Welcome to the City of Treasure Island Commission Workshop. 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.

I. CITY MANAGER AND CITY ATTORNEY REPORT

II. DISCUSSION

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

2. 2019 City Commission Committee and Board Appointments

3. Appointment to Sustainability Committee

4. Appointment to Library Board

III. OLD BUSINESS

IV. CITY COMMISSION REPORTS

V. PUBLIC COMMENT

VI. ADJOURN

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.
DATE: March 25, 2019

TO: 

FROM: Michael Helfrich, Public Works Director

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

BACKGROUND

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

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

POLICY / PURPOSE

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

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

**ANALYSIS / DISCUSSION**

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

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

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

**FUNDING**

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

**RECOMMENDATIONS**

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

**ATTACHMENT**

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

**MOTION**

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

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

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

Dear Michael Helfrich:

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

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

Sincerely,

Georgette R. Brock
Senior Procurement Specialist
Procurement Section
Finance Bureau

Enclosures (2/2)
cc: Nicole Mytyk, (TMA-2-NSR)
S. Tarokh, PAB
Records (Contract File)
AGREEMENT NO. 19CF0001750

COOPERATIVE FUNDING AGREEMENT (Type 2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF TREASURE ISLAND
FOR
EAST TREASURE ISLAND CAUSEWAY BMPS (W296)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF TREASURE ISLAND, a municipal corporation of the State of Florida, whose address is 120 108th Avenue, Treasure Island, Florida 33706, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

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

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

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

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

1. PROJECT CONTACTS AND NOTICES.

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

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

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

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

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

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

2. SCOPE OF WORK.

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

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

3. FUNDING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. COMPLETION DATES.

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

5. REPAYMENT.

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

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

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

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

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

6. OPERATION AND MAINTENANCE.

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

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

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

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

7. CONTRACT PERIOD.

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

8. PROJECT RECORDS AND DOCUMENTS.

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

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

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

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

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

10. RISK, LIABILITY, AND INDEMNITY.

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

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

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

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

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

11. DEFAULT.

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

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

13. DISTRICT RECOGNITION.

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

14. PERMITS AND REAL PROPERTY RIGHTS.

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

15. LAW COMPLIANCE.

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

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

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

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

17. SCRUTINIZED COMPANIES.

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

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

18. ASSIGNMENT.

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

19. CONTRACTORS.

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

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

21. ** LOBBYING PROHIBITION.**

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

22. **PUBLIC ENTITY CRIMES.**

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this provision in all contracts issued as a result of this Agreement.

23. **COMPENSATORY TREATMENT AND MITIGATION.**

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

24. **GOVERNING LAW.**

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

25. **SEVERABILITY.**

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

26. COUNTERPARTS.

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

27. ENTIRE AGREEMENT.

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

28. DOCUMENTS.

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

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

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: Amanda Rice, P.E.  
   Assistant Executive Director  

Date

CITY OF TREASURE ISLAND

By:  

Date

Name:  

Title: Authorized Signatory

COOPERATIVE FUNDING AGREEMENT (TYPE 2)  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
CITY OF TREASURE ISLAND  
FOR  
EAST TREASURE ISLAND CAUSEWAY BMPS (W296)  

Page 14 of 14
PROJECT DESCRIPTION
The PROJECT is a cooperative funding project located within the City of Treasure Island owned right-of-way in Pinellas County. The PROJECT is consistent with the Surface Water Improvement and Management (SWIM) Plans for Tampa Bay, a SWIM priority water body, which outlines goals to restore habitat and reduce pollutant loads entering Tampa Bay.

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

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

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

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

PROJECT TASKS
Key tasks to be performed by the COOPERATOR

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

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

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

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

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

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

SPATIAL REFERENCE, CAD AND GIS DELIVERABLE REQUIREMENTS

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

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

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

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

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Spatial Metadata and current DISTRICT standards (Metadata Writing Guide for Contractors) which is located on the DISTRICT’S ftp website at: http://ftp.swfwmd.state.fl.us/pub/gisdata/metadata_stnds/, file name ContractorsXML.zip), incorporated herein by reference. All feature classes must be checked for geometrical, topological, and attribute errors and corrected accordingly. All metadata must pass through the USGS metadata parser at http://geo-nsdi.er.usgs.gov/validation/ with no errors.

PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COMMENCE</th>
<th>COMPLETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidding &amp; Contract Award</td>
<td>05/04/2019</td>
<td>11/04/2019</td>
</tr>
<tr>
<td>Construction and Construction Engineering &amp; Inspection (CEI)</td>
<td>11/04/2019</td>
<td>06/24/2021</td>
</tr>
<tr>
<td>As-Built Survey, Record Drawings &amp; Substantial Completion</td>
<td>06/28/2021</td>
<td>08/27/2021</td>
</tr>
</tbody>
</table>

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

The remainder of this page intentionally left blank.
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>DISTRICT</th>
<th>COOPERATOR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidding &amp; Contract Award</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Construction</td>
<td>$275,250</td>
<td>$275,250</td>
<td>$550,500</td>
</tr>
<tr>
<td>Construction Engineering &amp; Inspection (CEI)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>As-Built Survey, Record Drawings &amp; Substantial Completion</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$275,250</strong></td>
<td><strong>$275,250</strong></td>
<td><strong>$550,500</strong></td>
</tr>
</tbody>
</table>

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

The remainder of this page intentionally left blank.
EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

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

<table>
<thead>
<tr>
<th>COOPERATOR:</th>
<th>AGREEMENT NO.:</th>
<th>PROJECT NAME:</th>
<th>TOTAL PROJECT COST:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BUSINESS CLASSIFICATION</th>
<th>CERTIFIED MBE</th>
<th>NON-CERTIFIED MBE</th>
<th>UNKNOWN</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON-MINORITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SMALL BUSINESS Section 286.703(1) F.S.</td>
<td>AFRICAN AMERICAN</td>
<td>HISPANIC AMERICAN</td>
<td>NATIVE HAWAIIAN AMERICAN</td>
</tr>
<tr>
<td></td>
<td>AMERICAN WOMAN</td>
<td>AMERICAN</td>
<td>NATIVE AMERICAN</td>
</tr>
<tr>
<td></td>
<td>AFRICAN AMERICAN</td>
<td>HISPANIC AMERICAN</td>
<td>NATIVE AMERICAN</td>
</tr>
<tr>
<td></td>
<td>NATIVE AMERICAN</td>
<td>AMERICAN</td>
<td>NATIVE AMERICAN</td>
</tr>
<tr>
<td></td>
<td>NATIVE AMERICAN</td>
<td>NATIVE</td>
<td>AMERICAN</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED</th>
<th>TOTAL AMOUNT PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* □ Our organization does not collect minority status data.

Signature ___________________________ Date ____________
Print Name and Title ____________________________

Page 1 of 1
DATE: March 11, 2019  
TO: Garry Brumback, City Manager  
FROM: Ruth A. Nickerson, City Clerk  
SUBJECT: Committee/Board Appointments

BACKGROUND

The City of Treasure Island maintains representation on four local boards. Appointments to these boards are made annually.

Appointees in 2018 were:

- **Suncoast League of Cities**
  - Commissioner Payne - Voting Delegate
  - Commissioner Toth - Alternate

- **Gulf Beaches Public Library**
  - Commissioner Toth

- **Tampa Bay Regional Planning Council**
  - Commissioner Horak - Voting Delegate
  - Mayor Lunn - Alternate

- **Barrier Island Government Council**
  - Mayor Lunn - Voting Delegate
  - Commissioner Partridge Alternate #1
  - Commissioner Payne Alternate #2

ANALYSIS / DISCUSSION

Please consider appointing a Commission representative to the Suncoast League of Cities, the Gulf Beaches Library Board, the Tampa Bay Regional Planning Council and the Barrier Island Government Council for 2019.
CITY OF TREASURE ISLAND, FLORIDA

2019 Commission – Boards and Committees

Suncoast League of Cities
Voting Delegate: _____________________________
Alternate: _________________________________

Gulf Beaches Public Library
Elected Official Representative: __________________

TBRPC
Voting Delegate: _____________________________
Alternate: _________________________________

BIG-C
Voting Delegate: _____________________________
Alternate #1: _______________________________
Alternate #2_______________________________
DATE:  March 26, 2019
TO:    Garry Brumback, City Manager
FROM:  Ruth A. Nickerson, City Clerk
SUBJECT: Appointment to Sustainability Committee

BACKGROUND

Alicia Atik recently resigned from the Sustainability Committee. Ms. Atik was the District #2 representative.

When the Sustainability Committee was first formed, Mr. Edward Gutauskas had applied to serve on the Committee. I recently spoke with Mr. Gutauskas and he is still willing to participate and serve our community by representing District #2 on the Sustainability Committee.

ANALYSIS/DISCUSSION

Please review and consider the application for appointment.
APPLICATION FOR APPOINTMENT TO BOARD OR COMMITTEE

Please indicate your preference of board or committee:

☑ Sustainability Committee
☑ Planning & Zoning Board/Local Planning Agency
☑ Code Enforcement Board
☑ Other - Please Specify _______________________

Are you a Treasure Island Resident? ☑ Yes ☐ No

Are you available for: Daytime meetings ☑ Yes ☐ No
Evening meetings ☑ Yes ☐ No

Name Edward Gutauskas Phone 727 350 5534
Address 12274 1st. St. W. #6
Email edward.gutauskas@gmail.com

Present Occupation Retired

If retired, what was your last occupation? Food Service Management

Please list any special education, skills, or talents that would be beneficial to the appointment you are seeking, or feel free to attach additional information (resume, cover letter, etc.):

As Director of Dining Services at The Catholic University of America in Washington, DC, I was responsible for the departments implementation of the DC Zero waste ordinance. We eliminated styrofoam from all dining facilities, recycled all applicable kitchen products, established a kitchen waste composting program and worked with students and staff on zero waste education.

In compliance with Section 760.80, Florida Statutes, the City of Treasure Island is required to report annually to the Secretary of State the number of minority and non-minority, and the number of physically disabled appointments to a board, committee, or commission.

GENDER ☑ Male ☐ Female

RACE ☐ African-American ☐ Native-American
☐ Asian-American ☑ Caucasian
☐ Hispanic-American

PHYSICALLY DISABLED ☐ Yes ☑ No

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, the Code of Ethics for Public Officers per the Florida Commission on Ethics, and uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning & Zoning Board or Code Enforcement Board I will be required to comply with financial reporting regulations.

Signature __________________________ Date 3/6/18

For Office Use Only - District 2
DATE: March 26, 2019

TO: Garry Brumback, City Manager

FROM: Ruth A. Nickerson, City Clerk

SUBJECT: Appointment to Library Board

BACKGROUND

The City of Treasure Island entered into an Interlocal Agreement for services with the Gulf Beaches Public Library on July 17, 2007. Pursuant to Resolution 08-111, one of the two GBPL Board members shall be an elected official, the other a resident of the City.

The resident member seat is currently vacant.

We have received applications from two residents who are willing to serve on this board.

ANALYSIS/DISCUSSION

Please review and consider the applications for appointment.
APPLICATION FOR APPOINTMENT TO BOARD OR COMMITTEE

Please indicate your preference of board or committee:

☐ Sustainability Committee  ☐ Planning & Zoning Board/Local Planning Agency
☐ Code Enforcement Board
☐ Other - Please Specify  Library Board

Are you a Treasure Island Resident?  ☑ Yes  ☐ No

Are you available for:  Daytime meetings  ☑ Yes  ☐ No
                     Evening meetings  ☑ Yes  ☐ No

Name  Jim Tizzano  Phone  727-735-7979
Address  11975 3rd St. E Apt 6
Email  JETIIZZ @ GMAIL.COM
Present Occupation  BRIDGE TENDER
If retired, what was your last occupation?  FIRE FIGHTER

Please list any special education, skills, or talents that would be beneficial to the appointment you are seeking, or feel free to attach additional information (resume, cover letter, etc.):

In compliance with Section 760.80, Florida Statutes, the City of Treasure Island is required to report annually to the Secretary of State the number of minority and non-minority, and the number of physically disabled appointments to a board, committee, or commission.

GENDER  ☑ Male  ☐ Female

PHYSICALLY DISABLED  ☑ Yes  ☐ No

RACE  ☐ African-American  ☐ Native-American
☐ Asian-American  ☑ Caucasian
☐ Hispanic-American

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, the Code of Ethics for Public Officers per the Florida Commission on Ethics, and uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning & Zoning Board or Code Enforcement Board I will be required to comply with financial reporting regulations.

Signature  ____________________________  Date  1/28/19

For Office Use Only - District ______
APPLICATION FOR APPOINTMENT TO BOARD OR COMMITTEE

Please indicate your preference of board or committee:

- Beach Stewardship Committee
- Code Enforcement Board
- Planning & Zoning Board
- Other - Please Specify Library Board

Are you a Treasure Island Resident?  Yes  No

Are you available for:
- Daytime meetings  Yes  No
- Evening meetings  Yes  No

Name  Carol SUSAN Keller
Address  12609 sunshine lane Treasure Island 33706
Email  Godess7susan@tampabay.rr.com
Present Occupation  retired

If retired, what was your last occupation? public school counselor

Please list any special education, skills, or talents that would be beneficial to the appointment you are seeking:

already served for 7 years on board  Love to read & donated many books
worked with committee on expansion plans  Know how to be a team player  served on the planning & zoning for years
served as vice president  eager to serve the community through the board

In compliance with Section 760.80, Florida Statutes, the City of Treasure Island is required to report annually to the Secretary of State the number of minority and non-minority, and the number of physically disabled appointments to a board, committee, or commission.

GENDER  ☑ Male  ☐ Female  PHYSICALLY DISABLED  ☐ Yes  ☑ No
RACE  ☐ African-American  ☐ Native-American  ☑ Caucasian
☐ Asian-American  ☐ Native-American  ☐ Hispanic-American

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida’s Sunshine Laws, the Code of Ethics for Public Officers per the Florida Commission on Ethics, and uphold the City’s Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning & Zoning Board or Code Enforcement Board I will be required to comply with financial reporting regulations.

Signature  Date  1/30/2019

Submit your completed application to the Office of the City Clerk by:
Email - cityclerk@mytreasureisland.org; Fax (727) 547-4582; or Mail - City Hall, 120 108th Street, Treasure Island, FL 33706

For Office Use Only - District__________