td>11</td>
<td>35</td>
<td>—</td>
</tr>
<tr>
<td>Multiple-family</td>
<td>70</td>
<td>90</td>
<td>9,000</td>
<td>15 (2 living levels max.)</td>
<td>35</td>
<td>—</td>
</tr>
<tr>
<td>Group Homes (licensed) (Excl. ACLF’s)</td>
<td>70</td>
<td>90</td>
<td>9,000</td>
<td>15 (2 living levels max.)</td>
<td>35</td>
<td>—</td>
</tr>
<tr>
<td>Maximum lot coverage in all districts: 50%</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impervious surface ratio—RM-15: 70%</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PUBLIC NOTICE AND PUBLIC HEARING
CITY COMMISSION
TUESDAY, MAY 21, 2019 AT 6:00 P.M.
TREASURE ISLAND CITY HALL AUDITORIUM
LOCATED AT 120 - 108TH AVENUE
TREASURE ISLAND, FLORIDA

OWNER: IOC VENTURES, LLC
5314 GULFPORT BLVD, SOUTH
GULFPORT, FL 33707

AGENT: STEVE TISDALE
5314 GULFPORT BLVD S
GULFPORT, FL 33707

LOCATION: 320, 340, 360 CAPRI BLVD

ZONING: RM-15 (RESIDENTIAL MEDIUM 15)

REQUEST: CASE 2019-08V - A variance request to reduce the lot requirements established in the Subdivision Regulations, “Section 74-102. - Lot dimensions” from a minimum mean lot width of 70 feet to 62.5 feet in order to subdivide the existing three (3) lots into four (4) lots.
PLANS FOR THESE APPLICATIONS MAY BE REVIEWED AT THE COMMUNITY IMPROVEMENT DEPARTMENT, 120 - 108 AVENUE, TREASURE ISLAND, FLORIDA, BETWEEN THE HOURS OF 8:00 AM AND 4:30 PM, MONDAY TO FRIDAY. FOR FURTHER INFORMATION CALL THE COMMUNITY IMPROVEMENT DEPARTMENT AT 547-4575 EXT. 230.

Ex parte communication - The substance of any ex parte communication with a board member which relates to quasi-judicial action pending before the Board is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and part of the record before final action on the matter. The board member may read a written communication from any person. However, a written communication that relates to quasi-judicial action pending before a board member shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter. Board members may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter. Disclosure must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication. (For more information see Florida Statutes 286.0115)

Any person desiring to file an appeal to any action taken by the Board 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. The City maintains a tape recording of all public hearings. In the event that you wish to appeal a decision, the tape may or may not adequately insure a verbatim record of the proceedings. 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 108th Avenue, Treasure Island, Florida 33706, or by phone at 727-547-4575, at least two working days prior to the meeting to advise what assistance is needed.

NOTE: THE STAFF COMMENTS AND OTHER CORRESPONDENCE MAY ALSO BE VIEWED AT THE COMMUNITY IMPROVEMENT DEPARTMENT OFFICE.

__________________________________________
Paulette Cohen, Community Improvement Director
I am a resident of Isle of Capri, 12170-4th St. E. I am in total disagreement of having a variance done to reduce the lot requirements established in the subdivision regulations "Section 74-102. This will throw off the look of this canal, making it look very crowded on the water side. I can't see how three docks let alone four docks will work on this canal. It will make it very hard for the corner lots to get their boats in and out. I have looked at the next canal by water on 5th St. E, and that is very crowded looking and not giving much room for the boats to get in and out on the corners. Having an additional house on this property will also add to the noise of this canal on the water side. We have very loud noise on the canal due to the rental properties on the other side of the canal. There are parties every weekend and loud music and noise until 3:00-4:00am that we deal with already.

In closing I hope that this board will reconsider and not vote for the variance.

Debbie Brownfield
brownfielddebbie@yahoo.com
Good Evening,
I will not be able to make this meeting because it is when I need to pick up my kids from school but I am strongly opposed to the lot size change!
Thank you for your consideration,
Candice Ryan

On Tuesday, March 19, 2019, 4:41:18 PM EDT, Candice Ryan <chicks001@yahoo.com> wrote:

Hello,
It’s come to my attention that there is a lot on Capri that wants to have its zone changed from 3 lots to 4. I’m unable to make the Thursday meeting but there a some of us who would like to let the board know we aren’t in favor. Who should we contact?
Thank you,
Candice Ryan

Sent from my iPhone
Cohen, Paulette

From: Shari Fuss <sjcba@tampabay.rr.com>
Sent: Wednesday, April 17, 2019 11:26 AM
To: Cohen, Paulette
Subject: Variance vote

Dear Paula,
I understand that there is an issue for a variance for the lots 320,340,360 on Capri Blvd, which is coming before you tomorrow. I am firmly opposed to you granting a variance in this case. I am a homeowner here on Isle of Capri and have been for 26 years. When I purchased my home I was denied a variance of approximately 12 inches and was forced to move a wall in my garage wall that distance in at a substantial cost to me in order to get a certificate of occupancy prior to my purchase. That was the position of your board that the rules, laws and regulations apply to all equally. Therefore I oppose granting a variance for new development.

Please help with the denial on this request.
Please let me know the outcome.

Thank you,
Jonathan Fuss
11950 5th Street East
City of Treasure Island.  
1201 108th Ave.  
Treasure Island FL  
Community improvement department  

Att: Mrs. Paulette Cohen  

Subject: case 2019–08V  

May 13, 2019  

Dear Mrs. Cohen  

My name is Al Simpson I reside at 380 Capri Blvd. the property immediately to the east of the subject properties.  

There are a number of reasons why my wife and I oppose this variance request to reduce the lot requirements established in the subdivision regulations (section 74-102) from a minimum mean lot width of 70 feet to 62.5 feet in order to subdivide the existing three lots into four lots. I will try to outline them below.  

- From a personal standpoint we are concerned that reduction of the lot size would allow a new dock to be built approximately 10 feet closer to our lot line which I believe would impede our water view possibly reducing the value of our property. Increasing the possible number of watercraft across the end of the channel I further believe would be detrimental to sea life in the channel (Has there been an environmental impact study done to determine what affect the number of docks changed from 3 to 4 would have ?). I also understand that there has been a request to reduce the side lot set back from 7 ½ feet to 5 feet. As you will appreciate it we are vehemently opposed to that variance.  

- As a resident of the Isle of Capri I am concerned that allowing the change from three lots to four in this case would set a bad precedent for the future allowing land assemblies of three 80 foot lots that then could be divided into four 60 foot lots increasing population density in the area. If this were allowed traffic would be increased on Capri Boulevard which is a very busy street as it is.
In conclusion the reason for our opposition to these variances are two fold, personal as well as feeling strongly that increased density in this area would be bad for a close-knit community like the Isle of Capri and in fact for the whole of Treasure Island. I hope the counsel feels the same way. I realize everybody should make a profit for their efforts but profit should not be the whole story.

I have enclosed some pictures of the area which I believe maybe relevant with the situation.

Thank you

Al Simpson
380 Capri Blvd.
Treasure Island FL