



CITY OF ANNA MARIA

P.O. Box 779, 10005 Gulf Drive, Anna Maria, FL 34216
Phone (941) 708-6130 Fax (941) 708-6134

AGENDA SEPTEMBER 21, 2023 IMMEDIATELY FOLLOWING THE BUDGET MEETING CITY COMMISSION REGULAR MEETING

THIS COMMISSION MEETING IS BEING HELD USING OPTIONAL TELECOMMUNICATIONS MEDIA TECHNOLOGY.

Dial in using your phone.

United States: +1 (929) 205-6099

Meeting ID: 853-9200-0280

***OUT OF COURTESY TO OTHERS, PLEASE MUTE YOUR PHONE WHEN NOT SPEAKING*
IF YOU WISH TO MAKE A PUBLIC COMMENT, PRESS *9 ON YOUR PHONE**

Pledge of Conduct: We may disagree, but we will be respectful of one another. We will direct all comments to the issues. We will avoid personal attacks.

CALL TO ORDER

PLEDGE TO THE FLAG

ROLL CALL

REGULAR MEETING

General Public Comment regarding non-agenda items and items not scheduled for future agendas will be taken at the beginning of the meeting with a limitation of three minutes. The Commission's intent is that General Public comment is to be used for the public to inform the Commission of new issues within the City. Public Comment regarding agenda items will be taken with each agenda item with a limitation of three minutes.

1. General Public Comment
2. Reimagining Pine Update - Mayor
3. Water Taxi Agreement – Vose/Mayor
4. Vulnerability Assessment Resiliency Grant Agreement - Mayor
5. Mayor's Comments
6. Commissioners' Comments
7. City Attorney's Comments
8. Staff Comments
9. **CONSENT AGENDA:** The following items are considered routine in nature and should be considered in a single motion. Items which warrant individual discussion should be removed from this list prior to the motion to adopt. Such items will be discussed separately.
 - a. Meeting Minute Approval: Regular Meeting: September 7, 2023 and Budget Meeting: September 7, 2023

Press Comment

Adjournment

 (FSS 286.26) IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATE STATUTES, PERSONS WITH DISABILITIES NEEDING SPECIAL ASSISTANCE TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK FOR ASSISTANCE AT LEAST THREE BUSINESS DAYS PRIOR TO THE MEETING (941) 708-6130. SHOULD ANY INTERESTED PARTY SEEK TO APPEAL ANY DECISION MADE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, THEY WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS BE MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF ANNA MARIA AND MANATEE COUNTY
REGARDING WATER FERRY DOCKAGE**

THIS INTERLOCAL AGREEMENT (“Interlocal Agreement” or “Agreement”) is made and entered into as of the ____ day of _____, 2023, by and between the CITY OF ANNA MARIA, a municipal corporation created and existing under the laws of the State of Florida, (“hereinafter referred to as “City”), and MANATEE COUNTY, a political subdivision of the State of Florida, (“hereinafter referred to as “County”).

WITNESSETH:

WHEREAS, Section 163.01, *Florida Statutes*, the “Florida Interlocal Cooperation Act”, permits the County and City to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately in order to make the most efficient use of their powers; and

WHEREAS, the City is the legal owner of the dockage and related upland property known as the Anna Maria City Pier (hereinafter referred to as “Pier”); and

WHEREAS, nothing in this Agreement shall be construed as relinquishing any of the City’s ownership interest in, or control of, the Pier; and

WHEREAS, Manatee County is developing a plan to provide water ferry service between the City of Bradenton, Anna Maria City Pier, and the Bradenton Beach Pier (the “Water Ferry”); and

WHEREAS, the City wishes to participate in the County’s provision of Water Ferry services by providing the County and its Water Ferry Operator with a license to the Pier, subject to the terms described herein; and

WHEREAS, the purposes of the Water Ferry are:

- To relieve automobile congestion coming to and from the island, and
- To provide an alternative and affordable means of public transportation to and from the island for visitors, Manatee County residents, and service workers; and

WHEREAS, the City and the County have determined that it is in the best interest of the public and of the residents of the County and the City, to allow dockage of the Water Ferry on the Pier; and

WHEREAS, the City affirms that the Pier constitutes a zoological park, fishing pier, or nature center that is (1) a recreational amenity for tourists, and (2) is used by tourists as an access point to nature activities and opportunities and the County’s public beaches.

NOW THEREFORE, in consideration of the premises set forth hereinabove, the terms of

which are incorporated herein, the mutual promises herein set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Recitals.

The foregoing Whereas clauses are accurate, are incorporated herein by reference, and are made a part hereof.

Section 2. Authority.

This Agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act, Section 163.01, *Florida Statutes*, and shall be filed with the Clerk of the Circuit Court of Manatee County upon its adoption by the parties.

Section 3. Terms and Conditions.

- a. The Water Ferry route must include service between downtown Bradenton and the Pier on every regularly scheduled day of operation, weather permitting and unless passengers on the vessel do not need to be dropped off or picked up at said pier. Any scheduled route for the Water Ferry must include Anna Maria for both departure and arrival from downtown Bradenton. Elimination of this route by the County or termination of access to the Pier by the City constitutes grounds for termination of this Interlocal Agreement.
- b. Prior to the commencement of Water Ferry services to the Dock, the County shall ensure that the Dock is ADA accessible for Water Ferry service to the public, including constructing any ADA improvements that may be required. The cost of ADA improvements, permits or studies required for dockage of the Water Ferry vessel or for the related upland property of the Pier shall be the responsibility of Manatee County or its contractor. Following installation of ADA improvements and acceptance by the City, the subsequent maintenance cost thereof for the Pier shall remain the responsibility of the City.
- c. The County will indemnify and hold harmless the City for the operation of the Water Ferry service, including indemnifying and holding harmless due to negligence or intentional acts caused by the Water Ferry operator. General liability due to negligence or intentional acts related to the Pier and the surrounding upland property, however, shall remain the responsibility of the City. Nothing herein shall constitute a waiver of sovereign immunity that the County or the City are entitled to under Section 768.28, *Florida Statutes*.
- d. The County shall provide a detailed plan ("Plan") to the Anna Maria City Commission for approval, which plan shall at a minimum describe the proposed landing area on the Pier, any required ADA-related modifications or improvements, and the estimated cost thereof. Upon approval by the City Council, such plan will be incorporated herein as Exhibit "A." Any improvements required under such plan shall be subject to applicable permitting requirements of the City.
- e. The County shall be responsible for the costs of creating ADA-compliant dockage and related upland areas for the Water Ferry and invitees' use of the Pier. Subsequent

maintenance of the Pier shall remain the City's responsibility.

- f. The County's obligations hereunder are subject to annual budgeting and appropriation of legally available funds by the Manatee Board of County Commissioners. The City's obligations hereunder are subject to annual budgeting and appropriation of legally available funds by the City Commission of the City of Anna Maria.

Section 4. Term.

The term of this Agreement shall commence upon the execution of this Agreement by the parties and the recording of the Agreement in the Official Records of Manatee County, and shall thereafter continue concurrently with the term of the Operating Agreement between the Water Ferry Operator and Manatee County, attached hereto and incorporated herein as Exhibit "B," unless terminated earlier by one or more of the parties hereto pursuant to Sec. 6(i) herein.

Section 5. Notices.

All notices required under this Agreement shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to City of Anna Maria: Anna Maria City Clerk
 P.O. Box 779
 Anna Maria, Florida 34216
 Attention: Mayor
 Facsimile: (941) 708-6134

With copy to: Gretchen R. H. Vose, Esq.
 City Attorney
 324 W. Morse Blvd.
 Winter Park, FL 32789
 Facsimile: (407) 628-5670

To the County: Executive Director
 Manatee County Convention and Visitors Bureau
 P.O. Box 1000
 Bradenton, FL 34206
 (941) 729-9177
 (941) 729-1820 (fax)

With copies to: Manatee County Administrator
 Manatee County Administration Center

1112 Manatee Avenue West, Suite 920
Bradenton, Florida 34205
Facsimile: (941) 745-3790

Manatee County Clerk of the Circuit Court
Angelina Colonnese, Clerk
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

Section 6. Miscellaneous Provisions.

- a. Prior Agreements. This Agreement represents the entire Agreement among the parties and supersedes all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein. Prior agreements, negotiations, or understandings, if any, shall have no force or affect whatsoever on this Agreement.
- b. Amendments. No modification, addendum, or amendments of any kind whatsoever may be made to this Agreement unless approved in writing and signed by the parties to this Agreement.
- c. Assignment. No assignment, delegation, transfer, or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement.
- d. Third Party Beneficiaries. The parties hereby acknowledge and agree that it is not the intent of any party to this Agreement to confer any rights on any persons or entities other than the parties to this Agreement. No person or entity not a party to this Agreement shall have any claim or cause of action against any party for the failure of any party to perform in accordance with the provisions of this Agreement except as may be provided by law.
- e. Sovereign Immunity. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the parties under Section 768.28, Fla. Stats. The parties shall each be and act as an independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the parties and/or their respective governmental agencies. None of the personnel under contract to, employed by or volunteering for any of the parties shall be deemed in

any way to have any contractual relationship with the other parties and/or their respective agencies. Each party shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

- f. Indemnification. As provided for under common law, and to the extent specifically authorized by Section 768.28, Fla. Stat., County hereby agrees to indemnify and hold the City harmless from claims, liability or damages (including reasonable attorneys' fees) only related to the operation of the Water Ferry service, including damages due to negligence, omissions, or intentional acts caused by the Water Ferry Operator, or to the ADA-related improvements to the Pier, and which are not caused or materially contributed to by any officer, employee, agent or other representative of the City. It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28 (5), Fla. Stat. The provisions of this subsection 6.f. shall survive termination of the Agreement.
- g. Disputes. If there is a question or dispute about the construction, operations, or effect of this Agreement, a party shall initiate and proceed through the conflict resolution procedures established in Chapter 164, Fla. Statutes. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in Chapter 164, a party may file an action in the Twelfth Judicial Circuit Court in Manatee County, Florida, or to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of FL, Tampa Division.
- h. Default and Waiver. In the event that either party shall fail to perform any of its obligations hereunder, the non-defaulting party shall deliver written notice thereof to the defaulting party specifying the nature of the failure with reasonable detail. Upon receipt thereof, the defaulting party shall forthwith proceed to correct any such failure to perform and shall be allowed reasonable time to do so. Should the defaulting party fail to correct such failure following reasonable time to do so, the non-defaulting party may terminate the Agreement by providing written notice of same. Any failure or refusal of any party to enforce any term or condition of this Agreement shall not be any waiver thereof or any waiver of any right to enforce any term or condition in the future.
- i. Termination for Convenience. Either party to this Agreement may terminate this Agreement with or without cause, upon giving thirty (30) days written notice to the other party. Upon such termination, all obligations of the parties under this Agreement shall cease. If the City terminates this Agreement without cause earlier than the concurrent term in the Operating Agreement, and the County has fulfilled the work detailed in the Plan, then the City will reimburse the County the actual amount of costs incurred for the work detailed in Exhibit "A", in an amount not to exceed \$10,000.
- j. Severability. If any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.
- k. Filing with Clerk of the Court. As required by Subsection 163.01(11) of Florida Statutes,

this Interlocal Agreement and all subsequent amendments hereto shall be filed in the official records of Manatee County, Florida, within ten (10) days of its execution by all parties hereto.

1. Insurance. The County shall ensure that the Water Ferry Operator procures and maintains during the term of this Agreement general liability insurance through a company licensed to do business in Florida in an amount not less than two million dollars (\$2,000,000) per claim, and the City of Anna Maria shall be an additionally named insured under such policy. The City shall be provided a certificate of insurance evidencing such policy prior to the commencement of Water Ferry services to the Pier and shall be provided certificates of insurance annually thereafter when such insurance is renewed.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement to be effective upon recording.

ATTEST:

CITY OF ANNA MARIA

LeAnne Addy, City Clerk

By: _____
Dan Murphy, Mayor

Approved as to form and legality:

Gretchen "Becky" Vose, City Attorney

ATTEST:

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Chairman

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT A

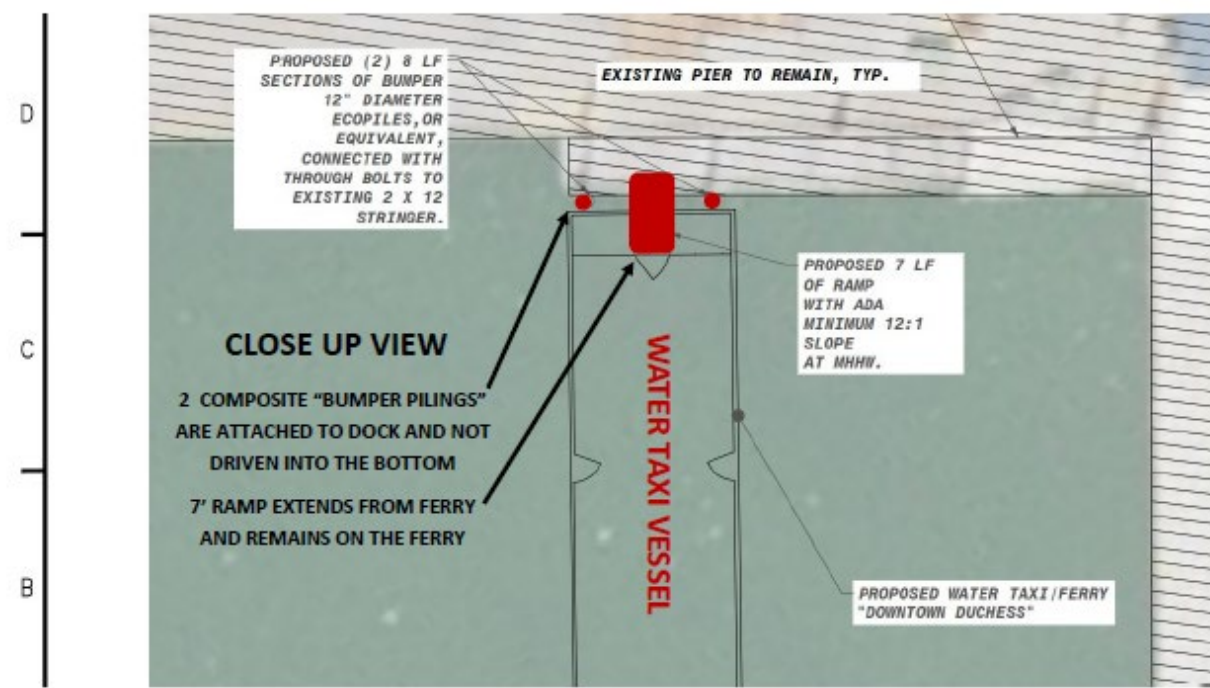


Exhibit B

WATER FERRY OPERATING AGREEMENT IN MANATEE COUNTY FLORIDA

THIS OPERATING AGREEMENT (“Operating Agreement”), is made and entered into this 15th day of June, 2023, by and between MANATEE COUNTY, a political subdivision of the State of Florida, (the “County”), and Gulf Coast Water Ferry LLC, a Florida limited liability company, 615 Pinellas Street, Unit 2, Clearwater, Florida 33756, hereinafter referred to as (the “Corporation”), (collectively, the “Parties”).

WHEREAS, the County desires to provide water ferry services connecting various areas that are exclusively within Manatee County, such as the Coquina Beach Boat Dock and the Cities of Bradenton, Anna Maria Island, and Bradenton Beach (the “Areas”); and

WHEREAS, this proposed water ferry service is in the best interest of the County as it will help alleviate traffic to and from the aforementioned Areas; and

WHEREAS, this Agreement details the operation of such water ferry service within the County and how the County intends to subsidize a portion of this alternative public transportation system during the initial phase of this pilot program; and

NOW, THEREFORE, the County and Corporation, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

- 1. RECITALS – the recitals above are incorporated herein by reference.**
- 2. PROVISION OF WATER FERRY SERVICE.**

The Corporation agrees to provide scheduled Water Ferry services connecting the Areas as detailed in Exhibit A – Scope of Work, following the expansion of routes as detailed in Exhibit B – Route, following the precise in-season and off-season plans as detailed in Exhibit C – Time and Route Schedules, charging the public no more for this service than is detailed in Exhibit D – Schedule of Fees. In the event of ambiguity between this Agreement and the Exhibits, this Agreement shall prevail.

The County acquired two (2) 49 passenger vessels (the Purchase Vessels or Water Ferrys). The Corporation contemplates utilizing the County’s subsidy, as detailed in Exhibit A – Scope of Work, to operate the scheduled water ferry service. Purchase Vessels shall remain in service within Manatee County only and shall be utilized exclusively for the provision of Water Ferry service and a failure to do so shall constitute a default under this Agreement.

If the Corporation fails or ceases to provide Water Ferry Service after commencement, or fails to cure any defaults, pursuant to the terms and conditions of this Agreement, then the County may terminate this Agreement. The County will remain owner of the Purchase Vessels, and the Corporation shall maintain and insure such vessels during all terms of this Agreement. Vessels may be inspected by County from time to time to ensure all safety measures and regulations are maintained.

3. **TIME OF PERFORMANCE.** The initial Contract Term shall commence on July 1, 2023, and end June 30, 2028. Toward the end of the initial five (5) year term, the County and Corporation may initiate subsequent renewals for three, one-year contract terms. Either party must provide written notice, to the other, of its intention to renew this Agreement for a subsequent contract term no later than ninety (90) calendar days prior to the expiration of the current contract term. No additional contract terms are contemplated by this Agreement. If the County requires Water Ferry service upon the conclusion of all contemplated contract terms under this Agreement, it may solicit such service consistent with Manatee County procurement guidelines.
4. **COMPENSATION.** The County will pay the Corporation an annual sum not to exceed \$400,000.00. Exhibit A – Scope of Work details the contemplated annual compensation during the five-year term of this Agreement. The County may, from time to time, require changes to this Agreement or Exhibits. Such changes may include modification to the Corporation’s compensation and Scope of Work, which must be mutually agreed upon between the Parties and shall be effective when such changes are incorporated via written amendment to this Contract. The Executive Director is delegated the authority to effectuate such changes and amendments by the Manatee County Board of County Commissioners, except where otherwise indicated elsewhere in this Agreement or Exhibits.
5. **METHOD OF PAYMENT.** The Corporation’s invoices for the monthly subsidy, as detailed in Exhibit A, shall be submitted to the County for approval for payment on a Net 45 basis. The County’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation of the County’s budget.
6. **NOTICES.** All notices, comments, consents, objections, approvals, waivers, and elections which either Party shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, certified mail, prepaid with confirmation of delivery requested, or facsimile transmission. All such communications shall be addressed to the applicable addresses set forth below or as any party may otherwise designate in the manner prescribed herein.

To the County:

Executive Director
Manatee County Convention and Visitors
Bureau
P.O. Box 1000
Bradenton, FL 34206
(941) 729-9177 (941)
729-1820 (fax)

To Gulf Coast Water Ferry, LLC:

Patricia S. Rodriguez, President
615 Pinellas Street, Unit 2
Clearwater, FL 33756
(727) 755-0297 (office)
(727) 442-7433 (fax)

7. **USE OF COUNTY/CITY DOCKAGE AND UPLAND AREA.** The County grants the Corporation a license to occupy and use the County dockage and adjacent upland area land reasonably related to the Corporation's provision of Water Ferry Service, including all ingress, egress and approaches to and from such dockage and upland area. Dockage and upland areas that belong to and are in a participating municipality will be subject to an interlocal agreement with the County. The interlocal agreements will provide the Corporation a license to occupy and use the respective facilities and properties located within the participating municipalities for the provision of Water Ferry Service consistent with this Agreement. The dockage and upland areas related to this Agreement are those illustrated in Exhibit B.
8. **CORPORATION'S DUTIES RELATED TO COUNTY/CITY DOCKAGE AND UPLAND AREA.** The Corporation shall assume responsibility for the use, operation, and security of the upland areas during Water Ferry Operating Hours, such responsibility includes controlling access to the upland areas and associated dockage, ticketing, guest service functions, security, cleaning, and general operational organization. The Corporation shall continually evaluate the condition and suitability of the County and participating municipalities' dockage and upland areas for water ferry activities. The Corporation shall properly secure the County and participating municipalities' dockage and upland areas at the conclusion of daily ferry service. The Corporation shall notify the County and the participating municipality of any potential or actual hazardous conditions.
9. **COUNTY'S DUTIES RELATED TO DOCKAGE AND UPLAND AREA.** At times other than Water Ferry Operating Hours, the County shall maintain the county dockage and upland area in a clean and orderly condition. The County shall only be responsible for all maintenance and repairs to the county dockage and upland areas, but the Corporation understands that the County is under no obligation to repair county dockage or the upland areas if the Board of County Commissioners, in its sole discretion, determines that it is not in the County's best economic interest to repair

such impacted areas due to substantial damage. The County, will, however, take its best efforts to avoid or mitigate substantial damage to County dockage and upland areas. Via interlocal agreement, the County will coordinate with participating municipalities to upgrade city dockage to render such facilities ADA-compliant, where applicable. The Corporation understands that the participating municipalities are responsible for their own maintenance and repairs to dockage and upland areas when ordinary wear and tear of the dockage and upland areas occurs.

10. **PROHIBITED USE.** The County dockage and associated upland area shall not be used by the Corporation for any use other than the use necessary to provide Water Ferry services. No occupation or alternative use shall be available to the Corporation which, at the sole discretion of the County, is deemed hazardous, inconsistent with this Agreement, or increases the County's liability.

11. PUBLIC RECORDS.

IF THE CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Avenue West, Bradenton FL 34205.

The Corporation's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the County to perform the services being provided by the Corporation hereunder.
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of any of the Agreement term(s) and following completion of the Agreement if the Corporation does not transfer the records to the County.

- d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Corporation or keep and maintain public records required by the County to perform the service. If the Corporation transfers all public records to the County upon completion of the Agreement, the Corporation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Corporation keeps and maintains public records upon completion of any of the Agreement term(s), the Corporation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- e) A request to inspect or copy public records relating to the County's agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Corporation of the request, and the Corporation must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- f) The Corporation hereby acknowledges and agrees that if the Corporation does not comply with the County's request for public records, the public agency shall enforce the agreement provisions in accordance with the Agreement.
- g) If the Corporation fails to provide the public records to the County within a reasonable time, the Corporation may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against the Corporation to compel production of public records relating to the County's agreement for services, the court shall assess and award against the Corporation the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Corporation unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Corporation has not complied with the request, to the County and to the Corporation.
- i) A notice complies with subparagraph (h)(ii) if it is sent to the County's custodian of public records and to the Corporation at the Corporation's address listed on its agreement with the County or the Corporation's registered agent. Such

notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- j) A Corporation that complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

- 12. RIGHT TO AUDIT AND PROVISION OF MONTHLY OPERATIONS REPORTS.** The Corporation shall prepare, in accordance with generally accepted accounting practice, accurate books of account, along with other records as required by law. All records, including but not limited to tax returns, with respect to the Corporation's business conducted pursuant to this Agreement, shall be kept by the Corporation and shall be available to the County for examination or audit during the term of this Agreement and for a period of five (5) years following the expiration of the last agreed-to contract term or earlier termination of this Agreement.

In conjunction with providing the County an invoice for payment on a Net ~~30~~⁴⁵ basis, as detailed in section 5 above, the Corporation shall also provide monthly operations reports, and such reports shall include, but not be limited to, Water Ferry ridership numbers, revenues generated, and copies of the Corporation's submitted Florida Department of Revenue Form DR-15.

- 13. INDEMNIFICATION AND INSURANCE.** To the extent permitted by law (and in the case of the County, the tort liability limitations set forth in Section 768.28, Florida Statutes shall also apply to any actions to enforce this Agreement, or any provisions herein) each of the parties hereto shall indemnify and hold harmless the other, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and other persons employed or utilized by the indemnifying party in the performance of this Agreement. This provision shall survive the termination of this Agreement.

The Corporation shall maintain during the term of this Agreement general liability insurance through a company licensed to do business in Florida in an amount not less than two million dollars (\$2,000,000) per claim, and the County and all participant municipalities shall be an additionally named insureds under such policy. The County and participant municipalities shall be provided a certificate of insurance evidencing such policy prior to the commencement of Water Ferry services.

- 14. VESSEL(S) PURCHASED.** The Corporation understands that during any term under this Agreement, it may not utilize any Purchase Vessels as Corporation collateral. Maintenance and insurance of the Purchase Vessels shall be the responsibility

of the Corporation. At the County's sole discretion, it may sell the Purchase Vessels at the time of expiration or early termination of this Agreement, consistent with the County's applicable regulations regarding surplus property.

15. TAXES, FEES, AND COSTS. The County shall not charge the Corporation fees for usage of the County dockage and associated upland areas identified in Exhibit B. The Corporation will be solely responsible for the payment of its own income and sales taxes. The Purchase Vessels' storage and fuel costs remain the Corporation's responsibility.

16. CONSTRUCTION AND ALTERATION OF COUNTY/CITY DOCKAGE AND UPLAND AREAS. The Corporation shall not make or permit to be made any alterations, additions, improvements, or changes to the county dockage or associated upland area nor permit the painting or placing of any signage, placards, or other related advertising media without obtaining the prior written consent of the County, which shall be at the County's sole discretion. The Corporation shall not make or permit to be made any alterations, additions, improvements, or changes to participating municipality dockage or associated upland area nor permit the painting or placing of any signage, placards, or other related advertising media without obtaining the prior written consent of the participating municipality.

17. ASSIGNMENT. The Corporation shall not have the right to assign, transfer, convey, sublet or otherwise dispose of its license to utilize county dockage and associated upland areas or its rights or obligations under this Agreement.

18. DEFAULT AND TERMINATION.

- a) Subject to the Corporation's right to notice and an opportunity to cure, as specified herein, the Corporation shall be deemed in default of its obligations under this Agreement upon the occurrence of any of the following: The Corporation's failure to perform any covenant, promise, or obligation contained in this Agreement or comply with the terms and conditions of this Agreement;
- b) The appointment of a receiver or trustee for all or substantially all the Corporation's assets;
- c) The Corporation's voluntary petition for relief under any bankruptcy or insolvency law, or the filing of an involuntary bankruptcy petition which is not dismissed within sixty (60) days;
- d) The sale of the Corporation's interest under this Agreement by execution or other legal process;

- e) The seizure, sequestration, or impounding by virtue of or under the authority of any legal proceeding of all or substantially all of the personal property or fixtures of the Corporation used in or incident to its operations in providing the Water Ferry Service;
- f) The Corporation making an assignment of its assets for the benefit of creditors;
- g) Any sale, transfer, assignment, subleasing, concession, license, or other disposition of this Agreement that is not authorized by this Agreement;
- h) The Corporation doing or permitting anything that creates a lien upon the County's dockage or associated upland areas or any Vessels Purchase;
- i) Utilizing Purchase Vessel(s) to provide Water Tax Service in a manner not contemplated in this Agreement or related Exhibits; or
- j) Sale or transfer of the Corporation to another corporate entity.

The County may immediately terminate this Agreement if a default pursuant to this Agreement is not cured within thirty (30) days after receipt of notice from the County. In the event of early termination of this Agreement due to the Corporation's default, the Corporation shall reimburse all monies provided by the County. In addition to termination due to default, the County may elect to terminate this Agreement should it be unable to finalize interlocal agreements with participating municipalities rendering traffic alleviation around the County and Areas via this proposed Water Ferry method infeasible, which is determined at the County's sole discretion.

19. DAMAGE COUNTY/CITY DOCKAGE, ASSOCIATED UPLAND AREAS, AND VESSELS. If any portions of the county dockage or associated upland areas are substantially damaged by fire, hurricane, or other casualty, the County or the Corporation may elect to repair or replace the affected county facility within thirty (30) days of the casualty or occurrence. If any portions of the city dockage or associated upland areas are substantially damaged by fire, hurricane, or other casualty, the participating municipality may elect to repair or replace the affected facilities within thirty (30) days of the casualty or occurrence. In the event the affected county and participating municipalities' facilities are not repaired or replaced within thirty (30) days of the casualty or occurrence or if the County, the Corporation, and participating municipalities elect to forego repair or replacement of the affected facilities, either Party may immediately terminate this Agreement. In the event of termination pursuant to this section, the Corporation may keep the monthly subsidies that it had earned up to the casualty or occurrence.

If any portion of the Purchase Vessel(s) is substantially damaged by fire, hurricane, or other casualty or occurrence, the County may elect to repair or replace the affected Purchase Vessel within thirty (30) days of the casualty or occurrence that caused the vessel damage. In the event that the County fails to repair or replace within thirty (30) days of the vessel damage or the County elects not to repair or replace the affected vessels(s), then the County may immediately terminate this Agreement. In the event of termination due to substantial damage to Purchase Vessels(s), then the Corporation may keep the monthly subsidies that it had earned up to the casualty or occurrence.

Nothing contained herein shall limit the County's rights and remedies against the Corporation for any such damage caused by the Corporation, its employees, agents or contractors.

20. **RELATIONSHIP OF PARTIES.** The relationship between the Parties is that of licensor and licensee. In conducting the Water Ferry Service hereunder, the Corporation shall act as an independent contractor and not an agent of the County. The selection, retention, assignment, and direction of the Corporation's employees shall be the sole responsibility of the Corporation, and the County shall not attempt to exercise any control over the daily performance of the duties of the Corporation's employees.
21. **NO EXCLUSIVE RIGHTS.** Nothing contained in this Agreement shall be construed to grant or authorize the granting of exclusive right other than right of use of the county dockage, city dockage, and related upland properties pursuant to the terms of this Agreement.
22. **NO LIENS.** The Corporation shall not cause any liens to be filed against the Purchase Vessels, the county dockage, city dockage, and the associated upland properties by any reason of work, labor, services, or materials performed at or furnished to the Corporation related to this Agreement. Nothing contained in this Agreement shall be construed as consent on the part of the County to subject the Purchase Vessels, the county dockage, and associated upland properties to any lien or liability under the lien laws of the State of Florida.
23. **CONFORMANCE WITH LAWS.** The Corporation agrees to comply with all applicable federal, state, and local laws during all terms contemplated by this Agreement.
24. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

25. **ATTORNEYS FEES AND COSTS.** Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation, or pre-litigation negotiation rising under this Agreement.

26. **EFFECTIVE DATE.** This Agreement shall take effect as of the date set forth above.

WHEREFORE, the parties hereto have executed this Agreement as of the date and year first above written.

**GULF COAST WATER TAXI,
LLC, a limited liability company**

By: *Patricia Rodriguez*
Print Name: Patricia Rodriguez
Its: Owner



**MANATEE COUNTY, a political subdivision of
the State of Florida**

By its Board of County Commissioners

By: *K. Van Ostenbridge*
Kevin Van Ostenbridge, Chairperson

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: *Debi Jessen*
Deputy Clerk

SCOPE OF PROJECT

Exhibit A - Scope of Work

The Water Ferry operator (the Operator or Corporation) agrees to provide scheduled water ferry services connecting various areas that are exclusively within Manatee County, such as the City of Bradenton, City of Anna Maria, and City of Bradenton Beach.

1. SCOPE OF WORK

The Corporation shall maintain and insure the Purchase Vessels throughout the term of this Agreement. Operators are required to perform its duties by exercising accepted standards of good seamanship and adhere to the navigational rules of the roads and waterways during vessel transit, including mooring and departure. Operator shall consider environmental conditions such as tide and currents, and circumstantial conditions caused by interactions with other vessels, such as vessel wakes. Operators must follow all proper marine safety and right-of-way standards in all underway situations, such as passing other vessels, being overtaken by other vessels, or any situation that may arise.

The Corporation shall provide year-round water ferry services at the minimum standards of service as defined herein. The Corporation acknowledges that the Purchase Vessels are suitable for safely docking, loading, unloading, and securely transporting passengers between water ferry landing locations.

This is a partnered relationship with Manatee County for public transportation to best provide a waterborne alternative that is safe, efficient, clean, affordable, and ADA-accessible vessels for Manatee County tourists, employees, and residents. Competitive pricing, enhanced rider experience as well as maintaining a consistent schedule is expected.

A. Operational Goals

- To operate a daily water ferry service from a remote parking facility (City of Bradenton Parking Garage) on the mainland to and between the downtown Bradenton Day Dock (City of Bradenton), Anna Maria Island City Pier, the Bridge Street Pier (City of Bradenton Beach) and the Coquina South Boat Ramp (unincorporated Manatee County), using existing landing docks at such locations.
- Establish and maintain a positive relationship with businesses along the waterfront to provide a safe transportation alternative throughout the participant municipalities and Manatee County.

- Provide safe, high-quality ADA-accessible transportation and a pleasant ridership experience for patrons.
- Work with Manatee County to maximize marketing tools available including, but not limited to, signage, social, and print media to maximize ridership and engage public interest.
- To meaningfully involve all segments of the community in the employment and business opportunities that arise as a direct or indirect result of the ferry service operation.
- To contribute to easing the parking and traffic congestion throughout the participant municipalities and Manatee County, as well as enhance the experience of their patrons be they tourists, employees or residents and add to the quality of vacationing, visiting, working or residing within the participant municipalities and Manatee County.
- Over time, expand services from the initial route, as currently detailed in Exhibit B, as demand increases; additional stops could be both scheduled and "on demand." Additional stops would need to be Tourism Development Tax (TDT)-eligible facilities, consistent with Florida Statutes, that are already fully ADA accessible, safe, and with proper illumination for the time of day.
- Any services and additional stops may be added when and where determined feasible and only upon written agreement of the Parties.
- The Operator is encouraged to provide additional vessels that are properly equipped and certified to USCG standards, whether contracted, rented, or owned, to reasonably accommodate peak operations that occur seasonally as well as end-of-event departing crowds to prevent long delays in service, long lines, and a degraded customer experience.

B. Scope Specifications

- All vessels utilized for provision of the water ferry service must be USCG inspected passenger vessels for hire with current USCG certification.
- All vessels used must be ADA accessible.
- All Captains operating a water ferry must have an appropriate current USCG Master's License; Captains and Crews are not to exceed the maximum work hours as required in USCG regulations.
- All vessels must maintain and monitor a Marine VHF radio during operation.
- Base days and hours of service operations shall be Friday – Sunday, with operating times starting at 10:30 a.m. until 9:30 p.m.
- These hours may be adjusted for seasonal demand and special events, upon written agreement by both Parties and weather-related conditions.
- All deviations from the scheduled operations are to be coordinated with Manatee County, in writing.
- While additional service hours and pick-up or drop-off locations for special events are encouraged to meet or build demand, enhanced operations to

the core scheduled route and times must not degrade the core scheduled service.

- All vessels should provide coverage from moderate rain showers and provide sunshade when needed.
- All vessels used to provide water ferry services shall be of size and displacement that can operate without causing damage to city/county docks.
- The Operator will be responsible for damage caused to city/county docks, the Purchase Vessels, and other vessels when such damage is caused by the Operator or under the Operator's use of the Purchase Vessels.
- The Operator shall promptly report to the County any accident or incident occurring during water ferry service hours that result in personal injury, property damage or violation of city, county, state or federal (including USCG) ordinances, regulations or laws and shall cooperate with the County and participant municipalities in investigating such accidents or incidents.
- Logistics for operation during special events must be coordinated with and approved by the County.

C. Financial Responsibility

- The Operator must provide the County with complete and accurate records including annual audited financial statements prepared according to "Generally Accepted Accounting Principles" of all business transactions associated with the water ferry service.
- The Operator will be responsible for maximizing financial performance and utilization of the facilities and water ferry service through diligent and astute management of resources such as fuel, staffing, and promotions.

D. Employees

- At no time shall a vessel be operated without properly trained, licensed, and certified vessel captains and trained crew as required by USCG regulations.
- All employee licenses, seamanship papers and other USCG-required documents and training certificates shall be on file with Manatee County at the onset of the contract and prior to any changes to staffing of any vessels used in the performance of this contract.

E. County's Responsibilities

- The County will maintain existing water ferry landings on county owned property. The participant municipalities shall maintain and repair their respective water ferry landings and upland properties. Additional water ferry

landings may be added by mutual agreement in other waterway locations to expand the service opportunities where practical, such landings would need to be TDT-eligible facilities, consistent with Florida Statutes.

- The County reserves the right to work with selected operators as well as other operators to provide increased service and passenger capacity as deemed necessary.
 - Initial landings
 - The Downtown Bradenton Day Dock, just east of the Green Bridge;
 - The Anna Maria City pier;
 - The Bridge Street pier, City of Bradenton Beach;
 - The Coquina South Boat Ramp, Beach Docks
- The County will provide directional signage and wayfinding signs where appropriate to improve visibility of the Coquina South boat ramp, landings and guide riders to this water ferry landing and nearby parking. The participant municipalities may provide directional signage and wayfinding signs where appropriate to their respective water ferry landings and related facilities.

F. Corporation's Responsibilities

- Maintain the Purchase Vessels.
- Insure the Purchase Vessels.
- Perform all scheduled and non-scheduled repairs meeting or exceeding OEM manufacturer recommendations and requirements.
- Provide monthly reports of all scheduled and non-scheduled inspections, maintenance, and vendor repairs.
- Provide copies of all invoices and receipts relating to all inspections, maintenance, and vendor repairs.
- Provide reports noting any accidents, theft, or damage.
- Provide monthly hour meter readings.
- Provide monthly fuel utilization report.
- Provide monthly ridership report.
- Maintain the Purchase Vessels and equipment to meet the scheduled service demands and adhere to proper vessel maintenance IAW manufacturer's commercial use standards for inspections and engine fluid and filter changes.
- In addition to the fiscal, ridership and revenue reports required above, provide sufficient vessels in number and size along with qualified staff for each vessel to meet all USCG standards for safe operation and provide

documentation of performance of scheduled maintenance by appropriately trained personnel IAW manufacturers specifications and USCG rules and regulations.

1. ANTICIPATED BEGINNING AND END DATE OF INITIAL TERM

July 1, 2023 through June 30, 2028 unless revised by mutual agreement of both parties.

If the commencement of performance is delayed because the County does not execute the agreement on the start date, the County may adjust the start date, end date, and milestones to reflect the delayed execution.

3. EXTENSION

The County and the Corporation may mutually agree to extend the Agreement consistent with section 3 of the Agreement. The County or Corporation shall give written notice of their intention to extend this contract no later than ninety (90) days prior to the expiration date of the current contract term.

4. PRICES

All pricing shall be firm for the initial term of five (5) years except where otherwise provided by the specifications, and include all transportation, insurance, and warranty costs.

- The County shall not be invoiced at prices higher than those stated in the table in section 5 below.
- No fuel surcharges will be accepted, unless approved in advance by the County, at the County's sole discretion.

5. SUBSIDY

These are the payments provided by the County under this initial 5-year contract to secure scheduled service and meet actual observed ridership and anticipated growth. The parties understand that the County's fiscal year runs from October 1 to September 30. Payments to be made in monthly installments, based on the ridership expectation percentages detailed in the table below.

The County will pay the Operator a monthly subsidy of \$24,851.14, regardless of ridership numbers, from July 1, 2023 to March 31, 2024. Starting April 1, 2024 and at six-month intervals thereafter on March 31 and

September 30, of every contract year, a reconciliation will be conducted by the County. This bi-annual reconciliation will review and calculate the average ridership of the preceding six-month timeframe. Based on the County's reconciliation, the monthly subsidy for the subsequent six-month period may be adjusted consistent with the closest ridership expectation percentage consistent with the table below, upon mutual agreement by the Parties without Manatee County Board of Commissioner approval.

The average preceding six-month ridership will be calculated to the nearest tenth, where applicable, to determine the closest ridership expectation percentage and monthly subsidy amount for the subsequent six-month period based on the table below.

If the decimal portion is less than 0.5 or the calculated percentage ends in a whole number less than five, the County will round down. If the decimal portion is more than 0.5 or the calculated percentage ends in a whole number greater than 5, the County will round up. If the decimal portion is precisely 0.5 or the calculated whole number percentage ends in 5, then the County will look to the place value to the left of the .5 or the whole number 5. If that number is an odd number, the County will round up, and if that number is even number or zero, then the County will round down.

Gulf Coast Water Taxi partnership with Manatee County for Water Transportation				
Financial Analysis				
2 Vessel Service Fridays-Sundays - Phase 1				
Operating Hours	3744			
<u>Ridership Expectations</u>		<u>Farebox Recovery</u>	<u>County Subsidy Annually</u>	<u>Monthly Subsidy</u>
	35%- 39.99%	\$ 231,943.95	\$ 400,000.00	\$ 33,333.33
	40% - 44.99%	\$ 265,078.80	\$ 397,618.20	\$ 33,134.85
	45% - 49.99%	\$ 298,213.65	\$ 364,483.35	\$ 30,373.61
	50% - 54.99%	\$ 331,348.50	\$ 331,348.50	\$ 27,612.38
A 55% RECOVERY IS ESTIMATED	55% - 59.99%	\$ 364,483.35	\$ 298,213.65	\$ 24,851.14
	60% - 64.99%	\$ 397,618.20	\$ 265,078.80	\$ 22,089.90
	65% - 69.99%	\$ 430,753.05	\$ 231,943.95	\$ 19,328.66
	70%+	\$ 463,887.90	\$ 198,809.10	\$ 16,567.43

Exhibit B – Routes

Planned water ferry routes, but not limited to change/expansion based on customer feedback/demand:

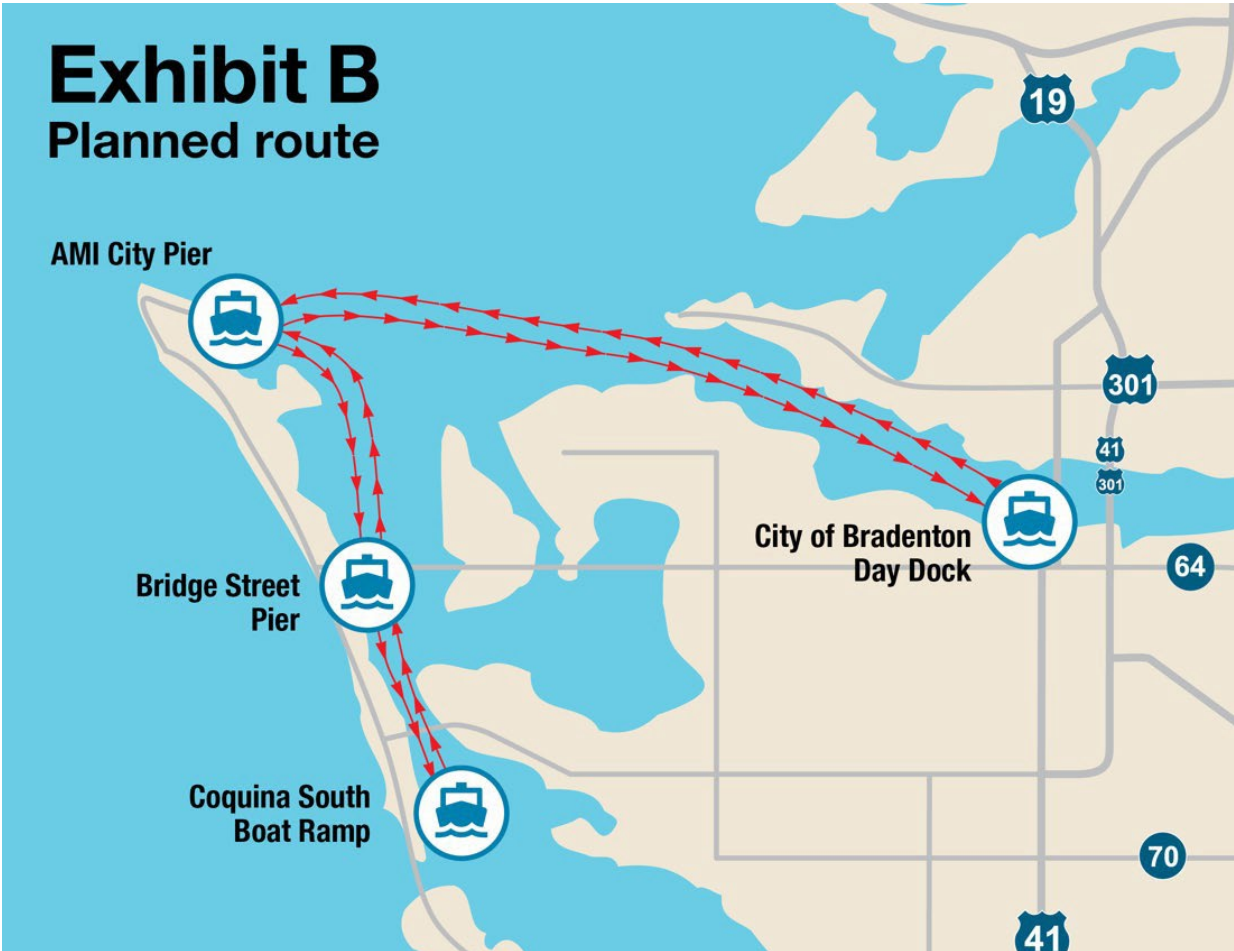


Exhibit C

1. Planned time and route schedule

***Times subject to change based on consumer demand/water ferry operator feedback and only with the Executive Director’s written approval**

Two Vessel Departure Times			
Bridge Street Departure to AMI	AMI Departure to Riverwalk	Riverwalk Departure to AMI	AMI Departure to Bridge Street
10:30 a.m.	10:45 a.m.	10:30 a.m.	11:15 a.m.
11:30 a.m.	11:45 a.m.	11:30 a.m.	12:15 p.m.
12:30 p.m.	12:45 p.m.	12:15 p.m.	1: 00 p.m.
1:15 p.m.	1:30 p.m.	1:30 p.m.	2:15 p.m.
2:30 p.m.	2:45 p.m.	2:15 p.m.	3:00 p.m.
3:15 p.m.	3:30 p.m.	3:30 p.m.	4:15 p.m.
4:30 p.m.	4:45 p.m.	4:15 p.m.	5:00 p.m.
5:15 p.m.	5:30 p.m.	5:30 p.m.	6:15 p.m.
6:30 p.m.	6:45 p.m.	6:15 p.m.	7:00 p.m.
7:15 p.m.	7:30 p.m.	7:30 p.m.	8:15 p.m.
8:30 p.m.	8:45 p.m.	8:15 p.m.	9:00 p.m.
	9:30 p.m.	9:30 p.m.	

Exhibit D

Planned fee schedule (fees may be adjusted based on approval by the Board of County Commissioners)

Schedule of Fees (Wheel Chair Seating included in below pricing)	
Each Way	
Adults (12+)	\$8.00
Seniors	\$6.00
Children (3-11)	\$5.00
Under 3	Free



9a1

CITY OF ANNA MARIA

P.O. Box 779, 10005 Gulf Drive, Anna Maria, FL 34216
Phone (941) 708-6130 Fax (941) 708-6134

MINUTES SEPTEMBER 7, 2023 IMMEDIATELY FOLLOWING THE BUDGET MEETING CITY COMMISSION REGULAR MEETING

THIS COMMISSION MEETING IS BEING HELD USING OPTIONAL TELECOMMUNICATIONS MEDIA TECHNOLOGY.

Dial in using your phone.

United States: +1 (929) 205-6099

Meeting ID: 853-9200-0280

***OUT OF COURTESY TO OTHERS, PLEASE MUTE YOUR PHONE WHEN NOT SPEAKING*
IF YOU WISH TO MAKE A PUBLIC COMMENT, PRESS *9 ON YOUR PHONE**

Pledge of Conduct: We may disagree, but we will be respectful of one another. We will direct all comments to the issues. We will avoid personal attacks.

CALL TO ORDER

Chair Short called the meeting to order at 5:08 p.m.

PLEDGE TO THE FLAG ROLL CALL

The City Clerk/Treasurer called the roll.

Present: Chair Mark Short, Commissioner Jonathan Crane, Commissioner Robert Kingan, Commissioner Deanie Sebring, Mayor Dan Murphy and Commissioner Charles Salem.

Others Present: City Clerk/Treasurer LeAnne Addy, Deputy City Clerk Fransheska Berrios, City Attorney Becky Vose via Zoom, , AMI Sun, and Islander newspaper.

REGULAR MEETING

General Public Comment regarding non-agenda items and items not scheduled for future agendas will be taken at the beginning of the meeting with a limitation of three minutes. The Commission's intent is that General Public comment is to be used for the public to inform the Commission of new issues within the City. Public Comment regarding agenda items will be taken with each agenda item with a limitation of three minutes.

1. General Public Comment

Mayor Murphy would like to congratulate Lieutenant Licata as he is getting promoted. He will still be the commander for this area.

Lieutenant Licata stated that he will be here for a while and will introduce the new person once they are appointed.

2. Hurricane Idalia Status – Mayor

Mayor Murphy stated that he would like to cover a few things from the hurricane. He stated that we made some decisions during the storm to close streets to only residents and business owners when the streets began to flood. He wanted to thank Sergeant Getman and Lieutenant Licata for all they did for us during the storm. He stated that he had to pick his wife up from the airport at 2:00 a.m. and when we got back to the city, we got back to the entrance of the city and there was a Deputy checking identification and he was very impressed as to how good the Sheriff's Department assisted. He was concerned about looting taking place in our city. He stated that he had received several voice messages from a resident complaining that we closed the bridge. He stated that he didn't close the bridge but was accused. He stated that he didn't make that decision as it was Holmes Beach, County and Bradenton Beach. He stated that we got our crews out here quick but not quick enough as we had a lot of sand in the streets. He stated that Public Works did a great job pumping. He stated that the assessment of the homes, he had Fransheska and her staff go do an assessment of the water lines on the single-family homes. He stated that the overall cost of the storm to the City of Anna Maria is approximately \$30,000. He stated that the big expense of this storm, was debris, sand and etc. was put in our infiltration from the flooding and the estimate will cost us approximately \$250,000. He stated that we will get it done as quickly as possible. He also stated that Jet Hauling is doing the debris removal and will complete this no later than Saturday. He stated that we will access it at that time.

Commissioner Crane saw debris pickers in his lawn. He stated that he stayed at a Towne Suites as they set aside rooms for island residents and the fee for the room was great and would recommend them.

Commissioner Kingan stated that it would be hard to access the damage on a property. He stated one rental company had 12 homes and they had damage to all of them. He also wanted to thank the Sheriff's Department for keeping people away.

Chair Short stated that the most interesting comment he received was that they were shocked that there wasn't a similar process getting into Homes Beach. He stated that during Irma you needed a hang tag just to get on the causeway and for Ian we didn't use the hang tags and this hurricane was great.

3. Ordinance 23-915 Historic Preservation Board (Second Reading) – Vose/Austin

City Attorney Becky Vose read the title to Ordinance 23-915 Historic Preservation Board. This changes the number of members from five to three members.

Motion: To approve Ordinance 23-915 Historic Preservation Board.

Action: Motion by Commissioner Kingan, seconded by Commissioner Salem.

On roll call vote, the motion passed unanimously.

4. Ordinance 23-916 Article III Shoreline Stabilization and Article IV Marinas, Docks, etc. (Second Reading) – Vose/Austin

City Attorney Becky Vose read the title to Ordinance 23-916 Article III Shoreline Stabilization and Article IV Marinas, Docks, etc.

City Planner Ashley Austin explained the changes to this ordinance. This is for repairs or replacement. As for Section 110-67, was not part of the proposed changes or we can strike that section if the commission so chooses. She stated that this may happen in a unique circumstance. The Building Official would give the okay in that situation.

Commissioner Crane asked about Section 110-67 "Allowances for deviations in design" and stated that all other sections are very clear, but this is not clear, and the other thing is there anything that requires people to make repairs or etc.

Chair Short also stated that Section 110-67 is uncertain to him as well.

Motion: To approve Ordinance 23-916 Article III Shoreline Stabilization and Article IV Marinas, Docks, etc. striking Section 110-67.

Action: Motion by Commissioner Crane, seconded by Commissioner Salem.

On roll call vote, the motion passed unanimously.

5. Water Taxi Agreement – Vose/Mayor

Mayor Murphy stated that this afternoon, he was out on the pier with Elliott Falcione with TDC and several others. He stated that they were doing a dry run docking at our City Pier. He stated that they may have to make some modifications for ADA Compliance by adding an 8-degree ramp and it would be on the boat. They also wanted to know if they could add two pylons to stabilize the boat or add an arm on our pier. He asked them to put together two proposals one with the arm and one with the pylons. He stated that we may have to put a sign that says the boat would need to be always occupied or put a fine or something on an unattended boat in that area so that there is a penalty, so people have to yield to the water taxi. He will update them as the information comes in. He does not want any wood pilings.

Joe Hendricks with AMI Sun, asked if they need to put in pylons, do they need a Army Corp. of Engineers permit.

Mayor Murphy stated that they would need to reach out to the Army Corp. of Engineers.

6. Commission Vacancy Filling Process – Vose

City Attorney Becky Vose stated that she provided to all of the Commissioners the Procedures for Choosing City Commissioner without and Election. The Commission discussed issues that may arise.

Commissioner Salem stated that we will hear from potential candidates three minutes but when he was on, there was a question and error done when he was on.

Mayor Murphy stated that the public had a lot of input on the questions that were asked to Commissioner Salem and he would repeat the same thing.

Chair Short stated that we will have two vacancies as Commissioner Robert Kingan's seat will be open as well as Commissioner Deanie Sebring's seat.

Commissioner Crane is concerned about getting candidates to come forth.

Chair Crane stated that we should be careful about possible candidates.

Barbar Murphy wanted to thank Commissioner Kingan and Commissioner Sebring for all that they have done.

7. Mayor’s Comments

Mayor Murphy stated that we have the Centennial Celebration ready to go for Sunday from 3:30 p.m. to 6:30 p.m. He stated that we will have beer and wine, music, non-profit booths, etc. He stated that we are putting up flags and preparing for the celebration. He hopes that we can get the locals to attend our event.

Mayor Murphy stated that he had a meeting with Senator Boyd today and he brought up Vacation Rentals. He asked him to grandfather our city as we have had an ordinance in place all these years and it works well for all stakeholders so, please do what he can do to assist us with the grandfather. He pledged his support. He stated that he will do his best to propose the verbiage as we need for our city. He stated that they discussed the appropriations multi-use path, public comfort stations, and our Lake LaVista project. He has not seen the paperwork yet as his office is not accepting the paperwork yet, but he will support and sponsor this for us. He stated that he carried a lot of weight in this, and he does trust him as he has served us well. The last thing they talked about was the consolidation study and he stated that we support any study to reduce taxes or anything that would increase the scope of services for our residents. He stated that once the study is done, he knows that the results will be public, and he doesn’t the study to result in micromanaging the cities.

Mayor Murphy stated that he also has had conversations with Representative Robinson along the same lines.

Mayor Murphy stated that our website “Homerulefl.com” is going through a whole new renovation and is in the hands of the developer at this time. He stated that LeAnne and he have worked hours on this and we should have a prototype back the beginning of October.

8. Commissioners’ Comments

Commissioner Crane thanked Commissioner Kingan and Commissioner Sebring for their service.

Chair Short asked to not call it consolidation and to call it synergy evaluation.

9. City Attorney’s Comments

None.

10. Staff Comments

None.

11. **CONSENT AGENDA: The following items are considered routine in nature and should be considered in a single motion. Items which warrant individual discussion should be removed from this list prior to the motion to adopt. Such items will be discussed separately.**

- a. Meeting Minute Approval: Regular Meeting: August 24, 2023, Budget Meeting: August 24, 2023, and Emergency Meeting: August 28, 2023.

Motion: To approve the consent agenda with the change to the minutes 11a2 for the Budget Minutes: August 24, 2023 to change Carolyn Orshak stating that she serves on the Historical Society and on the minutes 11a1, August 24, 2023 in item 5 paragraph 3 to state second sentence to read “traffic or vehicular site distances and/or triangle, shall no be allowed during non-business hours and/or during inclement weather.”

Action: Motion by Commissioner Kingan, seconded by Commissioner Crane.
On roll call vote, motion passed unanimously.

**Press Comment
Adjournment**

Chair Short adjourned the meeting at 6:21 p.m.

Minutes Approved: _____

LeAnne Addy, CMC
City Clerk/Treasurer



**MINUTES
CITY COMMISSION MEETING
TENTATIVE MILLAGE/TENTATIVE BUDGET 2023/2024
SEPTEMBER 7, 2023 AT 5:01 P.M.**

THIS COMMISSION MEETING IS BEING HELD USING OPTIONAL TELECOMMUNICATIONS MEDIA TECHNOLOGY.

Dial in using your phone.

United States: +1 (929) 205-6099

Meeting ID: 853-9200-0280

***OUT OF COURTESY TO OTHERS, PLEASE MUTE YOUR PHONE WHEN NOT SPEAKING*
IF YOU WISH TO MAKE A PUBLIC COMMENT, PRESS *9 ON YOUR PHONE**

Pledge of Conduct: We may disagree, but we will be respectful of one another. We will direct all comments to the issues. We will avoid personal attacks.

CALL TO ORDER

Chair Short called the meeting to order at 5:01 p.m.

PLEDGE TO THE FLAG

ROLL CALL

The City Clerk/Treasurer called the roll.

Present: Chair Mark Short, Commissioner Jonathan Crane, Commissioner Robert Kingan, Commissioner Deanie Sebring, Mayor Dan Murphy and Commissioner Charles Salem.

Others Present: City Clerk/Treasurer LeAnne Addy, Deputy City Clerk Fransheska Berrios, City Attorney Becky Vose via Zoom, , AMI Sun, and Islander newspaper.

1. Open 2023/2024 Budget Public Hearing

Chair Short opened the budget Public Hearing.

2. Discuss proposed tentative budget's percentage increase in millage over rolled-back rate to fund budget (if any), and specific purposes for which Ad Valorem taxes are being increased/decreased.

Chair Short stated that the rolled-back rate is 1.7574 mills. The proposed tentative millage rate is 2.0500 which is the same rate for 10 years and FY 2023-2024. The proposed tentative millage rate, as a percent of increase over the rolled-back rate, is 16.65%. The rolled-back rate is the tax rate that would bring in the same amount of dollars from the previous year. Ad-Valorem taxes are being increased to provide a variety service to meet the expenses of this proposed tentative budget, including drainage, Pine Avenue, and Paving.

3. Open Public Comment

Chair Short opened the public comment.

4. Close Public Comment

Chair Short closed the public comment.

5. Amend tentative budget, if necessary

6. Recompute tentative millage – announce percent millage exceeds (if any) the rolled-back rate. If millage exceeds the rolled back rate, this is characterized as the percentage increase in property taxes.

7. Adopting tentative millage

Chair Short stated that we need a motion to adopt the tentative millage of 2.0500 mills per thousand dollars of value as the proposed tentative millage Rate for the City of Anna Maria for the Tax Year 2023.

Motion: To adopt the tentative millage to 2.0500.

Action: Motion by Commissioner Kingan, seconded by Commissioner Crane.

On roll call vote, the motion passed unanimously.

8. ADOPTING TENTATIVE BUDGET

Chair Short asked for a motion to adopt the proposed Tentative Budget 2023-2024, and the Receipt and Collection of Ad Valorem Taxes, for Year 2023, as Presented by the Mayor and Clerk/Treasurer.

Motion: To adopt the tentative budget.

Action: Motion by Commissioner Salem, seconded by Commissioner Sebring.

On roll call vote, the motion passed unanimously.

9. Ordinance 23-917 Adopting the Budget for FY 2023/2024 and receipt and collection of Ad Valorem Taxes (First Reading)

City Attorney Becky Vose read the title to Ordinance 23-917 Adopting the Budget for FY 2023/2024 and receipt and collection of Ad Valorem Taxes.

10. Announcement of final millage and budget hearing date (September 21, 2023 at 5:01 p.m.)

11. ADJOURNMENT.

Chair Short adjourned the meeting at 5:08 p.m.

Minutes Approved: _____

LeAnne Addy, CMC
City Clerk/Treasurer