NOTICE AND AGENDA
CITY OF TREASURE ISLAND, FLORIDA
BOARD OF COMMISSIONERS
REGULAR MEETING
CITY HALL AUDITORIUM, 120 108TH AVE,
TREASURE ISLAND, FL 33706
JANUARY 6, 2020 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
   1. Certificate of Achievement for Excellence in Financial Reporting
   2. Recognition - Steve Rowland, Paramedic School Graduate
   3. Recognition - Daren Chiaputi, 2019 Employee of the Year/ 20 years of service

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES
   1. Approval of December 3, 2019 Board of Commissioners Regular Meeting Minutes
   2. Approval of December 3, 2019 Board of Commissioners Regular Workshop Minutes

G. CONSENT AGENDA
   1. City Manager Annual Evaluation
   2. Approve City Manager Purchase Authority for $145,374.17 for a Water Tight Access Hatch and Valve Vault Replacement at Lift Station #7 from TLC Diversified, INC
   3. Approve Agreement for Beach Trolley Service provided by PSTA for a 10-year period

H. ITEMS OF BUSINESS
1. Ordinance 2019-15, 2nd Reading and Public Hearing to Amend the FY 2020 General Fund Budget for the anticipated purchase of the Allied Building and appropriate two carry-forward items from FY 2019 that were inadvertently missed

2. Ordinance 2020-01, 1st Reading to Amend the FY 2020 Police Department Budget to appropriate donated funds in the amount of $15,200 for the purchase of a 1953 Pontiac Chieftain

3. Approve an Extension of Time for Site Plan Modification at 10091 Gulf Blvd.; Oceana East

4. Approve a Parking License Agreement with Jim White & Associates

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.
(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to City of Treasure Island by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 20,500 members and the communities they serve.
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

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Larry Lunn</td>
<td>Mayor</td>
<td>Present</td>
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<tr>
<td>Deborah Toth</td>
<td>Commissioner, District 1</td>
<td>Present</td>
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<td>Tyler Payne</td>
<td>Commissioner, District 2</td>
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<td>Saleene Partridge</td>
<td>Commissioner, District 3</td>
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<tr>
<td>Heidi Horak</td>
<td>Commissioner, District 4</td>
<td>Present</td>
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</tr>
</tbody>
</table>

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Approved

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

None

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

None

F. APPROVAL OF MINUTES

None

G. CONSENT AGENDA

Mayor Lunn reviewed the Consent Agenda items by title.

1. Authorize the City Manager to Execute a Work Authorization with Cardno for a City-wide Seawall Assessment in the Amount of $42,003

   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 to Execute a Contract with GML Coatings, LLC for the Same Terms and Conditions (“Piggy Back”) as the Manhole Rehabilitation Services Contract with Manatee County in the Amount of $327,000
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. Ordinance 2019-14, 2nd Reading and Final Public Hearing for Use and Regulation of the Treasure Island Municipal Marina

City Attorney Jennifer Cowan provided a second reading, by title, of ORD2019-14. Mayor Lunn opened the public hearing at 6:05 PM. There were no comments. The public hearing closed at 6:05 PM.

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

2. Ordinance 2019-16, 1st Reading and Public Hearing for Amending the City Code of Ordinances, Section 58-50, Consumption of Alcoholic Beverages on the Public Beach and Revising the Area of Regulation.

City Attorney Jennifer Cowan provided a first reading by title of ORD2019-16. There were no public comments.

RESULT: MOVED TO FUTURE MEETING [UNANIMOUS]  
Next: 12/17/2019 6:00 PM
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

3. Resolution 2019-17, East Causeway Trail Grant Application

Assistant Public Works Director Stacy Boyles requested authorization from the City Commission to submit a grant application that would assist in adding a pedestrian boardwalk on the east side of the Causeway. The new conceptual design includes a 6ft wide boardwalk over the proposed drainage bioswale without shifting the roadway or the median. Forward Pinellas is currently accepting Transportation Alternative Grant applications. The grant application would request funding in the amount of $350,000 to represent a City match of 10% or $40,000 which will be included in the 2021 FY budget.

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 adjourned at 6:14 PM.
The meeting was called to order at 6:05 PM by

I. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney had no report.

City Manager Brumback proudly acknowledged Cathy Hayduke and her team for an amazing Sanding Ovations event.

City Manager Brumback invited all to attend the Push Back Ceremony on Thursday at 10 AM for ‘Brush 24.’

II. DISCUSSION

1. Authorization to Submit a Permit Application to the Florida Department of Environmental Protection for the Clearing of Beach Vegetation from 103rd Avenue to 119th Avenue to Replicate the Vegetation Coverage Present in April 2014

Assistant Public Works Director Stacy Boyles spoke to the City Commission about preserving, protecting and promoting the City’s beach. Ms. Boyles explained that a group of residents and businesses are requesting the removal of beach vegetation. The biggest reason to remove vegetation is aesthetics. Some residents have concern over property values and rental attractiveness, while some hoteliers have patrons that would prefer a sandy resort-like atmosphere. Ms. Boyles showed comparative pictures from 2014 and 2019. She spoke regarding the different types of vegetation and the value of the vegetation. An alternative to removing the vegetation would be additional dune walkovers. An estimate of $300,000 has been budgeted for the removal of the beach vegetation. Prior to removal a thorough survey would be needed to clearly mark the removal areas. The removal process would take approximately 90 days to complete outside of marine turtle nesting season. If the Commission moves forward the proposed beach raking a Coastal Construction Control Line permit application will need to be submitted to FDEP.

Conversation amongst the Commission took place regarding specific areas of the beach vegetation, raking in incremental steps, the impact on tourism, the placement of an ADA dune walkover and communicating with FDEP.

Several residents were in attendance and requested to speak to the City Commission about raking the beach.

Martin Schweiner, 11000 Gulf Blvd Mr. Schweiner told how he moved to Treasure Island not too long ago. He encouraged the City Commission to consider raking the entire beach and to talk to the professional sand rakers. He thanked the Commissioners for their work.

Doug Izzo, Tampa Bay Beaches Chamber of Commerce Mr. Izzo informed the City Commission that the Chamber has heard from several individuals and businesses who agree that they want the beach raked like it was. This is more than aesthetics it is also safety.

Clyde Smith, 10219 Tarpon Drive Mr. Smith pointed out that the grass that has grown on the beach has really affected business. He explained that the flooding that occurs on the beach encourages the
vegetation growth. He asked the City Commission to get the process started and move forward with cleaning up the beach.

Ginger Goepper, 9815 Harrell Ave Ms. Goepper reminded the City Commission that sea grass is protected. She told how the sand dunes serve as the first line of defense for the beach and spoke regarding the many specific birds that live in the dunes.

Dennis Denton, 11000 Gulf Blvd Mr. Denton stated that he is totally in favor of getting the permit to restore the beach. We would like our beach back, with no walkovers, no sand spurs and no vegetation.

Ken Ohlrogge, 11000 Gulf Blvd Ken is a permanent resident of Treasure Island. He has been coming to Treasure Island for over 30 years and has watched the beauty of the beach disappear over that time. While Mr. Ohlrogge appreciates the comments heard tonight about the birds and plants, the beach is not a wildlife sanctuary. He pointed out that cleaning up the beach will be expensive and offered that it be done incrementally to save costs. Mr. Ohlrogge encouraged the Commission to move forward and apply for the necessary permit and urged the Commissioners to get some consultation from those who have experience in sand raking.

Carlos Miro, District 3 Mr. Miro affirmed the importance of aesthetics. That is why we live here, because it is beautiful. He requested the City Commission be cautious, stating his belief that the beach can be beautified without ruining it. Mr. Miro pointed out the fine line that occurs when aesthetics compromises the environment.

Ben Garg, 11000 Gulf Blvd The Gargs bought their condo in 2005. They fell in love with the beautiful beach. The City took good care of the sand and the beach until 2014 when all of a sudden they stopped raking and now the beach is ruined. The vegetation has taken over the beach because the City has dropped the ball. The weeds are ugly and my grandson got a sand spur and now he does not want to come back.

Steven Watkins, 11000 Gulf Blvd Mr. Watkins has been coming to Treasure Island since 1978 and this was the most pristine of beaches. Mr. Watkins no longer drives, but he does ride his bike every day and he sees snakes, rats and all kinds of things that he has never seen on this beach that are driving people away. As owner of 4 Treasure Island properties, Mr. Watkins is very vested in this community. We used to be the number one beach in the country and why are we not fighting for that? The beach is weeds and it is not natural; if you want natural, build up the berms and put sea oats on them.

Bob Minning, District #3 Mr. Minning first came to Treasure Island in 1951 to visit his grandparents. He moved here with his family in 1992 and became a resident of Paradise Island. Mr. Minning told how when he was appointed to the Beach Stewardship Committee in 2009. He cautioned the Commission to be as transparent as possible when making requests to FDEP.

Nancy Watters, Sunset Beach Ms. Watters stated her opposition to removing the natural beach vegetation. She agreed that a compromise may be necessary, while emphasizing that the beach must be protected. This proposal is a huge step backwards in our conservation goals. It is expensive and destructive.

Robin Miller, Tampa Bay Beaches Chamber of Commerce Ms. Miller pointed out that there is responsible vegetation and responsible raking. She agreed that protecting the beach is critical and emphasized that there is no intention to rake the entire beach and wipe out all vegetation.

Arthur Czysczon, Owner Page Terrace Mr. Czysczon submitted his comments in writing before the meeting. I am writing in support of moving forward with the Workshop Discussion Item #1: Authorization
to Submit a Permit Application to the Florida Department of Environmental Protection for the Clearing of Beach Vegetation from 103rd Avenue to 119th Avenue to Replicate the Vegetation Coverage Present in April 2014.

As a local hotel owner and resident, I absolutely can attest to the negative economic impact for the businesses along the beach in Treasure Island due to the over grown grassy areas. While I firmly believe in keeping our beaches beautiful and natural, there has to be standards of how to maintain these areas to ensure the safety of our beach goers as well as the cleanliness of the beach. Due to the lack of upkeep on these areas, I have personally witnessed garbage and debris piling up as well as have seen people getting injured by tripping over the vines or getting stuck by the sand spurs. I fully support an effort to maintain a well-groomed beach keeping in mind public safety and environmental impact while also supporting tourism to our #1 attraction, the beach!

Please add this email to the record as I am unable to attend the Commissioner's Meeting on Tuesday, December 3, 2019.

The Commission participated in discussion that included where the beach should be raked, how and when the beach should be raked, the necessity and location of an additional dune walkover and the requirement to be up front and transparent with FDEP.

Commission consensus was to move this item forward to the Regular Agenda of the next regularly scheduled Commission Meeting.

RESULT: MOVED TO FUTURE MEETING

2. Community Survey Review

Assistant City Manager Amy Davis introduced the most recent Community Survey to the City Commission, explaining that this survey will be used to collect data and suggestions that will be helpful when we work on the Strategic Plan. Management Analyst Mike Munger added that the survey is user friendly and staff hopes to conduct this survey annually or semiannually so we can compare year after year. He told how there are 5,870 households in Treasure Island. The goal is to receive 400 completed surveys. The survey will go live on December 18th and run through the end of January.

Commissioner Horak asked that a new tag line be considered and pointed out that the survey is too long. Commissioner Partridge asked about the results of previous surveys that have been done and asked that those results be used for comparison. Commissioner Toth asked to have parks added into the proposed survey questions.

Commission consensus was that more work needed to be done on the survey. They asked for the survey to be brought back at a later meeting for more discussion.

RESULT: MOVED TO FUTURE MEETING

3. Hold Harmless Agreement - St. Petersburg Fire Training Grounds

Fire Chief Barrs explained that this is the same agreement the City Commission approved last year, allowing for use of the St. Petersburg training grounds by members of our Fire Department. This agreement is for three years rather than one. The Chief affirmed that the agreement has been reviewed by the City Attorney and the City does hold the insurance required by the agreement.
Commission consensus was for this item to move forward to the Consent Agenda of the next regularly scheduled Commission Meeting.

RESULT: MOVED TO FUTURE MEETING
Next: 12/17/2019 6:00 PM

4. Parking License Agreement with Oak Hill Beach House

Parking Coordinator Mike Munger spoke regarding the City’s parking program and its recent expansion. The property at 12625 Sunshine Lane does not provide on-lot parking for its tenants. If the City metered the adjacent lot the tenants would have to pay the hourly parking fees to park at their residence. Since there are no practical areas for the property owner to provide parking on-lot for the tenants, the City has offered to execute this license agreement with the owner for the exclusive use of tenant parking. In the first year of the agreement the Licensee has agreed to pay the City a sum of $2,500. This agreement is effective for 5 years with automatic annual renewal and rate increases not to exceed 5%.

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

RESULT: MOVED TO FUTURE MEETING
Next: 12/17/2019 6:00 PM

5. Ordinance 2019-15, Amending the FY 2020 General Fund Budget for the anticipated purchase of the Allied Building and appropriate two carry-forward items from FY 2019 that were inadvertently missed

Assistant City Manager and Finance Director Amy Davis spoke regarding the FY2020 budget. The purpose of Ordinance 2019-15 is to enable three corrections to that budget which include the anticipated purchase of the Allied building as well as two carry-forwards within the General Fund. This portion of the budget amendment will have no net impact on the budget since both revenues and expenditures will be increased equally, it is simply for bookkeeping.

RESULT: MOVED TO FUTURE MEETING
Next: 12/17/2019 6:00 PM

6. Replacement of 3 Public Works Fleet Vehicles

Purchasing Coordinator Mike Munger spoke regarding the scheduled replacement of 3 Public Works Vehicles. The City's FY2020 budget includes $88,500 for the replacement of three fleet vehicles that have reached end of useful life.

Commission consensus was to move these items forward to the Consent Agenda of the next regularly scheduled Commission Meeting.

RESULT: MOVED TO FUTURE MEETING
Next: 12/17/2019 6:00 PM

7. Authorization to purchase parking meter and paystation merchant services from First Data in the amount of up to $40,000 in FY 2020

Assistant Finance Director Junko Brown explained that in 2018 the City went through the quote process for credit card merchant services. We have been pleased with the services provided by First Data and would prefer to continue doing business with them.

Commission consensus was to move this item forward to the Consent Agenda of the next regularly scheduled Commission Meeting.
8. Authorization to purchase software maintenance support, training and/or supplies from Tyler Technologies in the amount of up to $31,000 for FY 2020

Assistant City Manager and Finance Director Amy Davis requested authorization from the City Commission to purchase software maintenance support from Tyler Technologies. Several programs used by the City are supported by Tyler Technologies such as ENER-GOV and MOBILE-EYES.

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

9. Authorization for purchases projected to exceed $25,000 to Bilmar Beach Resort for the 2019 Sanding Ovations Master’s Cup

Recreation Director Cathy Hayduke reflected on the success of the 11th Annual Sanding Ovation’s Master Cup. Due to the increase in attendance the gross bar sales after paying out sales tax was $87,472.91. The amount due to the Bilmar Beach Resort is estimated to be $28,483.15.

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

III. OLD BUSINESS

None

IV. CITY COMMISSION REPORTS

Mayor Lunn invited folks to attend Robbie’s Pancake Breakfast on Sunday December 8th from 8 AM to Noon at the Community Center.

Commissioner Partridge invited everyone to attend the Paradise Holiday Light Up Event on Friday the 6th at 6 PM.

Commissioner Payne invited residents to the Triangle Park Tree Lighting at 7 PM on Sunday the 8th.

V. PUBLIC COMMENT

None

VI. ADJOURN

The meeting adjourned at 8:13 PM.
DATE:

TO: Garry Brumback, City Manager

FROM: Tiffany Makras, Human Resources Director

SUBJECT: City Manager Evaluation

BACKGROUND
City Manager Garry Brumback was hired on December 18, 2017 and per his employment contract, he is due a performance evaluation annually at his anniversary and is eligible for a merit increase at that time.

The Mayor and City Commissioners each completed an annual evaluation of Mr. Brumback, then provided it and a proposed salary increase percentage to the Human Resources Director. The collective scores were averaged and the final overall performance score is 2.61/3.00; and the proposed salary increase average is 3.2%.

STRATEGIC PLAN RELEVANCE
GOAL 6: Hire, develop, support and retain a diverse workforce that is focused on customer service and delivering high quality services to the City.

ANALYSIS / DISCUSSION
For comparative purposes staff obtained salary information for City Managers in nearby municipalities:

<table>
<thead>
<tr>
<th>City Name</th>
<th>City Manager Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gulfport</td>
<td>$147,428.00</td>
</tr>
<tr>
<td>Madeira Beach</td>
<td>$125,000.00</td>
</tr>
<tr>
<td>South Pasadena</td>
<td>N/A</td>
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<tr>
<td>St. Pete Beach</td>
<td>$175,000.00</td>
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<tr>
<td>Treasure Island</td>
<td>$145,600.00</td>
</tr>
</tbody>
</table>

With the proposed 3.2% merit increase, Mr. Brumback’s annual salary would be $150,259.

FUNDING
There are adequate funds budgeted to cover the proposed salary increase for the City Manager.
MOTION

I move to approve and authorize a 3.2% merit increase for the City Manager’s annual salary to take effect on his anniversary date of 12/18/2019.
DATE: December 9, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Authorization to Purchase Services for the Installation of a Water Tight Access Hatch and Valve Vault Replacement at Lift Station #7 from TLC Diversified, Inc. in the amount not to exceed $145,374.17.

BACKGROUND

On March 19, 2019, the City Commission authorized the City Manager to execute a Purchase Order to SAK Enterprises, Inc. to manufacture a Water Tight Access Hatch for Lift Station #7.

The hatch is designed to handle 10’ of seating head of water and H-20 traffic loading. The hatch will include powder-coated fall protection in safety orange and a recessed padlock with a flush handle and stainless steel hardware. The lead time for the water tight access hatch was approximately 3 to 4 months after the shop drawing approval.

The shop drawing and approval process was a detailed and slow process due to the fact that the specialty hatch needed to be H-20 traffic rated. See Exhibit 1.

Below is the production schedule to date:

<table>
<thead>
<tr>
<th>Task</th>
<th>Completion Date</th>
<th>PO Duration</th>
<th>Actual Duration</th>
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<tbody>
<tr>
<td>PO Execution</td>
<td>4/5/19</td>
<td></td>
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<tr>
<td>Shop Drawing Preparation for AED (Engineer) Review</td>
<td>5/31/19</td>
<td>6-8 Weeks</td>
<td>8 Weeks</td>
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<tr>
<td>AED Issued Request for Information (RFI)</td>
<td>6/18/2019</td>
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<tr>
<td>AED Formally Rejected Shop Drawing</td>
<td>7/08/19</td>
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<tr>
<td>Shop Drawing Resubmittal</td>
<td>08/08/19</td>
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<td>AED Issued RFI</td>
<td>08/16/19</td>
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<tr>
<td>RFI Addressed</td>
<td>08/21/19</td>
<td></td>
<td></td>
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<tr>
<td>Shop Drawing Approval / Begin Fabrication</td>
<td>08/21/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fabrication</td>
<td>01/15/20</td>
<td>20 Weeks</td>
<td>21 Weeks</td>
</tr>
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</table>

As you can see in the above schedule, there was a rejection of the shop drawing that required further engineering. The engineering was required due to a necessary revision to the hinges and fall protection grate clearance for the float mechanism. It is extremely important that the fall
protection/safety grate included as part of the water tight hatch. The water tight hatch will be opened at a minimum of twice weekly for lift station operational checks and safety of our employees is extremely important.

POLICY / PURPOSE
To request authorization from the City Commission to authorize the City Manager to purchase installation services for a water tight access hatch and valve vault replacement at Lift Station #7.

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
To reduce inflow at the City’s wastewater lift stations, Public Works identified the need for water tight access hatches approximately 4 years ago. However, with most of the City’s wet wells being located within a roadway, a water tight hatch would also be subject to “direct traffic” vehicle loads. Many hatch manufacturers (Halliday Products, USF Fabrication, US Foundry, etc.) can provide a hatch meeting the City’s water tightness or vehicle loading requirements, but not both. Furthermore, the manufacturers of hatches typically supplied to the City were not able to fulfill a custom order meeting both design requirements.

With the assistance of our continuing engineering consultant, Advanced Engineering & Design, Inc. (AED), a local company was identified that would be able to design and manufacture this specialty hatch. SAK Enterprises, Inc., based in Bradenton, FL, specializes in the custom fabrication of flood-proofing products and has experience in access hatch production.

On July 24, 2018 the Commission unanimously authorized a contract with TLC Diversified, Inc. for Utility Rehabilitation and Construction Services. TLC was contacted by the Public Works Department to provide a cost for the installation of the hatch and the new wet well vault and valve vault. The valve vault will be reinstalled closer to the edge of roadway to minimize the sound of vehicles moving across the access hatch. TLC provided an installation cost not to exceed $145,374.17.

As shown below, Lift Station #7 is located on 115th Avenue and is in the middle of the east bound lane. 115th Avenue is scheduled to be milled and paved in late February to early March 2020. The installation work is recommended to be performed prior to the road surface work to minimize future disturbances.
FUNDING

Funding for this project is available in the Water Pollution Control account number 420-5350-63450 in the amount not to exceed $145,374.17

RECOMMENDATIONS

Staff recommends that the commission authorize the City Manager to purchase installation services for a water tight access hatch and a replacement valve vault for Lift Station #7 from TLC Diversified.
ATTACHMENTS

Exhibit 1 - Access Hatch Submittal Drawing

MOTION

I move to approve and authorize City Manager Purchase Authority to purchase installation services for a water tight access hatch and replacement valve vault at Lift Station #7 from TLC Diversified in the amount not to exceed $145,374.17.
DESIGNED TO CONFORM TO AASHTO HL93 WHEEL LOADING IN COMBINATION WITH 2 FEET HEAD PRESSURE
0.5\"-13 X 3\" 316 SS HEX TAP BOLT

1/4" EPDM RUBBER

GASKETED 316 SS WASHER

3/4\" MULLION WIDTH

SECTION F-F

1/2\" X 1\" GASKETED 316 SS WASHER

1/2\" X 1\" GASKETED 316 SS WASHER

ALUMINUM PULL ROD

WELD ON LOW PROFILE LIFTING HANDLES

DETAIL H

SCALE 1 : 8

HATCH #7

OPENING NAME:

Sheet 3 of 3

SAK Enterprises, Inc.

141-781-3669

www.sakenterprises.com

355 Laramie Ranch Blvd

Suite 102

Bradenton, FL 34211

G.2.a

Attachment: Exhibit 1 - REV B Treasure Island Hatch 7 Submittal Drawing 2 (2210 : Authorization to Purchase Services for the Installation of a Packet Pg. 19
G.3
CITY OF TREASURE ISLAND
AGENDA COVER MEMORANDUM
January 6, 2020       Item No. G.3

DATE:       November 20, 2019
TO:         Garry Brumback, City Manager
FROM:       Amy Davis, Finance Director / Assistant City Manager
SUBJECT:    Agreement for Beach Trolley Service provided by PSTA for a 10-year period

BACKGROUND
PSTA has been providing trolley and bus services to the City through a tri-party agreement between PSTA, the City of St. Pete Beach and the City of Treasure Island for nearly 20 years. The most recent agreement was effective September 6, 2016, which was renewed and amended annually to reflect updated fee for service expired on September 30, 2019.

The City of St. Pete Beach has requested a change in their services and pricing model and no longer desired a tri-party agreement. As a result, the City of Treasure Island and PSTA staff met and negotiated an agreement that is fair to both parties and has a formulaic increase in the fee that will no longer require annual commission approval. This will streamline the process since no change in service is anticipated, although the City can request a service level change should it be desired at any time.

POLICY / PURPOSE
To consider the proposed Agreement for Beach Trolley Services to the City of Treasure Island provided by PSTA.

ANALYSIS / DISCUSSION
The significant items in the proposed agreement are listed below, however, staff’s strategy was to continue the service levels, have a proposed 5-year fee schedule that was fair to both parties.

1. The proposed agreement for Suncoast Beach Trolley Service is for a 10-year period beginning October 1, 2019 through September 30, 2029.

2. The Agreement provides that the PSTA will operate a trolley service in the Cities in accordance with the routes and schedule provide in Exhibit 1 of the proposed
agreement. There is no change to the fixed route through Treasure Island being proposed.

3. In FY 2013 the fee methodology was changed from an hourly rate to a fixed fee. This agreement will change the fee methodology from a fixed fee to a calculated operator hourly rate per revenue hour spent in Treasure Island. The time spent in Treasure Island for the SBT route is still roughly 1/3 of the route or calculated to be 5,168 hours/year.

4. In addition to the Beach Trolley Service fee, Treasure Island will pay for Demand Response Transportation (DART) paratransit service provided to city residents based on PSTA’s contracted rate for DART paratransit services.

5. The annual fee increase for trolley services for the first five-year period increases to the projected operator hourly rate per revenue hour, then allows for PSTA to true-up the to the actual operator hourly rate effective October 1, 2024 with future annual increases based on the average actual increases over the prior 5-year period. The annual fee increase for DART paratransit services for the first five-year is based on the average increases in the operator driver rate for the prior five-year period, which is 3.9%. The proposed agreement allows for a true-up to actual contractual rates for DART paratransit services effective October 1, 2024 with future annual increases based on the average actual increases over the prior 5-year period.

6. The total cost to Treasure Island for the Beach Trolley and for DART service will be $214,594, of which is calculated using an operator hourly rate per revenue hour of $40.50. This amount is less than the City budgeted ($309,851), however, does not provide cost recovery for PSTA for providing trolley services. As a result, over the first five years of the proposed agreement brings Treasure Island to the anticipated operator hourly rate so that PSTA is recovering their cost to provide trolley services to Treasure Island.

7. The Pinellas Transit Authority’s millage rate was .7500 last year, which would levy $1,498,809 in property taxes on Treasure Island property owners. The proposed agreement for trolley and DART paratransit services represents approximately .1076 of the City’s total millage rate, which remains an excellent value for Treasure Island, while working toward cost recovery to PSTA for providing the service.

**FUNDING**

The funding is included in the FY 2020 budget.

**RECOMMENDATIONS**
Staff recommends authorizing the execution of the Agreement for Beach Trolley Service for the period October 1, 2019 through September 30, 2029 that allows for a driver cost per revenue hour true-up after 5-years or mid-way through the agreement period.

**ATTACHMENTS:**
Agreement including the first 5-year fee schedules.
PSTA’s cost calculations for providing trolley and DART paratransit services.

**MOTION**

I move to approve and authorize the City Manager to execute the Agreement for Beach Trolley Service provided by Pinellas Suncoast Transit Authority for the period October 1, 2019 through September 30, 2029.
SUNCOAST BEACH TROLLEY AGREEMENT
CITY OF TREASURE ISLAND

THIS SUNCOAST BEACH TROLLEY AGREEMENT (the “Agreement”) is made and entered into effective this 1st day of October, 2019 (the “Effective Date”), by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district of the State of Florida (PSTA), and the CITY OF TREASURE ISLAND, a Florida municipal corporation (the City)(collectively, the Parties).

RECITALS

WHEREAS, PSTA has been providing trolley and bus services to the City pursuant to a joint agreement between PSTA, the City of St. Pete Beach, and the City for nearly 20 years, most recently under an agreement dated September 6, 2016, as renewed and amended (the Original Agreement); and

WHEREAS, the Original Agreement expired on September 30, 2019; and

WHEREAS, the Parties desire to continue providing trolley services to the City to promote and improve public transportation for the benefit of residents, visitors, and employees in the City, on the terms and conditions stated in this Agreement.

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

1. Recitals Acknowledged. The above recitals are true and correct and are incorporated in this Agreement by reference.

2. Service, Schedule, Routes, and Equipment. PSTA will provide trolley bus service to the City along the Suncoast Beach Trolley (SBT) route, as shown on and in accordance with the schedules attached as Exhibit 1 and on the terms and conditions stated in this Agreement (the “Fixed Route Services”). The Fixed Route Services will be provided with a trolley bus only. A different vehicle may be substituted for a trolley bus (the “Substituted Vehicle”) if suitable for public transportation and only in situations where there has been a mechanical breakdown of the trolley bus and only when there is not a backup trolley bus available. In the event the conditions for a vehicle substitution occur, in no event will the Substituted Vehicle remain in service for more than five (5) consecutive days without prior notification to the City. PSTA has the authority to utilize subcontractor(s) to provide all or part of the Fixed Route Services and, in an instance where a subcontractor is utilized, PSTA has the sole and exclusive authority to select the subcontractor without prior City approval. PSTA will ensure that any trolley buses used for the Fixed Route Services will be maintained in a clean, safe, and operable fashion.

a. *Fixed Route Services.* The City and PSTA have estimated the hourly rate of service for the first 5 years of the Term (“Hourly Rate”). The Hourly Rate is the operator’s hourly rate per revenue hour. The City shall pay PSTA for the Fixed Route Services by billable hours of service in the City multiplied by the Hourly Rate as follows:

<table>
<thead>
<tr>
<th>Contract Term Year</th>
<th>Billable Hours</th>
<th>Hourly Rate</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. (FY 19-20)</td>
<td>5,182</td>
<td>$40.50</td>
<td>$209,871</td>
</tr>
<tr>
<td>2. (FY 20-21)</td>
<td>5,182</td>
<td>$45.56</td>
<td>$236,105</td>
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<td>3. (FY 21-22)</td>
<td>5,182</td>
<td>$48.75</td>
<td>$252,632</td>
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<td>4. (FY 22-23)</td>
<td>5,182</td>
<td>$52.16</td>
<td>$270,316</td>
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<tr>
<td>5. (FY 23-24)</td>
<td>5,182</td>
<td>$55.82</td>
<td>$289,239</td>
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</tbody>
</table>

i. *Change in Billable Hours for Fixed Route Services.* In the event PSTA and the City desire to change the service hours on the SBT Route, the billable hours of service will be increased or decreased accordingly, and this change will be appended to this Agreement as of the effective date of the service change. The Annual Cost paid by the City will be adjusted accordingly.

ii. *Change in Hourly Rate for Contract Term Years 6-10 for Fixed Route Services.* The City and PSTA agree to have a true-up in year six (6) of the Term. To that end, no later than July 1, 2024, PSTA shall provide the City with the actual operator’s hourly rate per revenue hour that is effective October 1, 2024 (“2024 Actual Hourly Rate”). Also, by no later than July 1, 2024, PSTA will provide the City with an average of the change in the actual operator’s hourly rate per revenue hour for years one (1) through five (5) of the Term (“Average Actual Hourly Change”). The 2024 Actual Hourly Rate will serve as the Hourly Rate for the purpose of calculating the City’s payment for Fixed Route Services on the SBT Route for year six (6) of the Term. The Hourly Rate will be changed for each subsequent year remaining of the Term by the Average Actual Hourly Change.
The Parties shall append an updated table in the form set forth above to this Agreement no later than September 30, 2024.

b. **DART Services.** The City and PSTA have estimated the annual costs of the Demand Response Transportation (“DART”) paratransit service provided to the residents of the City for the first five (5) years of the Term (“DART Annual Cost”). The City shall pay the DART Annual Cost as follows:

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<tr>
<th>Contract Term Year</th>
<th>DART Annual Cost</th>
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<tbody>
<tr>
<td>1. (FY 19-20)</td>
<td>$4,723</td>
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<tr>
<td>2. (FY 20-21)</td>
<td>$4,907</td>
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<td>3. (FY 21-22)</td>
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<td>4. (FY 22-23)</td>
<td>$5,297</td>
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<tr>
<td>5. (FY 23-24)</td>
<td>$5,504</td>
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</tbody>
</table>

i. **Change in DART Annual Cost for Years 6-10 for DART Services.** The City and PSTA agree to have a true-up in year six (6) of the Term. To that end, no later than July 1, 2024, PSTA shall provide the City with the actual contracted rate for DART paratransit services effective October 1, 2024 (“2024 DART Annual Cost”). Also, no later than July 1, 2024, PSTA shall provide the City with an average of the change in the annual cost for DART services for years one (1) through five (5) of the Term (“Average DART Annual Cost Change”). The 2024 DART Annual Cost will be the DART Annual Cost along the SBT Route for year six (6) of the Term. The DART Annual Cost will be changed for each subsequent year remaining of the Term by the Average DART Annual Cost Change. The Parties shall append an updated table in the form set forth above to this Agreement no later than September 30, 2024.

c. The total annual amount of all payments due to PSTA under this Agreement is equal to the total Annual Cost for the Fixed Route Services and the DART Annual Cost as provided above for each year of the Term. PSTA shall invoice the City in monthly installments on the 1st of each month. All invoices will be paid in accordance with the Florida Prompt Payment Act, section 218.72, et. seq., Florida Statutes.
4. **Compliance with Law.** PSTA, while in the performance of its duties under this Agreement, shall comply with all federal, state, and local laws applicable to all services provided under this Agreement.

5. **Amendments to Exhibits.** The schedules and routes illustrated in Exhibit 1 and as may be modified by the text of this Agreement constitute the approved schedules and routes under this Agreement. Any changes to the schedules or routes other than as set forth in this Agreement within the jurisdictional limits of the City will require the written consent of the Parties and will become an addendum to this Agreement.

6. **PSTA Regulations.** All applicable regulations, rules, and laws governing the riders of PSTA’s service, including but not limited to PSTA’s rules regarding the use of transfers or passes, must be complied with by all riders of the Fixed Route Services and will be enforced by PSTA in its sole discretion.

7. **Uniform Fare Structure.** The fare structure for the Fixed Route Services is the same as the fare structure established by PSTA for the other portions of the respective Fixed Route Services. PSTA’s fare structure in existence as of the Effective Date is set forth on Exhibit 2 and is subject to revision as deemed appropriate by PSTA, at PSTA’s sole discretion.

8. **Effective Date and Term.** This Agreement will commence upon the Effective Date and will continue for a period of ten (10) years, until September 30, 2029 (the Term) unless terminated sooner as provided in this Agreement. The Agreement Term years will run from October 1 to September 30 of the next year. This Agreement may be renewed upon mutual written agreement of the Parties.

9. **Termination without Cause.** This Agreement may be terminated by either party without cause by providing the other party with six (6) months’ prior written notice of termination.

10. **Hold Harmless.** The Parties agree, to the extent allowed by law, to hold the other harmless for the negligent acts or omissions of their employees and officer, and for any violations of federal or state law or regulation, including but not limited to 42 U.S.C., §1983, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans With Disabilities Act, and Chapter 760, Florida Statutes. Nothing contained in this Agreement will be construed as a waiver of any immunity from or limitation of liability the City or PSTA may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive termination of this Agreement. The obligation of the City and PSTA to indemnify, defend, and hold harmless the others under this Agreement is limited to the same extent that the
City or PSTA would otherwise be obligated directly to third persons under existing law or to the extent provided under section 768.28, Florida Statutes.

11. Notices. All notices, requests, demands, deliveries, and other communications which are required or permitted under this Agreement must be in writing and will be deemed to have been duly given when delivered personally, when mailed, registered or certified first class, postage pre-paid, to the persons and addresses set forth below:

The City:
Jennifer R. Cowan, City Attorney
Lewis, Longman & Walker, P.A.
100 Second Avenue South, Suite 501
St. Petersburg, FL 33701

PSTA:
Chief Executive Officer
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, FL 33716

Copy to:
Jennifer R. Cowan, City Attorney
Lewis, Longman & Walker, P.A.
100 Second Avenue South, Suite 501
St. Petersburg, FL 33701

Either party may change the persons and addresses to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided above.

12. Entire Agreement. This Agreement, together with any and all exhibits to this Agreement, supersedes any and all prior negotiations, oral agreements, and representations made relating to the subject matter of this Agreement and, except for any written agreement, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire Agreement of the Parties relating to the subject matter set forth in this Agreement. This Agreement may not be altered or amended except by a writing signed by the Parties except for as provided in Paragraph 2(a)(i), Paragraph 2 (a)(ii), and Paragraph 2 (b)(i) of this Agreement. No waiver of the terms or conditions of this Agreement will be effective unless in writing and executed by the Parties. The waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision of this Agreement will not be deemed nor construed as a further or continuing waiver of any condition or breach or a waiver of any condition or breach or a waiver of any condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Agreement.
13. **Assignment.** This Agreement is binding upon, and will inure to the benefit of the Parties. This Agreement may not be assigned by a party without the written consent of the other party.

14. **Third Party Rights.** This Agreement creates no rights or claims whatsoever in any person other than the Parties to the Agreement.

15. **Severance.** If any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions this Agreement will not in any way be affected or impaired.

THE PARTIES have executed this Agreement as of the Effective Date.

PSTA:

__________________________  ________________________________
Brad Miller, CEO
Attest:
__________________________  ________________________________
Chief Executive Assistant

Approved as to form:
__________________________  ________________________________
Alan S. Zimmet, General Counsel

THE CITY:

__________________________  ________________________________
Garry Brumback, City Manager
Attest:
__________________________  ________________________________
Ruth Nickerson, City Clerk

Approved as to form:
__________________________  ________________________________
Jennifer R. Cowan, City Attorney
Suncoast Beach Trolley
ST. PETE BEACH TO DOWNTOWN CLEARWATER
MONDAY - SUNDAY AND HOLIDAYS

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</tbody>
</table>

# - These trips do not run Monday through Thursday.
X - Serves Mandalay Ave & Acacia St these trips
NOTE: Trolley does not serve Belleair Beach or Belleair Shores
- Wheelchair Service Provided On All Trips

TIMES SHOWN ARE SCHEDULED BUT MAY VARY DUE TO TRAFFIC CONDITIONS, WEATHER OR UNFORESEEN EVENTS.

The Suncoast Jolley Trolley (727) 445-1200 provides circulating service to Clearwater Beach, Island Estates, Beach Walk, and Downtown Clearwater. Ask your Bus Operator for a transfer if you ride the Jolley Trolley. Also available is a Trolley driver your GO Card and you can ride for free.

Effective 2-3-1

Packet Pg. 29
Suncoast Beach Trolley™
DOWNTOWN CLEARWATER TO ST. PETE BEACH
MONDAY - SUNDAY AND HOLIDAYS

<table>
<thead>
<tr>
<th>Park Street Terminal</th>
<th>Island Estates</th>
<th>Clearwater Beach Transit Center</th>
<th>Gulf Blvd &amp; 180 Ave</th>
<th>Gulf Blvd &amp; 150 Ave</th>
<th>75 Ave &amp; Gulf Blvd</th>
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</table>

* - This trip ends at Sand Key.
# - These trips do not run Monday through Thursday.
X - Serves Mandalay Ave & Acacia St these trips
NOTE: Trolley does not serve Belleair Beach or Belleair Shores
emas - Wheelchair Service Provided On All Trips

TIMES SHOWN ARE SCHEDULED BUT MAY VARY DUE TO TRAFFIC CONDITIONS, WEATHER OR UNFORESEEN EVENTS.

* - This trip ends at Sand Key.
# - These trips do not run Monday through Thursday.
X - Serves Mandalay Ave & Acacia St these trips
NOTE: Trolley does not serve Belleair Beach or Belleair Shores
emas - Wheelchair Service Provided On All Trips

TIMES SHOWN ARE SCHEDULED BUT MAY VARY DUE TO TRAFFIC CONDITIONS, WEATHER OR UNFORESEEN EVENTS.
FARE POLICY GUIDELINES

The goal of this Fare Policy is to support PSTA’s mission of providing high-quality public transportation services for the benefit of the individuals and communities that it serves.

FARE POLICY PURPOSE

The purpose of the Fare Policy is to establish guidelines for setting or restructuring PSTA fares. PSTA staff, Transit Riders Advisory Committee, and Board of Directors will refer to this policy when making decisions regarding PSTA’s fare pricing and products. Such decisions will also be made in accordance with Federal Transit Administration (FTA), Americans with Disabilities Act (ADA), and State of Florida requirements in addition to PSTA’s enabling legislation, which directs PSTA to adopt a fare policy that addresses:

- a fare structure, including fare media and passes;
- pricing levels, including discounts;
- a system for free or substantially price-reduced fares, and;
- fare equity.

PSTA will review its fare policy and pricing annually, with the expectation that fares may need to be adjusted more frequently due to increased Authority costs, changing market conditions, or other situations that will impact the Fare Policy Objectives.

FARE POLICY OBJECTIVES

PSTA’s fare policy objectives reflect the complexity of developing a fare structure which balances the desire to keep fares affordable for PSTA customers with the need to maximize fare revenue to help maintain and expand transit operations. When changes to the fare structure are considered, strategies for meeting the below objectives will be developed and evaluated. Any new fare structure will encompass the mix of strategies that are determined to best meet the Fare Policy Objectives, as described below, in the context of the conditions and needs at that time:
1. **Promote Transit Utilization and Occupancy**

Because PSTA exists to provide transit services for the benefit of the public, the degree to which PSTA increases ridership is a direct indication of how successfully PSTA is achieving its mission. However, when an increase in ridership creates the need to add service, the resulting additional fare revenue is offset by new operating costs. It is therefore important to adopt fare strategies that will increase ridership on services that have underutilized passenger capacity. It is also important to adopt fare strategies that promote usage and make PSTA services attractive, simple, and convenient to use.

2. **Establish Equitable Fares (Title VI)**

To be equitable, fares must take into account the needs of various populations of users and types of services. The fare structure should, therefore, support the travel patterns and requirements of transit riders throughout the service area and should reflect the level and quality of the service provided. The fare structure should be clear and equitable. PSTA recognizes the need to ensure that for any fare increase, the share of the burden placed on Title VI communities is not disproportionately greater than that borne by the system as a whole.

3. **Optimize Fare Revenue Stream**

Because fare revenue is a critical component of PSTA’s operating budget, any increase to, or restructuring of fares should ensure that the total fare revenue stream is maintained at an appropriate and predictable level within changing economic conditions. To accomplish this, PSTA will assess all transit services periodically.

Fares will also be reviewed annually considering inflation. Fare decisions will also be based on the annual budget assumptions, Board rules and regulations, and Board determination.

PSTA will also stay abreast of the latest developments in fare collection technologies to maximize and improve revenue collection as appropriate and feasible, including the elimination of fraudulent transactions and fare evasion.

4. **Improve Customer Satisfaction, Mobility & Access**

The fare structure should enhance the ability of riders to access the system and move through it with ease. This will ultimately include regional travel between Pinellas and the entire Tampa Bay Region including Hillsborough, Citrus, Hernando, Manatee, Pasco, Polk, and Sarasota counties. Fare options should also be convenient, easy to understand, and reward frequent usage.
5. Improve Operations
PSTA’s fare policy should strive to improve system performance. This will be accomplished by making fare payment simpler, easier, and faster, resulting in reduced boarding times.

6. Respect Customer Privacy
As PSTA strives to implement fare collection technologies that are easy and convenient to use, the Authority recognizes the need to respect customers’ privacy and ensure the security of personal information.

FARE POLICY CHANGES

PSTA’S fare policy will be changed and amended as needed due to financial considerations and future developments in fare collection.

PUBLIC ENGAGEMENT

PSTA will ensure public engagement opportunities in the decision-making process for fare policy changes and development.

Rules and Regulations-Pinellas Suncoast Transit Authority with Regard to Fare Increases

Public Hearings:

Fare increases shall require at least one public hearing. The location for the hearing should be easily accessible by bus and include adequate parking at a time that maximizes public attendance. This will be a minimum requirement. As appropriate, PSTA may hold additional public workshops to encourage public dialogue.

Notices:

When a public hearing is scheduled, at least fifteen (15) days’ notice shall be provided, unless a different requirement is established by applicable state or federal law or regulation. The following notices may be provided: 1. Interior signs on all PSTA buses; 2. Posters at all transit centers and PSTA’s Headquarters; 3. Notice on PSTA’s website; 4. Paid newspaper advertisement; and 5. Postings on Social Media.
FUTURE STRATEGIES

PSTA is presently working on a regional upgrade for fare collection. This will provide for:

- Smart card technology
- Mobile ticketing
- Improved fareboxes; and
- Streamlined fare structure.

Advancements in fare collection systems will include the on-going development of fare products to meet customer needs.

PSTA FARE PROGRAMS

See the following attachments for PSTA fares and transportation programs:

Attachment A: Passenger Fares-Summary
Attachment B: Reduced Bus Fares
Attachment C: East Lake Service
Attachment D: Demand Response Program
Attachment E: Transportation Disadvantaged (TD) Program
Attachment F: Medicaid Program
Attachment G: Bulk Ticket Sales
Attachment H: Universal Pass Program (UPASS)
Attachment I: Employee and Dependent Passes

PSTA FARES
EFFECTIVE OCTOBER 11, 2015
Adopted September 9, 2015

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<td>DART</td>
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ATTACHMENT A: PASSENGER FARE SUMMARY

A fare is required for each boarding. Exact change is required. Pennies are not accepted.

GO Cards are valid for unlimited travel for the stated number of days. Passes activate at time of insertion into the farebox (with the exception of the 31-Day Regional Passport), and expire at 11:59pm on the last day/last ride.

Up to three children, ages five and younger, can ride for free with a fare paying adult. Free Child Fare is NOT available on Regional Routes including Routes 100X and 300X.

Regular Fare cards may be used on the regular PSTA System and the Jolley Trolley. Regional Routes (such as 100X and 300X) require the purchase of a Regional Fare Card.

Reduced Fare may be purchased by seniors (65 and over), people with disabilities, Medicare cardholders, adult students, and youth (18 and younger). Proper ID must be shown prior to paying a reduced fare or using a reduced pass, except for elementary age school children. See attachment B for Reduced Fare ID requirements.

Regional Cash Fare, 1-Day, 3-Day, 7-Day entitle the user to use all PSTA Routes including the 100X and 300X.

The 31-day Passport is valid for unlimited travel during the month pre-printed on the pass on all PSTA and HART buses and trolleys.

OTHER FARES:

St. Petersburg Free Zone-for the Central Avenue Trolley-from the Pier parking lot to Sundial-Free.

St. Petersburg $.50 Zone-for the Central Avenue Trolley-from Sundial to Grand Central Station-$ .50.

One Ride Ticket-good for one boarding-$ 2.25.

Haul Pass-Youth Summer pass (18 and younger); good from May 15th through August 31st-$ 35.00.
Transportation Disadvantaged Passes- available through an application process to Pinellas County residents who meet eligibility requirements. PSTA receives a limited reimbursement from the Commission for Transportation Disadvantaged for TD passes.

TD passes include:

The TD 10-Day pass is a non-consecutive day and available one per month per eligible resident- $5.00.

TD 31-Day pass is available one per month per eligible resident-$11.00.

TD Door-to-Door must be deemed eligible through PSTA-cash only-$3.00.

DART 1-Ride Ticket-good for one ride-$4.50.

DART 10-Ride Ticket-good for 10 rides-$45.00.

Door-to-Door East Lake Shuttle-cash only-$2.25.

UPASS-Local agencies and organizations provide UPASS privileges to their employees/students through an annual contracted amount to PSTA.
### PSTA FARE CATEGORIES PRIOR TO 10/11/15

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ATTACHMENT B: REDUCED FARES

PSTA’s reduced fare program is for seniors (65 and over), students, youth (18 and younger), passengers with disabilities, and Medicare card holders. These reduced fares are available for all the following categories: Cash, 1-Day, 3-Day, 7-Day, and 31-Day passes. A Regional Fare must be purchased for use of Regional Routes including the 100X and 300X. Reduced Regional Fare is available for the Cash Fare only.

Reduced Fare ID Requirements

ID must be presented before using a reduced fare pass or paying a reduced cash fare:

- **Students and Youth (18 and younger):** Need PSTA School Student Photo ID, Adult Student Photo ID, or Government-issued Photo ID showing age. Adult students must be currently enrolled in a Pinellas County college, university, or adult education facility. Reduced Fare ID also needed to use the Haul Pass.

- **Seniors (65 and older):** Need PSTA Special Citizen Photo ID, or Government-issued Photo ID showing age.

- **Disabled (Qualifying disability verified via application process):** Need PSTA Special Citizen Photo ID. Passengers wishing to take advantage of this program must fill out an application and have a doctor certify the disability. PSTA also accepts Photo ID cards from HART (Hillsborough Transit Authority) and PCPT (Pasco County Public Transportation).

- **Medicare Cardholders (Card issued by Federal Government):** Need original red/white/blue Medicare Card. See Attachment D for Demand Response (DART) program details and requirements.

ATTACHMENT C: EAST LAKE SHUTTLE

The East Lake Shuttle serves a defined area in northern Pinellas between Tampa and Keystone Roads, and is designed to connect with the PSTA system at the Shoppes of Boot Ranch and transfer location at Tarpon and Huey Avenues. Reservations are required by 5 pm the day before service is needed, since same day service is not provided. Call 727-540-1897 (voice/TTY) for cab or 727-540-1960 for wheelchair van reservations, and ask for the East Lake Shuttle. Reservations can be made Monday through Friday, 8 am until 5 pm and Saturday, Sunday and holidays from 9 am until 5
pm. Although reservations can be made on the weekends and holidays, the East Lake Shuttle operates Monday through Saturday only. The shuttle fare is the same as the regular PSTA Cash Fare; PSTA passes are not accepted on the shuttle. Shuttle passengers will be required to pay the appropriate fare when boarding a PSTA bus. The East Lake Shuttle is a shared ride service provided on a first-come, first-served basis. Pick-up times are negotiated to maximize multi-loading.

ATTACHMENT D: DEMAND RESPONSE TRANSPORTATION (DART)

The Pinellas Suncoast Transit Authority (PSTA) provides demand response transportation for people who, because of their disability, are unable to independently use the regular, accessible PSTA buses. Demand response service is a form of public transportation. Passengers will be required to share a ride whenever possible, as is done on the regular bus system. PSTA is not required to ensure that a passenger rides alone on a vehicle.

The Americans with Disabilities Act (ADA) makes it possible for people with disabilities to have better access to the community. Eligibility for DART service is based on how a person's disability under ADA affects daily life activities which would prevent the use of accessible fixed-route service.

The Federal Transit Act (Title 49 USC, Chapter 53, Section 5302) defines those who qualify as individuals who because of permanent illness, injury, congenital malfunction, or other incapacity (including an individual who is a wheelchair user or has semi ambulatory capability), are unable to utilize mass transportation service or a mass transportation facility without special facilities, planning, or design. Such limitations must present difficulty when waiting, boarding, riding, or exiting a public transit vehicle. Financial need is not considered for program eligibility.

Demand response transportation is provided wherever regular PSTA bus service is available. Areas not included are: Belleair Beach, Belleair Shores, Kenneth City, Mullet Key, Weedon Island and any area outside a three-quarter mile distance of a regular bus route. Service area is subject to change. Service is not available outside Pinellas County. Demand response transportation is available during the same days and hours as the corresponding regular bus service for any given trip request. Where architectural barriers such as lack of curb cuts or sidewalk are the only impediment to using accessible buses, an individual may be transported to a bus transfer point where an accessible bus can be boarded.
Trip Information:

- Reservations are required by 5 pm the day before service is needed, since same-day service is not provided.
- Call 727-540-1897 (voice/TTY) for cab or 727-540-1960 for wheelchair van reservations.
- The fare for demand response transportation is $4.50 per one way trip, upon boarding the vehicle.
- Exact fare is encouraged; change will be made for a $5.00 bill.
- Clients who reside more than 3/4 of a mile outside of PSTA’s service area or are riding outside of PSTA’s normal service hours will be charged an additional fee.
- No discounts are offered.
- Convenient frequent-rider tickets are available, but may need to be supplemented when a higher fare is necessary for a particular trip.
- Checks and credit cards are not accepted unless you are purchasing a multi-ride ticket from PSTA online or through the Tickets by Mail Program.

ATTACHMENT E: TRANSPORTATION DISADVANTAGED PROGRAM

The Pinellas County Transportation Disadvantaged (TD) Program is administered by the Pinellas Suncoast Transit Authority (PSTA). The TD program is a state-funded program that provides reduced cost transportation throughout the county to residents who qualify as "Transportation Disadvantaged."

In order to qualify for Transportation Disadvantaged services In Pinellas County, a person must:

- Live in Pinellas County
- Not be able to get a ride from household members or others for life-sustaining trips: medical, grocery, work, job-related training/education, and other vital services
- Have documented household income which does not exceed 150% of poverty (see chart below)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Gross Annual Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$17,655.0</td>
</tr>
<tr>
<td>2</td>
<td>$23,895.0</td>
</tr>
<tr>
<td>3</td>
<td>$30,135.0</td>
</tr>
</tbody>
</table>

2015 Federal Poverty Guidelines (x150%) (http://aspe.hhs.gov/2015-poverty-guidelines)
Individuals able to access and ride a bus can qualify for a 10-Day or 31-Day bus pass. These passes can be used for travel to any location served by the PSTA bus system, with the exception of Regional Routes such as the 100X and 300X express routes.

If approved for a TD bus pass, the individual will need to bring a government-issued photo ID to a PSTA Customer Service Center between the 1st and the 15th of each month to purchase the pass. Cash only accepted.

Individuals who DO NOT receive a bus pass will receive transportation via taxi or wheelchair van (door-to-door service). Cash payment for each one-way trip MUST be given to the driver at the time of pick-up. Reservations must be made 72 hours in advance.

If approved for door-to-door service, the individual will need to make trip reservations directly with the taxi or wheelchair van contractor for eligible trip purposes approved within Pinellas County. Cash payment for each one-way trip MUST be given to the driver at the time of pick-up.

Taxi or wheelchair van transportation is only provided when it is determined to be the most appropriate mode; for example, if a person is unable to use the bus system due to a verifiable physical or mental disability.

TD is an equal opportunity program which complies with Title VI of the Civil Rights Act, as amended.

**ATTACHMENT F: MEDICAID PROGRAM**

PSTA sells bus passes to Medicaid transportation brokers, who provide them at no cost for eligible Medicaid beneficiaries to get to and from their eligible Medicaid appointments. Medicaid transportation brokers pay the regular cost of passes and may receive a discount for a qualifying bulk purchase.
ATTACHMENT G: BULK TICKET PURCHASES

501(C)(3) and Government Organization Purchases
PSTA offers a bulk ticket purchase program for 501(C)(3) or governmental organizations. This program grants a discount on ticket purchases of 100 or more of the same type of ticket. An organization is required to submit a Consumer Certificate of Exemption for discounts. If an agency is not a 501 (C) (3) or governmental agency, there is no discount for the purchase of bulk tickets.

PSTA accepts checks, money orders or cash for bulk ticket purchases, and payment is due in advance or when tickets are picked up. There are certain restrictions/criteria regarding certain passes; please call PSTA for further information.

For TD or Medicaid pass bulk purchases, please contact PSTA’s Mobility Manager for requirements.

Third-Party Outlets

PSTA uses a number of merchants such as AMSCOT, CVS and a variety of others as third-party ticket outlets. Depending on the type of contract the merchant has with PSTA, it receives a commission or discount of 5% – 10% on orders. In general, outlets sell Regular and Reduced 1-Day, 7-Day and 31-Day passes. Photo IDs are not required to purchase these passes; however, Reduced Fare passes are restricted and an official ID must be shown when boarding the bus.

ATTACHMENT H: UNIVERSAL PASS PROGRAM (UPASS)

PSTA provides a program whereby an organization can pay a contracted dollar amount for unlimited rides on the regular PSTA fixed route (bus) system for its employees or students. This includes the 100X and 300X express routes, the Jolley Trolley, and the St. Petersburg Trolley (Looper). The East Lake Shuttle is excluded. Riders must show a valid participating organization ID upon boarding. For further information, please contact PSTA.

Note: DART Services are exempt from this program.

ATTACHMENT I: EMPLOYEE AND DEPENDENT PASSES

PSTA allows employees in good standing to use their agency ID to board any PSTA bus without charge. PSTA employees may also obtain passes to allow family members
considered dependents, including a spouse, to board any PSTA bus without charge. PSTA may also engage in reciprocal free ride programs for employees of partner agencies, including, but not limited to, the Hillsborough Transit Authority (HART).

Name: DARDEN RICE
Title: Board Chairperson
Signature: [signature]
Date: 3/30/16

Adopted: 9-9-15
Effective: 10-11-15
<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>Cost Per Hour</strong></td>
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<td>$107.40</td>
<td>$71.72</td>
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<tr>
<td><strong>Annual Hours (SPB) (CAT)</strong></td>
<td>53%</td>
<td>12,690</td>
<td>7,067</td>
<td>47%</td>
<td>7,525</td>
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<td><strong>Annual Hours (SBT) (SBT)</strong></td>
<td>15%</td>
<td>3,669</td>
<td>2,166</td>
<td>19%</td>
<td>3,109</td>
<td>2,634</td>
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<tr>
<td><strong>Annual Hours Route 90 (SPB)</strong></td>
<td>31%</td>
<td>7,449</td>
<td>5,760</td>
<td>32%</td>
<td>5,168</td>
<td>3,104</td>
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<tr>
<td><strong>TOTAL ANNUAL HOURS</strong></td>
<td></td>
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<td>23,808</td>
<td></td>
<td>$1,627,173</td>
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<tr>
<td><strong>Annual Fixed Route Cost</strong></td>
<td>$849,440</td>
<td>$2,556,979</td>
<td>$1,707,539</td>
<td>$1,627,173</td>
<td>$1,627,173</td>
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<tr>
<td><strong>Passenger Revenue</strong></td>
<td>($283,362)</td>
<td>($283,362)</td>
<td>($283,362)</td>
<td>($283,362)</td>
<td>($283,362)</td>
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<tr>
<td><strong>Net Cost</strong></td>
<td>$849,440</td>
<td>$2,273,617</td>
<td>$1,424,177</td>
<td>$1,416,922</td>
<td>$1,416,922</td>
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<tr>
<td><strong>St. Pete Beach</strong></td>
<td>$566,292 /2/3</td>
<td>$1,515,745</td>
<td>$949,453</td>
<td>$939,608</td>
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<tr>
<td><strong>Treasure Island</strong></td>
<td>$283,147 /1/3</td>
<td>$757,872</td>
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<td><strong>DART Cost</strong></td>
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<td>$4,723</td>
<td>0</td>
<td>$4,723</td>
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<tr>
<td><strong>Total Contribution By City</strong></td>
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<tr>
<td><strong>St. Pete Beach</strong></td>
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<tr>
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<td>$474,726</td>
<td>$461,361</td>
<td>$474,726</td>
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<tr>
<td><strong>Total</strong></td>
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<td>$2,282,568</td>
<td>$1,424,177</td>
<td>$1,401,519</td>
<td>$1,424,177</td>
<td>$1,424,177</td>
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</table>

**Assumptions/Additional Data**

1a.) Methodology for Service hours in FY19 and prior included Route 355 from 75th and Gulf to Pass-A-Grille and Route 888 from John's Pass to 75th and Gulf. Distribution of hours was 1/3 for TI and 2/3 for SPB.

1b.) Prior to FY11, the SBT served Pass-A-Grille, in Oct 2011 service was truncated at 75th and Gulf. Service to Pass-A-Grille was added to the CAT.

1c.) In FY20, CAT service to be truncated at the Don Cesar, however, Methodology for hours for CAT and SBT estimated as percent of REVENUE HOURS within each city’s limits, including CAT portion from S. Pasadena city line.

1d.) Oct FY20 Scheduled travel time from 75th and Gulf to Don Cesar is 10 minutes. SPB negotiated that it should be 8 minutes. Schedule may still say 10.

2.) "True Cost" Billing Method for FY20 uses Full Agency Cost per Revenue Hour for FY19.

3.) FY19 Average Cost per Revenue Hour for Operator Labor only; no maintenance or admin.

4.) FY19 Estimated Ridership for SBT (888) and CAT to PAG (355): 345,563.

5.) FY20 Projected Ridership for SBT (888) and CAT to Beach Access (355): 256,404.

6.) "True Cost" Billing Method average fare for entire CAT route.

6.) Total cost share to PSTA to provide service.

---

Pinellas Suncoast Transit Authority
Suncoast Beach Trolley Service
8/28/2019

Billing Method Comparison

<table>
<thead>
<tr>
<th>Percentages based on 1/3 and 2/3 split between cities</th>
<th>Percentages based on mileage between cities</th>
</tr>
</thead>
</table>

---

Packet Pg. 45
DATE: November 15, 2019

TO: Garry Brumback, City Manager

FROM: Amy Davis, Finance Director / Assistant City Manager

SUBJECT: Ordinance 2019-15, Amending the FY 2020 General Fund Budget for the anticipated purchase of the Allied Building and appropriate two carry-forward items from FY 2019 that were inadvertently missed

BACKGROUND

This item is to enable three corrections to FY 2020 to reflect the anticipated purchase of the Allied building as well as two carry-forward items that were inadvertently not included in the total amount of carry-forwards within the General Fund. As a result, a budget amendment will address and correct these issues.

POLICY / PURPOSE

To adopt a budget amendment that will make three corrections to the adopted FY 2020 Budget.

STRATEGIC PLAN RELEVANCE

GOAL 2: Create and maintain functional and cost-effective City facilities and grounds to serve the needs of the community.

ANALYSIS / DISCUSSION

The FY 2020 adopted budget reflected the anticipated purchase of the Allied Building during the fiscal year, however, only the net debt proceeds were budgeted versus the entire amount of the purchase and renovation. The FY 2020 budget includes $1,650,000 versus $8,000,000 budgeted in both revenue and expenditures, representing the anticipated loan amount minus the purchase of the building. While the renovation budget is $1.65M, the entire purchase and renovation needs to be budgeted versus only the net amount. This portion of the budget amendment will have no net impact on the budget since both revenue and expenditures will be increased equally, it is simply for bookkeeping.
During the budget adoption process, a list of carry-forwards were presented to be included in the newly adopted budget from the prior year. Essentially, these projects were not completed or encumbered by the end of the year, by carrying them forward into the next year allows them to be completed in the following year. Attached, is the list of carry-forward projects that were presented during the adoption of the FY 2020 budget adoption. There was a formula error that did not include the top two rows in the total. As a result, there are two HVAC budgets that could not be processed as carry-forwards as intended:

Community Center HVAC Replacement $18,000
Emergency HVAC Repairs/Replacement $42,000

The Community Center HVAC replacement project will need to be completed this this year. The Emergency HVAC Repairs is part of $60,000 that the city has maintained from year to year by carrying the unused budget forward to guard against being unprepared for HVAC issues due to the age of the current units. The City chose to prolong the replacement of the HVAC systems because the plan for new City facilities was still unknown. This emergency HVAC budget is needed should any of the units fail before being replaced or staff is able to move into the Allied building. The Community Center HVAC replacement is being funded from this Emergency HVAC budget.

**FUNDING**

Approval of this budget amendment will authorize the appropriation of $6,635,000 of debt proceeds as well as unspent funds from the prior year in the amount of $60,000 for the HVAC related projects within the General Funds for a total of $6,410,000.

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Debt Proceeds</th>
<th>$6,350,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unassigned Fund Balance</td>
<td>$ 60,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>Land</th>
<th>$6,350,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Imprvmt to Bldgs</td>
<td>$ 60,000</td>
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</tbody>
</table>

**RECOMMENDED MOTION**

I move to approve and adopt Ordinance No. 2019-15 at this 2\textsuperscript{nd} and final reading, amending the FY 2020 General Fund Budget by appropriating $6,350,000 of anticipated debt proceeds for the purchase of the Allied Building and appropriating $60,000 of unspent budgeted funds from the prior year that are now available in the unassigned fund balance for HVAC replacement/repairs for the Community Center and other buildings as needed.

**ATTACHMENTS**

- Ordinance 2019-15
- Carry-Forward List included with the adoption of the FY 2020 Budget
## Carryforward Items from FY 2019 to FY 2020

<table>
<thead>
<tr>
<th>Dept/Program</th>
<th>Description</th>
<th>General</th>
<th>Penny</th>
<th>Transportation</th>
<th>Building</th>
<th>Capital Proj</th>
<th>Wastewater</th>
<th>Solid Waste</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Dept</td>
<td>Community Center HVAC Replacement</td>
<td>$18,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$18,000</td>
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<td>Non-Dept</td>
<td>Emergency HVAC Replacement or Rehab</td>
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<td>Code</td>
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<td>IT &amp; Comm</td>
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<td>Beach</td>
<td>Contractual Services-Invasive Plant Removal Yrs 1-3</td>
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<td>Supplies &amp; Materials-Boardwalk Repair</td>
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<td>Beach</td>
<td>Replace Habitat Educational Signs on Beach Trail</td>
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<td>Beach</td>
<td>Dune Walkover (off-setting Grant Proceeds)</td>
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<td>Sunset Vista Repairs/Replace Trail-Head Signs</td>
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<tr>
<td>Solid Waste</td>
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<td>$15,000</td>
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$459,556  $499,700  $21,859  $12,039  $386,674  $1,818,000  $29,000  $3,226,828
ORDINANCE 2019-15

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2020 GENERAL FUND BUDGET TO AUTHORIZE THE APPROPRIATION OF FUNDS FROM THE ANTICIPATED DEBT PROCEEDS TOWARDS THE PURCHASE OF THE PROPERTY LOCATED AT 10451 GULF BLVD IN THE AMOUNT OF $6,350,000 AND THE APPROPRIATION OF UNSPENT BUDGETED FUNDS FROM THE PRIOR YEAR THAT ARE NOW AVAILABLE IN THE UNASSIGNED FUND BALANCE FOR HVAC REPLACEMENTS/REPAIRS OF CITY FACILITIES IN THE AMOUNT OF $60,000 FOR A TOTAL INCREASE IN APPROPRIATION OF $6,410,000; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2019-11, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2020; and

WHEREAS, it is anticipated that the City will be purchasing the property known as the Allied Building this current fiscal year;

WHEREAS, the property purchase should be appropriated in the City’s annual budget to reflect the anticipated amount the City will borrow, which is $8,000,000 that is to be used for towards both the purchase and the renovation of the property;

WHEREAS, this budget amendment will appropriate the two carry-forward projects totaling $60,000 in HVAC replacement/repairs for City Facilities that were inadvertently not included in the total amount to carry-forward in the General Fund;

WHEREAS, pursuant to the City’s Charter and generally accepted accounting principles, the City of Treasure Island finds it in the public’s best interest to amend the City’s budget to allow for the appropriate of the anticipated amount of the Note to acquire and renovate the Allied Building as well as correct the intended carry-forward of two HVAC projects.

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

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

SECTION 2. The General Fund Budget for the City of Treasure Island, Florida for the fiscal year 2020, as adopted pursuant to Ordinance 2019-11, is hereby amended to authorize the appropriation of funds from the anticipated debt proceeds to purchase and renovate the Allied Building for use as a City Hall and to fund two HVAC projects from the Fund’s unassigned fund balance in the total amount of $6,410,000.

SECTION 3. That allocation of said funds shall be as follows:
From: Debt Proceeds $6,350,000
Unassigned General Fund Balance $ 60,000

To: 001-5191-61000 Land $6,350,000
001-5191-62000 Improvement to Buildings $ 60,000

SECTION 4. SEVERABILITY. It is declared to be the intent of the City Commission, that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 17th day of December, 2019.
PUBLISHED in the Tampa Bay Times on the day of , 2019.

SECOND READING and PUBLIC HEARING on the 7th day of January, 2020.
PUBLISHED in the Tampa Bay Times on the day of , 2019.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the 7th day of January, 2020 by Commissioner _______ who moved its adoption; was seconded by Commissioner _______ and upon roll call, the vote was:

YEAS: __________________________

NAYS: __________________________

ABSENT OR ABSTAINING: __________________________

Lawrence Lunn, Mayor

ATTEST:

Ruth Nickerson, City Clerk

Approved as to form and content:

Jennifer R. Cowan, City Attorney
THE CITY OF TREASURE ISLAND, FLORIDA
NOTICE OF PUBLIC HEARING

The City Commission of the City of Treasure Island, Florida proposed to adopt the following Ordinance, which is applicable citywide:

ORDINANCE NO. 2019-15

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2020 GENERAL FUND BUDGET TO AUTHORIZE THE APPROPRIATION OF FUNDS FROM THE ANTICIPATED DEBT PROCEEDS TOWARDS THE PURCHASE OF THE PROPERTY LOCATED AT 10451 GULF BLVD IN THE AMOUNT OF $6,350,000 AND THE APPROPRIATION OF UNSPENT BUDGETED FUNDS FROM THE PRIOR YEAR THAT ARE NOW AVAILABLE IN THE UNASSIGNED FUND BALANCE FOR HVAC REPLACEMENTS/REPAIRS OF CITY FACILITIES THE AMOUNT OF $60,000 FOR A TOTAL INCREASE IN APPROPRIATION OF $6,410,000; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

The 2nd reading and public hearing of this ordinance will be held Monday, January 6, 2020 at 6:00 PM in the Treasure Island City Hall Auditorium, 120 108th Avenue, Treasure Island, Florida 33706.

Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. A copy of this ordinance is available for inspection in the Office of the City Clerk between the hours of 8:00 AM and 4:30 PM Monday through Friday.

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 proceeding, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made [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.
DATE: December 9, 2019

TO: Garry Brumback, City Manager

FROM: Amy Davis, Finance Director / Assistant City Manager

SUBJECT: Ordinance 2020-01

BACKGROUND

Members of the community have held several fund raising events and have raised $15,200 to be used for the purchase of an antique 1953 Pontiac police car from an individual, Mr. Hall of St. Pete Beach.

POLICY / PURPOSE

To adopt this budget amendment to the FY 2020 Budget to appropriate $15,200 in donated funds to the City to allow for the purchase of an antique Police vehicle.

STRATEGIC PLAN RELEVANCE

GOAL 7: Preserve the City’s unique and high-quality neighborhoods. This goal in the strategic plan highlights preserving the City’s quality of life and uniqueness.

ANALYSIS / DISCUSSION

To enable the City to spend the donated funds to purchase the antique police vehicle, the budget needs to be amended to appropriate those funds.

FUNDING

Approval of this budget amendment will authorize the appropriation of $15,200 of donated funds:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Donated funds</th>
<th>$15,200</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure</td>
<td>Vehicles</td>
<td>001-5210-64200</td>
</tr>
</tbody>
</table>
RECOMMENDED MOTION

I move to approve and adopt Ordinance No. 2020-01, amending the FY 2020 General Fund Budget by appropriating $15,200 of donated funds to the Police Department for the purchase of an antique police vehicle and schedule a 2nd and final hearing on January 21, 2020.

ATTACHMENTS

Ordinance 2020-01
ORDINANCE 20-01

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2020 GENERAL FUND BUDGET TO APPROPRIATE DONATED FUNDS TO THE POLICE DEPARTMENT PROGRAM IN THE AMOUNT OF $15,200 TO BE USED FOR THE PURCHASE OF AN ANTIQUE POLICE VEHICLE; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2019-11, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2020; and

WHEREAS, $15,200 of funds were raised by members of the community to be used to purchase a 1953 Pontiac police vehicle;

WHEREAS, the antique police vehicle will be purchased for $15,200;

WHEREAS, this budget amendment will appropriate the donated funds so that the vehicle may be purchased from the Police Department program;

WHEREAS, pursuant to the City’s Charter and generally accepted accounting principles, the City of Treasure Island finds it in the public’s best interest to amend the City’s budget to appropriate the donated funds to purchase the antique police vehicle.

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

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

SECTION 2. The General Fund Budget for the City of Treasure Island, Florida for the fiscal year 2020, as adopted pursuant to Ordinance 2019-11, is hereby amended to appropriate donated funds that was raised by members of the community for the purpose to purchase an antique police vehicle in the amount of $15,200.

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

From: Donated funds $15,200
To: 001-5210-64200 Vehicles $15,200

SECTION 4. SEVERABILITY. It is declared to be the intent of the City Commission, that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.
SECTION 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.


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

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the 21st day of January, 2020 by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

____________________________

Lawrence Lunn, Mayor

ATTEST:

____________________________

Ruth Nickerson, City Clerk

Approved as to form and content:

____________________________

Jennifer R. Cowan, City Attorney
DATE: December 5, 2019

TO: Garry Brumback, City Manager

FROM: Paula Cohen, Community Improvement Director

SUBJECT: Extension of Time for Site Plan Modification at 10091 Gulf Blvd.; Oceana East

BACKGROUND
On January 17, 2019 the Planning and Zoning Board reviewed and approved with conditions a Special Exception and Modified Site Plan for 10091 Gulf Blvd., Oceana East. The Planning and Zoning cases are attached. Both cases are coming up on their one-year expiration date. Mrs. Terri Skapik, consultant for the marine project submitted a letter describing the processing that has occurred to date for the proposed marine project at 10091 Gulf Blvd. and the need for an extension of time.

Permits Approved and Issued to Date:
- Pinellas County Water and Navigation for the Multi-family Dock Permit;
- Florida Department of Environment Protection for the Environmental Resource Permit; and
- Army Corps of Engineers, Department of Army Permit

City staff is aware that the State of Florida submerged land lease can take a number of months for issuance. On December 19, 2019:

- The Planning and Zoning Board voted to approve a one-year time extension for the Special Exception.
- The Planning and Zoning Board also voted to recommend to the City Commission that a one-year time extension be granted for the modified site plan.

POLICY / PURPOSE
The purpose of this item is to extend the site plan modification approval for 10091 Gulf Blvd. - Oceana East to build their new marine structure.

STRATEGIC PLAN RELEVANCE
Rejuvenate the City’s business and tourist areas

ANALYSIS / DISCUSSION
Below are the provisions from the Land Development Regulations that discuss the extension of an expiration date for a site plan case.

Section 70-92. - Determination and findings.

(f) If, within 12 months of the date of approval of an application for site plan review, a building permit has not been applied for, the approved site plan becomes null and void; provided, however, that the city commission and applicant may jointly agree to extend such period of approval. Once begun, construction of a project shall continue to completion without interruption. Interruption shall be evidenced by six months or more of inactivity on the development site or the phase under construction. In the event of such an interruption, the construction shall not be resumed nor shall the affected premises be used or occupied, without first applying for and obtaining approval of a new site and development plan in accordance with the provisions herein.

FUNDING
No funding requested

RECOMMENDATIONS
On December 19, 2019 the Planning and Zoning Board made a motion to recommend to the City Commission to approve the request for a time extension for PZ Case 2018-19 Modified Site Plan for the proposed marine structure at 10091 Gulf Blvd., Oceana East to December 19, 2020. All conditions of approval identified by the Planning and Zoning Board for PZ Case 2018-19 - Modified Site Plan on January 17, 2019 shall remain in effect. The Planning and Zoning Board noted in their motion that this time extension was not due to an action of the City staff or the Applicant. This was the result of extensive employee turn-over at the Office of State Lands, who prepares submerged land leases.

City staff also recommends the City Commission approve the time extension to December 19, 2020 for PZ Case 2018-19 - Modified Site Plan to provide for a 6-slip multi-use private dock and kayak launch at 10091 Gulf Blvd., Oceana East; subject to the following conditions:

1. The use of the boat slips and kayak launch shall be for the sole use of the residents of the dwelling units on the upland of this property. The boat slips at this location cannot be advertised or available for lease to the general public.

2. No fueling facility can be established on the site.

3. In conformance with the City of Treasure Island Code of Ordinances, there shall be no live-aboards on site.

4. Any conditions established for PZ 2018-18 special exception shall be conditions of this modified site plan.
MOTION

Move to approve the request for a time extension until December 19, 2020 for PZ Case 2018-19
- Modified Site Plan to provide for a 6-slip multi-use private dock and kayak launch for Oceana
East at 10091 Gulf Blvd. subject to the following conditions established by the Planning and
Zoning Board on January 17, 2019:

1. The use of the boat slips and kayak launch shall be for the sole use of the residents of
the dwelling units on the upland of this property. The boat slips at this location cannot be
advertised or available for lease to the general public.

2. No fueling facility can be established on the site.

3. In conformance with the City of Treasure Island Code of Ordinances, there shall be no
live-aboards on site.

4. Any conditions established for PZ 2018-18 special exception shall be conditions of this
modified site plan.

ATTACHMENTS
Woods Consulting letter requesting a time extension
Email from James Kipp of FDEP to Terri Skapik, Woods Consulting
PZ Case 2018-19 Site Plan Modification
PZ Case 2018-18 Special Exception
Paulette E. Cohen
Community Improvement Director
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

Re: Orion Beach Development VI, LLC
Request for 1 Year Time Extension for Special Exception PZ2018-18 and Site Plan Modification PZ2018-19

Dear Paula,

On behalf of the subject property owner, Woods Consulting is requesting a time extension for applying for the building permit as allowed by the approved special exception. We have diligently been making forward progress in obtaining all the necessary dock permits and submerged land lease.

We understand all permits including the fully executed submerged land lease are required before a building permit application can be submitted. As of this date, the Pinellas County Multi-Family Dock Permit, the Florida Department of Environmental Protection Environmental Resource Permit and U.S. Army Corps of Engineers Department of Army Permit have all been approved and issued.

The submerged land lease is currently being processed in Tallahassee. On average, it takes 60 to 90 days for lease processing and we expect it to be complete in late January. Because of the narrow timing of the special exception expiring in January, we are requesting a time extension to be heard at the next Planning and Zoning hearing.

We appreciate your assistance in our request. If you need any further information, please do not hesitate to contact me.

My regards,

Terri Skapik
President
Woods Consulting
Paula,

Below is the email I read into the record today........

Thanks,
Terri Skapik
President
Woods Consulting
1714 County Rd 1, Suite 22
Dunedin, FL 34698
Office: (727) 786-5747
Mobile: (727) 919-0848
Hours: Tuesday through Friday 9am to 4pm
Visit us online at http://woodsconsulting.org or on Facebook

From: Kipp, James [mailto:James.Kipp@dep.state.fl.us]
Sent: Thursday, December 19, 2019 1:49 PM
To: terriskapik@woodsconsulting.org; Pidala, Anthony <Anthony.Pidala@FloridaDEP.gov>; Jones, Sue <Sue.Jones@dep.state.fl.us>
Subject: RE: Lease Agreement - Instrument #520029864, Action ID #40106: Oceana Shared Facilities LLC

Terri,

Action 40106 has been completed. Action 41423 which is a modification for the proposed expansion has been drafted and is in the legal review queue so I would anticipate having this ready to sign in a couple weeks.

Jim

James Kipp
OMC – Manager Submerged Lands Leasing Section
Bureau of Public Lands Administration
Department Of Environmental Protection
3800 Commonwealth Blvd., MS#130
Tallahassee, FL 32399-3000
850-245-2731
Inter Office 52731
James.Kipp@dep.state.fl.us

Customer Service Survey

Please take a few moments to provide us with valuable feedback!

Additional resources:
Jim,

I have to go before the City of Treasure Island planning and zoning board today at 2pm requesting an extension for their dock approval.

The time frame to apply for the building permit is expiring in January and our delays have been associated with the Lease and I need to read into the record under oath that the new dock lease is being processed...therefore, can you please confirm that the lease has been assigned and give me an idea of when the lease will be ready for signature. Whatever that time frame is, I just need to state the facts to the Board.

Thank you!

Thanks,
Terri Skapik
President
Woods Consulting
1714 County Rd 1, Suite 22
Dunedin, FL 34698
Office: (727) 786-5747
Mobile: (727) 919-0848
Hours: Tuesday through Friday 9am to 4pm
Visit us online at http://woodsconsulting.org or on Facebook
CASE NO. PZ-2018-19 SITE PLAN MODIFICATION
STAFF REPORT
THURSDAY, JANUARY 17, 2019 AT 2:00 P.M.
PLANNING AND ZONING BOARD
CITY HALL AUDITORIUM

PROPERTY OWNER:
Orion Beach Development VI LLC
5600 Mariner St, Ste 200
Tampa, FL 33609-3417

AGENT:
Mrs. Terri Skapik
1714 County Rd 1 Suite 22
Dunedin, FL 34698

DESCRIPTION:
A site plan modification at 10091 Gulf Blvd to provide for a new 6-slip multi-use private dock and kayak launch. (No proposed changes to the upland property.)

GENERAL INFORMATION:
Location: 10091 Gulf Blvd
Land Use/Zoning: Resort Facilities Medium / RFM-30

Adjacent Property (Use):
North: 101st Ave right-of-way
10103 Gulf Blvd – multi-family

West: Gulf Blvd right-of-way
10088 Gulf Blvd – single family, 10092 Gulf Blvd – multi-family,
10098 Gulf Blvd – single family

South: 10077 – 10061 Gulf Blvd – townhomes

East: Boca Ciega Bay

Site Area: .503 acres (approx. 21,925 sq ft)

Flood Zone: VE-13 and AE-12, Flood Insurance Rate Map

Site Legal: BOCA CIEGA PASS SUB LOTS 42, 43 & 44 LESS RD ON W TOGETHER WITH 30FT VAC ST ADJ ON E & LAND TO BOCA CIEGA BAY
BACKGROUND:
The Planning and Zoning Board approved a site plan for 2 new condo-hotel buildings with a total of 38 condo-hotel units at 10091 and 10116 Gulf Blvd on February 18, 2016. The subject application proposes the addition of a multi-use dock with 6 slips as well as a kayak launch with floating dock, to be installed at the rear of the property located at 10091 Gulf Blvd.

The property previously consisted of 3 vacant lots with one dock associated with each lot. The existing dockage will be removed (approximately 1,050 S.F.) and new dockage will be constructed consisting of an 8 ft. x 6 ft. wide walkout, 89 ft. x 6 ft. main dock and (3) 36ft x 3 ft. piers. The floating dock will be constructed with a 38 ft. x 4 ft. gangway, 12 ft. x 12 ft. lower landing and a 45 ft. x 5 ft. floating dock with a total of 70 pilings 10-inches in diameter. The new marine structures will maintain a minimum setback of at least 20-ft from each side property line and will not extend more than 50-ft into the Bay in accordance with Land Development Regulation requirements.

This is a companion case to PZ 2018-18 Special Exception.

STAFF ANALYSIS
The criteria for reviewing a site plan for approval or denial is contained in the Land Development Regulations - Section 70-92:

1) In what respects the plan is or is not consistent with the Comprehensive Plan and the purpose and intent of the zoning district in which it is located.

The modification of the site plan is consistent with the Comprehensive Plan and the purpose and intent of the zoning district in which it is located.

2) In what respects the plan is or is not in conformance with all the applicable regulations of the zoning district in which it is located.

The proposed docks are in conformance with the locational requirements specified in Land Development Regulations. No variances are requested as part of the proposal.

3) In what respects the plan is or is not in conformance with the City’s subdivision regulations and all other applicable City requirements including the design and construction of streets, utility facilities and other essential services.

The proposed plan does not impact issues related to subdivision regulations or streets. Should the ownership of the condo-hotel complex wish to extend the electric and/or potable water utilities to the new docks – it will be at their sole expense.

4) In what respects the plan is or is not consistent with good design standards with respect to all internal or external relationships, including but not limited to:

- Disposition of open space, effective use of screening or buffering to reduce the impacts of incompatible and/or nonconforming uses, preservation of acceptable existing trees and other natural features, and protection of existing environmentally sensitive areas and their ecological functions.

No upland trees or vegetation will be impacted by the newly proposed marine
structure. The Pinellas County Water and Navigation staff conducted a preliminary review of the marine structure proposal to determine the water depths and the position of the proposed dock. This review was done to ensure the proposed marine structure would not interfere with navigation or harm the existing seagrass beds.

- Building arrangements, both between buildings in the proposed development and in relation to those on properties adjacent to the site.

The upland portion of the property will remain unchanged.

- Provisions to ensure continued public use of existing public beach or waterfront access ways, if any. Also, proposed new or enhanced public beach or waterfront access ways, if identified as a requirement during the conference(s) between the applicant and city staff (see Section 70-53).

There will be no change to public waterfront access as a result of the installation of new dockage. This dockage will be private and no public access ways will be impacted.

- Protection of historically/architecturally significant structures or archaeological sites, if any, on or near the proposed development site from any adverse effects of the proposed development.

No historical, architectural, or archaeological sites will be altered or impacted by the proposed dockage.

- Suitability and design of proposed on-site recreation areas and improvements, or of other lands to be dedicated for public recreational purposes.

This new use on the site offers additional recreational opportunities for the residents on site. No land will be dedicated for public recreational purposes.

5) In what respects the plan is or is not in conformance with the city policy in respect to sufficiency of ownership guarantees for completion of all required improvements and the guarantees for continued maintenance.

Not applicable.

6) Where applicable, in what respects the plan is or is not in conformance with the regulations of the Southwest Florida Water Management District, the Tampa Bay Regional Planning Council and state and federal agencies. The issuance of permits or letters of intent-to-approve by these agencies may be considered evidence of such conformance.

The property owner has obtained an Environmental Resource Permit from the Florida Department of Environmental Protection for the demolition of existing docks and proposed new construction.

A SWFWMD permit and/or Tampa Bay Regional Planning Council approval is NOT needed for any aspect of this site plan. The project will require review and approvals by the Pinellas County Water and Navigation Authority and the Treasure Island Building Department prior to commencing with dock construction.

7) In the case of rehabilitation or redevelopment of an existing nonconforming use, per Section 68-
whether the overall degree of nonconformity on the site is significantly reduced and additional adverse impacts are not created, and whether an exemption from variance requirements for any or all remaining nonconformities should be granted.

The use at the subject property is not nonconforming and no nonconformities will be created as a result of this request.

STAFF RECOMMENDATION:
Staff recommends the proposed modified Site Plan be APPROVED with the following conditions:

1. The use of the boat slips and kayak launch shall be for the sole use of the residents of the dwelling units on the upland of this property. The boat slips at this location cannot be advertised or available for lease to the general public.
2. No fueling facility can be established on the site.
3. In conformance with the City of Treasure Island Code of Ordinances, there shall be no liveaboards on site.
4. Any conditions established for PZ 2018-18 special exception shall be conditions of this modified site plan.
January 17, 2019
Case NO. PZ-2018-19-SITE PLAN MODIFICATION

PLANNING AND ZONING BOARD ACTION
SITE PLAN MODIFICATION REVIEW OF 10091 Gulf Blvd.

A MOTION TO

[ ] APPROVE [ ] DENY [ ] DEFER / TABLE

[X] APPROVE WITH CONDITIONS

CASE PZ 2018-19 SITE PLAN MODIFICATION to provide for a 6-slip multi-use private dock and kayak launch for the condo-hotel units at 10091 Gulf Blvd.

Subject to the following conditions:

1. The use of the boat slips and kayak launch shall be for the sole use of the residents of the dwelling units on the upland of this property. The boat slips at this location cannot be advertised or available for lease to the general public.
2. No fueling facility can be established on the site.
3. In conformance with the City of Treasure Island Code of Ordinances, there shall be no liveaboards on site.
4. Any conditions established for PZ 2018-18 special exception shall be conditions of this modified site plan.

Richard Harris Chairman
Planning & Zoning Board

Pursuant to Section 70-92(f), if within 12 months of the date of approval of an application for site plan review, a building permit has not been applied for, the approved site plan becomes null and void; provided, however, that the City Commission and applicant may jointly agree to extend such period of approval.
CASE NO. PZ-2018-18 SPECIAL EXCEPTION
STAFF REPORT
THURSDAY, JANUARY 17, 2019 AT 2:00 P.M.
PLANNING AND ZONING BOARD
CITY HALL AUDITORIUM

PROPERTY OWNER:
Orion Beach Development VI LLC
5600 Mariner St, Ste 200
Tampa, FL 33609-3417

AGENT:
Mrs. Terri Skapik
1714 County Rd 1 Suite 22
Dunedin, FL 34698

DESCRIPTION: A special exception request to permit a 6-slip multi-use private dock and kayak launch for the residents and guests of 10091 Gulf Blvd.

GENERAL INFORMATION:
Location: 10091 Gulf Blvd
Land Use/Zoning: Resort Facilities Medium / RFM-30

Adjacent Property (Use):
North: 101st Avenue right-of-way
       10103 Gulf Blvd – multi-family
West: Gulf Blvd right-of-way
      10088 Gulf Blvd – single family, 10092 Gulf Blvd – multi-family,
      10098 Gulf Blvd – single family
South: 10077 – 10061 Gulf Blvd – townhomes
East: Boca Ciega Bay

Site Area: .503 acres (approx. 21,925 sq ft)

Flood Zone: VE-13 and AE 12, Flood Insurance Rate Map

Site Legal: BOCA CIEGA PASS SUB LOTS 42, 43 & 44 LESS RD ON W TOGETHER WITH 30FT VAC ST ADJ ON E & LAND TO BOCA CIEGA BAY
Parcel #: 26-31-15-09630-000-0420

BACKGROUND:
The Planning and Zoning Board approved a site plan for 2 new condo-hotel buildings with a total of 38 condo-hotel units at 10091 and 10116 Gulf Blvd on February 18, 2016. The subject application contemplates the addition of multi-use private dockage at the newly constructed building on the east side of Gulf Blvd (10091). The property previously consisted of 3 vacant lots with one existing dock associated with each lot. Existing docks will be removed and are proposed to be replaced with a multi-use dock with 6 slips and a kayak launch with floating dock.

This application is a request to allow the proposed use at the property. This is a companion case to PZ 2018-19 Site Plan Modification, which covers the review of size and locational criteria.

STAFF ANALYSIS:
The criteria for approving or denying a special exception use shall be determined by the Planning and Zoning Board pursuant to Section 70-201 of the Land Development Regulations. The Planning and Zoning Board shall determine if a special exception is appropriate and if it is in harmony with the intent and purpose of the Land Development Regulations.

Definition:

*Multi-use private dock* means any dock owned in common or used jointly by the residents of an apartment house (more than two units), condominium or cooperative apartment.

Section 68-282 Special Exception Uses
Special exception uses, as enumerated in article VI, district regulations, of this chapter, shall be permitted only upon authorization by the planning and zoning board, or city commission; as set forth in this Code, provided that such uses comply with all of the requirements set forth in article VI, district regulations, of this chapter, and providing that:

(1) The use is a permitted special use as set forth in article VI of this chapter.

Special exception uses. Upon application and after a favorable determination by the planning and zoning board that all conditions and provisions of special exception uses have been complied with and that the proposed use is consistent with sound zoning practices, the following special exception uses may be permitted in an RFM-30 zoning district:

a. Public administrative facilities;
b. Public or commercial parking garage;
c. Commercial recreation use;
d. Automobile, boat and vehicle rental agency;
e. Business and professional office;
f. Convenience store;
g. Commercial docks, multiuse private dock;
h. Restaurant on properties having Gulf Boulevard frontage;
i. Religious institution use;
j. Parking, temporary (per section 68-486);
k. Parking lot, off-street, off-site and remote (per section 68-486).
(2) The use is consistent with the Treasure Island Comprehensive Plan.

The proposed special exception is not in conflict with the Resort Facilities Medium land use category.

(3) The use is designed, located and proposed to be operated in a manner that will protect the public health, safety, welfare and convenience.

The special exception request to have a marine structure on the site will be a recreational amenity to the residents of the site. It is not unusual for a multi-family structure located along Boca Ciega Bay to have dockage. The specifics of the marine structure (size, length, and width) will be reviewed in Case PZ 2018-19 Site Modification.

(4) The use will not adversely affect the value of other property in the neighborhood where it is to be located.

Dockage is found throughout the City of Treasure Island on parcels of land abutting Boca Ciega Bay. This amenity is not anticipated to adversely impact neighboring properties.

(5) The use will be compatible with development adjacent to and near the property under consideration for a special exception.

It is typical for condominiums and apartment buildings along Boca Ciega Bay to have dockage.

(6) The use will be consistent with the character and purpose of the district where it is to be located.

It is commonplace to have dockage associated with all parcels of land on the Bay. Those residing along the Bay generally anticipate the opportunity to moor a boat on the site.

(7) The use will ensure that adequate landscaping is provided as required in the land development regulations, or as otherwise required.

This special exception use request is entirely in the Bay. Staff does not anticipate a special landscape plan to be associated with the proposed marine structure.

(8) The use will ensure the adequacy of the location and relationship of off-street parking, bicycle parking, and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive, bicycle, and pedestrian safely, traffic flow and control, and access in case of fire or catastrophe.

The purpose of the dockage is to have a location for residents and guests to moor their boats. It must be noted that the slips on this site cannot be advertised or made available for lease to the general public. The proposed special exception use is not expected to have any additional impact on parking or internal traffic patterns.
The use will be compatible with the existing natural environment of the site, neighboring public parks and properties in the neighborhood, as outlined in the Treasure Island Comprehensive Plan.

All proposed marine structures are reviewed by the Pinellas County Water and Navigation Dept. Their review focuses on the proposed marine structure impact on the aquatic habitat (flora or fauna) and to ensure the location of the marine structure does not impede navigation. A permit cannot be issued without this agency's review.

This use is not anticipated to disturb the natural aquatic habitat, neighboring parks or the adjacent neighborhood.

The use will orient and locate buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood, and the appearance and harmony of the building(s) with adjacent development and the surrounding landscape.

Logically, this proposed special exception use will be located in Boca Ciega Bay. The specifics of the proposed marine structure will be reviewed under Case PZ 2018-19 Site Modification.

The use will have sufficient setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control any adverse effects of noise, lights, dust, fumes, and other nuisances.

Generally, there are no special setbacks, vegetative screens or required buffers established between the upland development and the proposed dockage. Staff does not find either a buffer or a screen needed for this special exception use.

The use will have sufficient land area.

This will be a recreational use available solely for the residents and guests of the upland property.

The use will meet the adopted levels of service required by the Treasure Island Comprehensive Plan and the Land Development Regulations.

The level of service for each aspect of the city’s infrastructure is not anticipated to be negatively impacted by this use.

STAFF RECOMMENDATION:
Staff recommends APPROVAL of the special exception request to permit a 6-slip multi-use private dock and kayak launch for the existing condominium development, subject to:

1. A site plan approved by the Planning and Zoning Board.
2. The use of the boat slips and kayak launch shall be for the sole use of the residents of the dwelling units on the upland of this property. The boat slips at this location cannot be advertised or available for lease to the general public.
3. The number of slips at the facility shall not exceed 6.
January 17, 2019
CASE NO. PZ-2018-18-SPECIAL EXCEPTION

PLANNING AND ZONING BOARD ACTION
SPECIAL EXCEPTION REVIEW OF 10091 Gulf Blvd.

A MOTION TO

[ ] APPROVE    [ ] DENY    [ ] DEFER / TABLE

[X] APPROVE WITH CONDITIONS

CASE PZ 2018-18 SPECIAL EXCEPTION request to permit a 6-slip multi-use dock and kayak launch for the residents and guests of 10091 Gulf Blvd.

Subject to the following conditions:

1. A site plan approved by the Planning and Zoning Board.
2. The use of the boat slips and kayak launch shall be for the sole use of the residents of the dwelling units on the upland of this property. The boat slips at this location cannot be advertised or available for lease to the general public.
3. The number of slips at the facility shall not exceed 6.

Richard Harris Chairman
Planning & Zoning Board

Date 1-18-2019

Pursuant to Sec. 70-201(b) of the Land Development Regulations, if within 12 months of the date of approval of an application or a special exception, a building permit has not been applied for, the approved special exception becomes null and void, provided however, that the approving board and the applicant may jointly agree to extend such time period.
DATE: November 27, 2019

TO: Garry Brumback, City Manager

FROM: Amy Davis, Finance Director / Assistant City Manager

SUBJECT: Parking License Agreement with Jim White

BACKGROUND

The parking area known as McMillen Court, between 107th and 106th Avenues, is an area that the City desires to implement a structured and organized parking plan. The plan will enhance the area visually and increase public safety by enhancing pedestrian safety, establishing a loading/unloading area and other areas restricting parking to ensure access by a Fire Engine, other public safety vehicle and Refuse trucks.

POLICY / PURPOSE

To approve a non-exclusive license agreement for 2 parking spaces that Jim White & Associates, Inc. uses of public property.

STRATEGIC PLAN RELEVANCE

Goal 1: Strengthen the financial stability of the City in an ever-changing economic environment. Goal 8: Rejuvenate the City’s business and tourists areas.

ANALYSIS / DISCUSSION

Upon obtaining a survey of the City’s parcels making up this parking area, it was identified that two parking spaces historically used by Jim White & Associates were located on city property. Staff met with Jim White when it was learned that he was interested in pursuing an agreement to continue to park in the two parking spaces. The attached license agreement identifies the use of the parking spaces and provides for a clear understanding of responsibilities and ownership.

The operations of Jim White & Associates have been long established using this area, but no formal agreement was ever created. Jim White is an active community partner and was very accommodating of the need to have a formal license agreement to acknowledge the use of public property.
The agreement is for a period of 5 years that can be renewed upon mutual written agreement. The fee charged annually is $500 per parking space which is the same as the City’s other parking agreements, with an option to increase the rate of no more than 5% per year.

**FUNDING**

The first year of the license agreement will result in $1,000, plus sales tax being paid to the City for use of the two parking spaces.

**RECOMMENDATIONS**

In an effort to continue to be a good community partner and Jim White & Associates, Inc. being a long-standing business, staff is recommending the City Commission approve the proposed license agreement that memorializes the agreement between both parties for the use of two parking spaces.

**ATTACHMENTS**

License Agreement & Exhibit A

**MOTION**

I move to approve and authorize the License Agreement with Jim White & Associates, Inc. for a five-year period for the use of two parking spaces.
Area for 2 spots
Non-Exclusive License Agreement
Between
City of Treasure Island, FL and Jim White & Associates Inc.

This Non-Exclusive License Agreement (hereinafter the “License”) by and between the City of Treasure Island, Florida, a municipal corporation (hereinafter the “City”), and Jim White & Associates, Inc. (hereinafter the “Licensee”), (collectively referred to as the “Parties”), is made and entered into on the 2nd day of December 2019.

WITNESSETH

WHEREAS, the City owns Lot 10-A otherwise known as the western portion of Milliken Court, which is legally described as Treasure Island, City of Blk. 6, Lot 10-A, Lying E’ly of Cofar-Hunt REP and it is used as a public parking lot and public access of ingress and egress to a downtown area of Treasure Island; and

WHEREAS, the Licensee is the owner of the real property located at 10645, Gulf Blvd., Treasure Island, FL, which is adjacent to Lot 10-A; and

WHEREAS, Licensee has limited parking for its employees; and

WHEREAS, Licensee has requested that the City provide it a license to use a portion of Lot 10-A for 2 parking spaces and that portion is depicted and designated on Exhibit A attached to this License and incorporated by reference (the “Permitted Use Area”); and

WHEREAS, the City has determined that the Licensee’s use of the Permitted Use Area will not unreasonably interfere with pedestrian access, public parking, or the City’s general use of Lot 10-A; and

WHEREAS, the City has determined that there will be a public benefit by granting this License to the Licensee for the limited purposes set forth below; and

WHEREAS, the City is desirous of providing safe parking for all of its property owners; and

WHEREAS, the Parties desire to enter into a license for the use of the Permitted Use Area for employee parking, subject to all of the requirements set forth in this License; and

WHEREAS, there is a need for limitations and standards on any License to ensure the safety and welfare of the general public utilizing City-owned property; and

WHEREAS, the Licensee, by executing the acknowledgement of this License, consents to and agrees to be bound by all conditions of the granting of this License; and
NOW THEREFORE, for and in consideration of the forgoing premises and the mutual covenants contained in this License, the City grants the Licensee the License for the Permitted Use Area conditioned on the Licensee’s compliance with limitations as set forth in this License:

1. **Recitals Acknowledged.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **License Components.** This License, including any attached endorsements and exhibit(s), constitutes the entire License granted by the City to the Licensee, and may not be changed, modified, discharged or extended except by written endorsement duly executed on behalf of the City and Licensee. The Licensee agrees that no representations or warranties are binding on the City unless expressed in writing and included in this License.

3. **Endorsement Obligations.** The Licensee agrees to be bound by and to comply with the provisions of all endorsements enumerated in and attached to this License, as may be from time to time included, amended or modified by the City.

4. **Purpose, Scope, Uses.** The principal purpose of the City granting the privileges under this License is to accommodate the Licensee with parking for its employees and to generate revenue for the City. The Licensee is strictly limited to the following conditions:

   a. **Permitted Use Area and Permitted Uses.** The Licensee is permitted to utilize the two (2) parking spaces, shown in Exhibit A for the sole purpose of employee parking. The yellow parking spaces depicted in Exhibit A make up the entire Permitted Use Area. The parking spaces will be used to park vehicles in accordance with the City’s Code of Ordinances, and state and federal laws. The Licensee agrees it will not allow any parking in the Permitted Use Area that obstructs the public’s use of the remaining portions of Lot 10-A.

   b. **Litter and Debris.** The Licensee must not litter and must, at all times, keep the Permitted Use Area free and clean of trash and debris, and the Licensee will not allow any trash or debris generated from the Permitted Use Area to cause litter upon any of the adjacent City-owned property.

   c. **Tropical Storm or Hurricane Warning.** In the event of a tropical storm or hurricane warning issued for Pinellas County, the City may require the Licensee to remove any vehicles parked in the Permitted Use Area and cease any further parking of vehicles in the Permitted Use Area until the threat has passed.

   d. **Damage to Vehicles.** The City is not responsible for any damage to any vehicle parked in the Permitted Use Area, whether such damage is caused by other vehicles or persons utilizing the Permitted Use Area and surrounding areas.

   e. **Items Left in Vehicles.** The City is not responsible for damage or loss to possessions or items left in vehicles parked on the Permitted Use Area or surrounding areas.
f. **Improvements.** Any improvement to the Permitted Use Area is strictly prohibited unless written permission is provided by the City Manager.

g. **No Unlawful Use.** The Licensee shall use the Permitted Use Area described in this License only for the purpose stated, and for no unlawful purposes whatsoever.

h. **Noise.** The Licensee must at all times assure that any users of the Permitted Use Area are in full compliance with all applicable City, County, or State noise ordinances and regulations.

i. **Signage.** The Licensee must not erect, construct or maintain any signage on the Permitted Use Area or other City-owned properties unless written approval is provided by the City Manager.

j. **Lighting.** The Licensee must not construct, erect or maintain, or allow any patron in the Permitted Use Area any lighting in violation of the City's lighting standards concerning the preservation and protection of turtles, or otherwise.

k. **Supervision and Personnel.** The Licensee shall assure that competent and experienced personnel are employed on the Permitted Use Area as needed, in order to assure that there is full compliance with all terms and limitations of this License.

5. **Fees, Payments and Term.** Licensee will pay to the City the sum of $500.00 per space per year. As stated above, the Permitted Use Area consists of two (2) parking spaces identified in Exhibit A. The total compensation owed to the City is $1,000.00 per year. This license fee may be adjusted by the City from time to time not to exceed more than one increase per year with a 5% maximum per year.

The term of the License is for a period of five (5) years, beginning on the effective date of this License, subject to the City’s right to terminate. Should the Licensee desire to renew the term of this License, it must provide written notice, in accordance with paragraph 14 of the License, to the City at least 60 days prior to the experience of the five-year term. The Licensee will be required to obtain and pay annually for a current Business Tax Receipt from the City.

6. **No Waiver of Applicable Regulations.** Nothing in this License will be construed to exempt the Licensee from full compliance with all applicable laws and regulations. Prior to using the Permitted Use Area and throughout the term of this License, the Licensee agrees to obtain all necessary permits and to otherwise fully comply with all requirements of the City, Pinellas County and the State of Florida as may be required by law pertaining to the Licensee’s use of the Permitted Use Area.

7. **Limitations of Interest.** The Licensee further agrees that the Licensee will not obtain any prescriptive rights, easements, or other legal or equitable interest in the Permitted Use Area by reason of the execution of this License, or by compliance with the terms of this License by the Licensee. Ownership of the Permitted Use Area, as defined in this License, will at all times

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Between City of Treasure Island and Jim White & Associates, Inc.
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remain with the City and the Licensee must not do anything inconsistent with the City’s ownership rights to the Permitted Use Area.

8. **Encumbrances.** The granting of this License does not vest in the Licensee any interest in the Permitted Use Area as defined in this License. The Licensee must not mortgage, encumber or lien the Permitted Use Area, and the Licensee must not cause or create any interests in real estate or any encumbrances upon the Permitted Use Area.

9. **Hold Harmless and Indemnity.** The Licensee must indemnify and hold harmless the City, its officers, agents and employees of the City from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees and costs arising out of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether concurring or contributory) of the Licensee, or the officers, agents, independent contractors, employees or invitees of the Licensee, arising out of or in connection with, directly or indirectly, the License, or in the use of the Permitted Use Area. Such obligation must not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person described in the License. This indemnification provision will not be limited to the amount of insurance required by this License. This indemnification provision will survive five (5) years following the termination or expiration of this License.

   Nothing contained in this License will be construed as a waiver of any immunity from or limitation of liability the City may have under this doctrine of sovereign immunity or Section 768.28, Florida Statutes. The Licensee obligations under this Article do not include or extend to the liability of any City employee.

10. **Insurance.** Licensee agrees to maintain the insurance coverages defined below in accordance with the laws of the State of Florida. The amount of insurance required in this License may be amended from time to time by the City, upon reasonable notice to the Licensee. The City must be named as an additional insured in any comprehensive liability insurance policy required below, and those policies must contain a provision waiving all subrogation rights against the City. Licensee must deliver to the City, upon execution of this License and prior to beginning use of the Permitted Use Area, for each year thereafter during the term of this License, certified copies of the below policies or a certificate evidencing their existence. In the event a binder is delivered, it must be replaced within ten days by a certified copy of the policy. Each such copy or certificate must contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving ten days’ written notice thereof to the City. Licensee must deliver to the City, at least fifteen (15) calendar days prior to a policy’s expiration date, a renewal policy, except for any policy expiring on the expiration date of this License.

   a. **Comprehensive General Liability Insurance.** Licensee further agrees to execute and deliver to the City at the time of acceptance and execution of this License a comprehensive liability insurance policy, including public liability and property damage, acceptable to and approved by the City, covering the Permitted Use Area and the operations to be conducted on the Permitted Use Area including but not limited to, premises operations, products/completed...
operations, products liability, contractual liability, independent contractors, personal injury and advertising injury and $1,000,000 per occurrence and $1,000,000 general aggregate and $1,000,000 products/completed operation aggregate.

b. **Workman’s Compensation Insurance.** Licensee must maintain adequate workman’s compensation insurance if required by the State of Florida in the amounts as required by law for employees. The limits will be statutory for Worker’s Compensation and $1,000,000 for Employer’s Liability. If the Licensee does not require to carry workman’s compensation, then a waiver of workman’s compensation insurance must be completed by the Licensee at the time this agreement is executed.

The City of Treasure Island must be included on all Releases of Liability and Acknowledgements of Assumption of Risk.

11. **TERMINATION.** THIS LICENSE IS SUBJECT TO, AND THE LICENSEE ACKNOWLEDGES THAT THIS LICENSE IS REVOCABLE AT WILL BY THE CITY, THAT IT IS SUBJECT TO BEING WITHDRAWN AND TERMINATED BY THE CITY AT ANY TIME, FOR ANY REASON, UPON FIVE (5) CALENDAR DAYS’ WRITTEN NOTICE GIVEN TO THE LICENSEE AS PROVIDED FOR IN THIS LICENSE. THE CITY, IN ITS SOLE DISCRETION, WILL HAVE THE AUTHORITY TO DETERMINE WHETHER TO TERMINATE THIS LICENSE, AND THE LICENSEE AGREES THAT THE CITY’S DISCRETION IN ANY TERMINATION OF THIS LICENSE WILL NOT BE SUBJECT TO JUDICIAL REVIEW OR CHALLENGE, BUT WILL BE FINAL.

12. **NON-RELIANCE.** LICENSEE UNDERSTANDS AND AGREES THAT IT HAS NOT AND WILL NOT RELY UPON ANY GRANT OR PROMISE OF GRANT OF THIS LICENSE IN ANY MANNER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EXPENDITURE OR INVESTMENT OF FUNDS.

13. **Suspension of Activities.** This License is subject to immediate suspension for an indefinite period of time in the event of injury or accident related to allowable parking operations. The City, in its sole discretion, will have the authority to review such injury or accident incident and determine whether to remove the suspension or move to terminate the License.

14. **Notices.** Any notice or communication which the City may desire to give the Licensee is agreed to as sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: Jim White & Associates, Inc, or any agent or employee at 10645 Gulf Blvd. Treasure Island, FL 33706, or delivered to a Licensee’s representative. The time of rendition of such notice or communication is the time when the notice is mailed, or personally delivered. Any notice or communication which Licensee may desire to give the City is agreed to as rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: City Manager, City of Treasure Island, 120 108th Avenue, Treasure Island, FL 33706, and the time of rendition of such notice.
or communication is the time when the notice is mailed. Either party may provide a change of address notice, or the change of address notice is effective upon receipt.

15. **Public Records.** Licensee agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701, Florida Statutes. Documents which are considered public records under Florida law include, but are not limited to: records related to the entry, management and implementation of the License itself; emails/correspondence between the City and the Licensee related to the License; emails or correspondence from all other entities related to the License (i.e. suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The Licensee agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the License; and

b. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law; and

c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

d. Meet all requirements for public records and transfer, at no cost, to the City, all public records in possession of the Licensee, upon termination or completion of the License and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Licensee agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Licensee will promptly provide the City with a copy of any request to inspect or copy public records that Licensee receives with a copy of the Licensee’s response to each request. The Licensee understands and agrees that failure to provide access to the public records will be a material breach of this License and grounds for termination.

**IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LICENSE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk, City of Treasure Island  
120 108th Avenue  
Treasure Island, FL 33706  
Tel: (727) 547-4575  
Fax: (727) 547-4582  
rnickerson@mytreasureisland.org

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16. **Miscellaneous Provisions.** Licensee further agrees to comply with and be bound by the following provisions:

a. **Successive Interest.** The rights and obligations of the Licensee pursuant to this License will inure to and are binding upon the Licensee, its successors, assigns, and legal representatives. The Licensee must not assign or sublet the License, in whole or part, without the express prior written permission of the City.

b. **“City.”** Wherever used in this License, the term “City” will refer to the City Commission of the City of Treasure Island, Florida, either acting in whole or acting through its designated City Manager.

c. **Construction of License.** The Licensee agrees that in the event of any litigation concerning the construction of this License or the interpretation of any language used in this License, that this License and any of its provisions must be interpreted in favor of the City. No provisions in this License will be construed against the City by virtue of this License having been drafted by the City.

d. **Assignment.** The Licensee may not assign or transfer this License in whole or in part, without the express prior written permission of the City.

e. **Taxes.** In the event that as a result of this License the parcel, as shown on Exhibit A, is found to be subject to ad valorem or other tax assessment, then in such event the Licensee agrees to promptly pay when due, taking advantage of all early payment discounts, any and all taxes that shall be assessed, imposed, charged or collected.

f. **Entire Agreement.** The License embodies the entire agreement of the City and the Licensee. There are no promises, terms, conditions, or allegations other than those contained in this License, and this License supersedes all previous communications, representations and agreements, whether written or verbal, between the Parties. This License may be modified or revoked at any time, for any reason, by the City, by delivering a copy of any modifications or superseding agreement to the Licensee, at the Licensee’s address provided in this License. The obligations in this License will survive the termination of this License. This License is governed by Florida laws and venue for purposes for any legal action lies in Pinellas County.
IN WITNESS WHEREOF, the City Commission of the City of Treasure Island, Florida, has executed this License effective the date first written above.

CITY OF TREASURE ISLAND, FLORIDA

By: ____________________________
   Garry Brumback, City Manager

Attest:

By: ____________________________
   Ruth Nickerson, City Clerk

ACKNOWLEDGEMENT OF CONDITIONS

Licensee accepts the grant of the License contained in this License, and agrees to be bound by all terms, conditions and limitations imposed upon the Licensee pursuant to the License.

WITNESSED:

By: ____________________________
   Printed Name: ________________
   Title: ________________________

Jim White & Associates, Inc.

By: ____________________________
   Printed Name: ________________
   Title: ________________________

Printed Name: ____________________

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