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

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

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

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

1. Wren Krahl - Tampa Bay Regional Planning Council
2. Representative Jennifer Webb - Legislative Update

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

G. CONSENT AGENDA

1. Authorize the City Manager for the Execution of Purchase Authority up to $20,985.95 from Central Florida Yamaha, Inc.
2. Authorize an increase to the City Manager’s Purchase Authority for Iron Container, LLC for Replacement Dumpsters from $25,000 to $50,000
3. Authorize the City Manager for the Execution of Purchase Authority up to $16,419 to CUES, Inc to replace the Existing CUES Push Camera.
4. Authorize Agreement to Request Surplus Wildland Firefighting/High Water Vehicle
5. Approve Updates to Travel Policy

H. ITEMS OF BUSINESS

1. Bond Ordinance - 2nd Reading & Public Hearing
I. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 120 108th Avenue, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.
DATE: May 10, 2019
TO: Garry Brumback, City Manager
FROM: Michael Helfrich, Public Works Director
SUBJECT: Authorize the City Manager for the Execution of Purchase Authority up to $20,985.95 from Central Florida Yamaha, Inc.

BACKGROUND
In March 1999, the City of Treasure Island purchased a Canal Barge to perform the following duties:

- Removal and Installation of pilings
- Removal of dead fish in Boca Ciega during red tide
- Removal of debris from waterways
- Inspection of waterway signs
- Removal and replacement of swim buoys
- Inspection and cleaning of stormwater out falls

On May 7, 2019, this Commission approved the purchase of an Aluminum Canal Barge to replace the existing Steel Barge. The existing motor is a Johnson 140 horsepower outboard motor was purchased in November 2003 and has approximately 3,840 hours of run time over 16 years of service. In addition, due to the age of this motor, locating parts and a repair shop to work on it is a challenge.

POLICY / PURPOSE
To approve the replacement of the Canal Barge outboard motor.

STRATEGIC PLAN RELEVANCE
Goal 4: Preserve, protect and promote the City's Beach and environment.

ANALYSIS / DISCUSSION
In the Fiscal Year 2019 Capital Improvement Plan, the City Commission approved the purchase of a replacement canal barge in the amount of $40,000. On May 7, 2019, the City Commission
approved the purchase of the replacement canal barge.

At the workshop on April 23, 2019, the necessity of purchasing a new outboard motor to replace the existing motor was discussed.

The City obtained a quote from the Florida State Contract, Boat Motors and Related Components 26101502-18-ACS for a Yamaha 200hp F200XCA outboard motor and the requisite supplies and services to have it installed in the amount of $20,985.95. Management Analyst Mike Munger reviewed the State Contract and after discussions with Central Florida Yamaha, Inc. received confirmation that the company would honor the state pricing.

**FUNDING**

The replacement Canal Barge motor will be funded from remaining monies in the vehicle replacements account in the Municipal Services Division in account 001-5410-64200 and the Stormwater account 450-5380-64200. The $20,985.95 purchase will be funded 50% by each account.

**RECOMMENDATIONS**

Staff recommends the Commission authorize the purchase the Canal Barge replacement outboard motor for a total cost of $20,985.95.

**ATTACHMENTS**

Exhibit A - Price quote

**MOTION**

I move to approve and authorize the City Manager Purchase Authority for the Canal Barge outboard motor for a total cost of $20,985.95 from Central Florida Yamaha, Inc.
Listed below is your quote. Let me know if there is anything else that I can do to help.

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>MSRP:</th>
<th>Discount:</th>
<th>Unit Price:</th>
<th>Qty:</th>
<th>Ext. Price:</th>
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<tbody>
<tr>
<td>F200XCA</td>
<td>Yamaha 200hp, 4S, 25”, RH, DEC</td>
<td>$20,200</td>
<td>37.51%</td>
<td>$12,622.98</td>
<td>1</td>
<td>$12,622.98</td>
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<td>CL-1MC</td>
<td>Single DEC Control Box</td>
<td>$1,070</td>
<td>20%</td>
<td>$856.00</td>
<td>1</td>
<td>$856.00</td>
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<tr>
<td>6X6-82570-33-00</td>
<td>Single DEC Key Switch Panel</td>
<td>$239.10</td>
<td>20%</td>
<td>$191.28</td>
<td>1</td>
<td>$191.28</td>
</tr>
<tr>
<td>MAR-CLPDU-KT-40</td>
<td>CLP Display Kit</td>
<td>$1,588.65</td>
<td>12%</td>
<td>$1,398.01</td>
<td>1</td>
<td>$1,398.01</td>
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<td>MAR-CLPDI-KT-10</td>
<td>CLP Installation Kit</td>
<td>$203.20</td>
<td>20%</td>
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<tr>
<td>6X6-8258A-00-00</td>
<td>20’ DEC Main Engine Harness</td>
<td>$239.10</td>
<td>20%</td>
<td>$191.28</td>
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<td>$191.28</td>
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<tr>
<td>6Y8-82553-50-00</td>
<td>10’ Main Bus Harness</td>
<td>$102.00</td>
<td>20%</td>
<td>$81.60</td>
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<td>6Y8-82521-21-00</td>
<td>3’ Pigtail Harness</td>
<td>$53.55</td>
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<tr>
<td>MAR-SPRTR-HD-SS</td>
<td>Stainless Fuel/Water Separator</td>
<td>$102.45</td>
<td>20%</td>
<td>$81.96</td>
<td>1</td>
<td>$81.96</td>
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<tr>
<td>MISC-S</td>
<td>SS 3 Blade Prop (you choose pitch)</td>
<td>$739.80</td>
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<td>799142</td>
<td>HK6500Y-3 SeaStar Hyd. Steering Kit</td>
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<td>799760</td>
<td>Hydraulic Fluid – Gallon</td>
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<td>15%</td>
<td>$66.80</td>
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<td>7-0250</td>
<td>15” Destroyer Type Steering Wheel</td>
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<td>1</td>
<td>$50.99</td>
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<td>800477</td>
<td>HO-5114 14’ Hose Kit</td>
<td>$124.09</td>
<td>15%</td>
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<td>640817</td>
<td>8” T-H Marine Atlas Hyd. Jack Plate</td>
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<td>15%</td>
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<td>$1,447.20</td>
</tr>
<tr>
<td>LUB-10W30-FC-04</td>
<td>10W30 Oil – Gallon</td>
<td>$31.45</td>
<td>20%</td>
<td>$25.16</td>
<td>1</td>
<td>$25.16</td>
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<tr>
<td>LUB-10W30-FC-12</td>
<td>10W30 Oil- Quart</td>
<td>$9.10</td>
<td>20%</td>
<td>$7.28</td>
<td>2</td>
<td>$14.56</td>
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<tr>
<td>SHOP</td>
<td>Shop Supplies</td>
<td>$200.00</td>
<td>20%</td>
<td>$160.00</td>
<td>1</td>
<td>$160.00</td>
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<tr>
<td>LABOR</td>
<td>Labor to install in Treasure Island</td>
<td>$90.00</td>
<td>15%</td>
<td>$76.50</td>
<td>20</td>
<td>$1,530.00</td>
</tr>
</tbody>
</table>

Total: $20,985.95

Price includes shipping to the lower 48 states.

Have a great day!
CITY OF TREASURE ISLAND
AGENDA COVER MEMORANDUM

June 4, 2019 Item No. G.2

DATE: May 13, 2019
TO: Garry Brumback, City Manager
FROM: Michael Helfrich, Public Works Director
SUBJECT: Increase Purchase Authority for Iron Container, LLC for Replacement Dumpsters from $25,000 to $50,000

BACKGROUND
The City of Treasure Island owns and maintains waste dumpsters for commercial businesses and for apartments/condominiums. The Sanitation Division utilizes rear loader trucks to empty dumpsters with capacities of 1, 2 and 3 cubic yards. The City currently has approximately 400 dumpsters in use and repairs them when possible; however, approximately 50 need to be replaced annually. Dumpsters are ordered in three or four shipments throughout the year, as needed.

Due to the most recent increase in steel prices, the City went out to bid in October 2018. The prices for the dumpsters were increased by over 25% and we have ordered up to the $25,000 and do not sufficient funds to order the next shipment.

The following are the orders from this Fiscal Year 2018/2019:

PO date 2/18/19: Delivery March 28, 2019
$6,940.00
Four (4) 1-YARDS
Six (6) 2-YARDS
Two (2) 2-YARDS

PO date 3/25/19: Delivery May 3, 2019
$15,540.00
Twelve (12) - 1-YARDS
Thirteen (13) -2-YARDS
Three (3) - 3 YARDS

POLICY / PURPOSE
To approve the increase in purchasing authority from $25,000 to $50,000 for replacement throughout FY 2019.

STRATEGIC PLAN RELEVANCE

NA

ANALYSIS / DISCUSSION

Due to the cancellation of the Dumpster Contract late last fiscal year (June 2018), Sanitation Department is in need of another 2 or 3 dumpster orders before the end of this fiscal year on September 30, 2019.

An additional $25,000 should be sufficient to have adequate dumpsters available for our commercial and multi-family customers.

FUNDING

In FY 2019, funds in the amount of $25,000 were budgeted in the Solid Waste Account No. 430-5340-52900 for dumpsters. An additional $25,000 will be needed from contingencies.

RECOMMENDATIONS

Staff recommends Commission approval the increase in purchasing authority to purchase dumpsters from Iron Container, LLC up to a total budgeted amount of $50,000 in Fiscal Year 2019.

ATTACHMENTS

N/A

MOTION

I move to approve and authorize an increase in the City Manager’s Purchase Authority from $25,000 to $50,000 for the purchase of dumpsters from Iron Container, LLC.
DATE: May 10, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Motion to Purchase Push Camera from CUES, Inc. to replace the Existing CUES Push Camera for $16,419.00.

BACKGROUND

The City owns and operates its own wastewater collection system. The system services commercial, multi-family units and single-family homes within the City. The City's underground collection system is aging and is comprised mostly of Vitrified Clay and some Orangeburg Pipes. Staff uses the City's Video Van (TV Inspection Vehicle) to inspect the condition of the various wastewater collection system mains and service laterals within the city. The camera truck is also used to evaluate and inspect the condition of the City's stormwater system.

The City’s Video Van and video equipment was purchased in 2010 and retro fitted in August 2018. The existing Push Camera was not replaced, however, due to the extremely corrosive and toxic environment is in dire need to be replaced. The push camera is nonfunctional and is not cost effective to replace each individual non functioning component.

POLICY / PURPOSE

The purpose of this item is to purchase a new Push Camera from CUES, Inc. for the City’s stormwater and wastewater video inspection vehicle.

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. Objective 2 under this goal is “to update and implement 5-year maintenance plans for City infrastructure such as sewer, storm water, roads, parks, and miscellaneous facilities.”

ANALYSIS / DISCUSSION
The Push Camera is an important tool that is utilized on a regular basis in the Sewer Department. The Push Camera is used for observation of the inside lateral line condition from the customer cleanout to the main sewer line. A sewer lateral is the underground pipe that connects a residence or business to a main sewer line. The Push Camera is used during tap inspections to determine if the contractor has installed in accordance with standard specifications. In addition, the Push Camera is used during main line inspections in areas where the remote camera is not able to be used due to confined space.

The Department of Public Works (DPW) requests authorization to replace the existing, non functioning, Push Camera. The Push Camera works with the new retro fitted Video Camera hardware and software retro fitted in August 2018. At the time of the retro fit of the video camera, the existing Push Camera was functional and we anticipated it to be able to operate correctly for an additional year. However, due to the extensive amount of usage that the Push Camera is used, the individual components have malfunction.

**FUNDING**

Funding for this purchase is in the Fiscal Year 2019 and Wastewater Fund (420-5350-64200) for a total of $16,419.00.

**RECOMMENDATIONS**

Staff recommends the Commission authorize the purchase of the Push Camera for a total price of $16,419.00.

**ATTACHMENTS**

*Exhibit 1 - Quote from CUES, Inc.*

**MOTION**

I move to approve and authorize the City Manager Purchase Authority up to $16,419 to CUES, Inc for the purchase of a Push Camera.
MPlus+ & MPlus+ XL
Portable Lateral & Mini-Mainline Push System

The CUES MPlus+ offers the most flexible and feature packed lateral and mini-mainline push system on the market. The MPlus+ modular design combines easy operation with its refined all-in-one set up with the flexibility of facilitating quick removal of the control unit to be used separately for off road or remote jobsites or to accommodate compact storage. The MPlus+ is the most versatile push system available in the market today.

The advanced MPlus+ system stands out by integrating all of the most sought after features into an easy to use and intuitive package.

This lightweight system is manufactured for rugged reliability and designed to handle rigorous field use.

Push cables incorporate exclusive HDPE jackets and advanced fiberglass rods designed for longer pushes and extended life.

Contact your CUES Regional Sales Representative for a complete list of optional equipment!

MPLUS+ COILER & CAMERA

Two coiler configurations for lateral & mini-mainline push applications:
- Industry leading push cables with exclusive HDPE jackets
- Configurable for any installed push rod length
- On-screen customizable distance counter

Standard configuration lateral coiler – 100, 200, 300 and 350ft push cable lengths available:
  .444” optimized push cable (.197” fiberglass rod) for longer pushes

XL coiler configuration for mini-mainline applications – 300, 350, 400 and 500ft push cable lengths available:
  .517” rigid push cable (.236” fiberglass rod) for larger pipeline applications.
  Configurations include standard SR3 self-leveling camera for 2” - 12” pipelines and an optional advanced pan & tilt camera head for 4” - 12” pipelines.
MPlus+ & MPlus+ XL

Features & Benefits

Full featured control unit offers advanced text writing, observation coding, digital recording and more in a weather/water resistant enclosure.

- The large 8.4" industrial grade optically bonded monitor offers the clearest picture in adverse conditions.
- Extensive video titling includes multiple predefined and customizable screens for job documentation. Customized screens and operator data are retained in memory for efficient operation.
- The advanced digital recorder features USB mpg. recording and playback of video and screenshot picture images. The operation is fully integrated with easy to understand intuitive controls. 16GB external and 128GB internal memory is included.
- Operate the MPlus+ anywhere with either 110 AC mains power, 12VDC power or the advanced internal Li-Ion battery delivering 4+ hours of use on a single charge.
- The standard and XL coilers will deliver years of service with their heavy gauge and corrosion resistant stainless steel construction.

Optional Equipment

- Optional adapters for the MPlus+ to work with truck-mounted/portable mainline systems and asset management software.
- Wireless digital video for operation with a mainline truck or any other remote location with receiver.
- Mainline interface cable for operation with a CUES multi-conductor TV truck.
- Optional pan & tilt camera for mainline or large pipe applications features continuous 360 deg rotation and pan:
  - All pan & tilt functionality is fully integrated into the systems’ controller; built-in multi-frequency 512 Hz and 8kHz sonde transmitter.
- Locator/receiver for accurate camera location in metallic and non-metallic pipelines.
- A large array of optional skids and skates.
- Quadrature footage interface for external asset management software.
- Optional line trace post for 128Hz, 1kHz, 8Hz and 33kHz locating.

MPLUS+ CONTROLLER

- 8.4" display mounted in a weather resistant control unit that features a quick connect mount for attaching to the coiler.
- Digital recorder with integrated controls featuring intuitive buttons for all recording and playback functions. Features dual drive recording for redundancy and file safety.
- System Interface connection offers flexibility for unique applications and includes video, audio, and 12VDC outputs and a video input. Quadrature footage output for optional asset management software.
- Internal Li-Ion Battery with Intellicharge technology offers 4+ hours of continuous use on a single charge. Also accepts AC and 12 VDC power input.
TREASURE ISLAND, CITY OF (FL)

Thank you for your interest in the CUES MP+ Portable Push System.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>QTY</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUES MP+ BASE PUSH SYSTEM PACKAGE</td>
<td>$14,025.00</td>
<td>1</td>
<td>$14,025.00</td>
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<tr>
<td>• CONTROL UNIT FOR OBSERVATION ENTRY &amp; RECORDING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 8.4&quot; INDUSTRIAL GRADE, SUNLIGHT VIEWABLE, ANTI-REFLECTIVE MONITOR</td>
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<td></td>
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<tr>
<td>• STAINLESS STEEL 18 GAUGE COILER ASSEMBLY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• LARGE 10&quot; WHEELS FOR PORTABILITY AND BALANCED FOOTPRINT</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>• ACCESSORY KIT WITH CONNECT CABLE, POWER CORD, AND STORAGE BAG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 200 FT PUSH CABLE</td>
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<td></td>
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<tr>
<td>• SELF-LEVELING CAMERA WITH BUILT-IN 512 HZ SONDE FOR 2&quot; - 12&quot; PIPE SIZES</td>
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<tr>
<td>• HIGH INTENSITY LED LIGHTING FOR CAMERA</td>
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<td></td>
</tr>
<tr>
<td>• WIRELESS VIDEO TRANSMISSION KIT FOR MP+ TO CAMERA TRUCK</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• SHIPPING &amp; HANDLING</td>
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</table>

| SUB-TOTAL                                                                 | $14,025.00 |
| SOLE SOURCE DISCOUNT                                                      | $2,460.00  |
| TOTAL FOR BASE PACKAGE                                                    | $11,565.00 |

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<th>AVAILABLE OPTIONS – DESCRIPTION</th>
<th>UNIT PRICE</th>
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<td>WIRELESS VIDEO TRANSMISSION KIT – VIDEO TO TV TRUCK</td>
<td>$1,575.00</td>
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<td>$1,575.00</td>
</tr>
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</table>

Sincerely,

Chris Parker
Regional Sales Manager - Florida
Cell: 407.446.7445  |  Office: 800.327.7791 x330
cparker@cuesinc.com

PRICING TERMS & CONDITIONS
DELIVERY: 4 – 6 Weeks After Receipt of Order. Delivery time is an ESTIMATE ONLY based on the current production schedule on the date of quotation and is subject to change. For accurate delivery, please contact your CUES Representative at the time of order.
PAYMENT: NET 30 W.A.C. NET 30 is based on an active and current CUES, Inc. account with an approved credit application on file with CUES, Inc. If you are a new customer and do not have an established CUES, Inc. account or your account has been inactive for more than 12 months, full payment will be due prior to delivery with a deposit requirement at a minimum of 10% based on your payment history.
QUOTE EXPIRATION: Unless otherwise noted, quote is valid for 45 Days from date of quotation.
TAXES & PRICING: Unless otherwise noted, pricing does not include or reflect any applicable sales tax. The final invoiced amount will include all applicable sales tax unless you there is a tax-exempt certificate on file with the CUES, Inc. Accounting Department.
DATE: May 3, 2019

TO: Garry Brumback, City Manager

FROM: William Barrs, Fire Chief

SUBJECT: Authorize Agreement to request surplus wildland firefighting/high water vehicle

BACKGROUND
We have been offered the opportunity to receive a surplus military vehicle that could be equipped for high water rescue and brush firefighting.

POLICY / PURPOSE
To better provide for the safety of our citizens and visitors by providing a high water capable vehicle with light firefighting capabilities.

STRATEGIC PLAN RELEVANCE
GOAL 3: Proactively maintain and improve infrastructure that meets the future needs of the City.

ANALYSIS / DISCUSSION
The State of Florida Department of Agriculture and Consumer Services, Florida Forest Service is willing to enter into a cooperative equipment loan agreement that would allow the City of Treasure Island to use one of their surplus vehicles. This vehicle is a Light Medium Tactical Vehicle (LMTV) and would be outfitted with a small water tank and fire pump for off-road firefighting in areas that are inaccessible by our large fire apparatus (beach). This vehicle would also be utilized for rescue of persons trapped by flooding conditions. The vehicle would be housed in our fire station and be maintained by our city mechanics.

FUNDING
The fire department has requested $1800.00 in additional funding in it's FY2020 budget to equip this vehicle to meet our needs. Maintenance costs in future years are estimated to be around $1000.00 per year.

RECOMMENDATIONS
Staff recommends the Commission approve the following motion to acknowledge the above referenced practices.

Recommended Motion
I move to accept the Florida Department of Agriculture and Consumer Services COOPERATIVE EQUIPMENT LOAN AGREEMENT and authorize the Fire Chief to proceed with the request to obtain one LMTV for use by the fire department.

ATTACHMENTS

COOPERATIVE EQUIPMENT LOAN AGREEMENT
This Cooperative Equipment Loan Agreement (the “Agreement”) by and between

TREASURE ISLAND FIRE RESCUE

Cooperator

180 108TH AVENUE, TREASURE ISLAND, FL 33706  (727) 547-4590

Cooperator's Address

hereinafter referred to as the COOPERATOR, and the State of Florida, Department of Agriculture and Consumer Services, Florida Forest Service, hereinafter referred to as the SERVICE,

WITNESSETH:

WHEREAS, The control of timber, grass, wildland fires in, and adjacent to, suburban areas is essential to an effective forest fire control program; and

WHEREAS, The COOPERATOR is actively engaged in the prevention and suppression of all fires in, and adjacent to, suburban areas; and

WHEREAS, The COOPERATOR can more adequately carry out this function if additional equipment is available; and

WHEREAS, The SERVICE, from time to time, has a limited number of units of fire fighting equipment that can be made available to other agencies involved in fire control work as authorized by Florida Statutes, the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 483), and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2101); and

WHEREAS, it has been determined to be advantageous to the SERVICE in the proper discharge of its responsibilities as described and set forth in Chapter 590, Florida Statutes, to make certain equipment available to the COOPERATOR:

NOW, THEREFORE, The parties to this Agreement do hereby agree as follows:

A. The SERVICE Agrees:

(1) To make available the equipment described on the attached equipment schedule (the “Equipment”) while retaining title and/or accountability, according to the terms set forth in this Agreement.
(2) That the title to all accessories, tools, equipment, sirens, etc., which are added to the Equipment by the COOPERATOR will remain with the COOPERATOR and the COOPERATOR may remove same, prior to returning the Equipment to the SERVICE, provided that COOPERATOR shall repair any damage caused by such removal.

B. The COOPERATOR Shall:

(1) Maintain insurance of the types and in the amounts required by the SERVICE for the Equipment and shall provide proof of such insurance upon request of a representative of the SERVICE.

(2) Make the Equipment available for inspection upon request of a representative of the SERVICE.

(3) Return the Equipment to the SERVICE upon termination of this Agreement.

(4) Be responsible for State or local vehicle safety inspection requirements.

(5) Maintain the Equipment to reasonable standards of mechanical condition and appearance acceptable to the service.

(6) Return the Equipment to a mutually agreeable location when COOPERATOR is no longer in need of the Equipment.

(7) Furnish any additional items needed to prepare the Equipment for structural fire service, such as hose, nozzles, pike poles, etc.

(8) Answer calls utilizing the Equipment anywhere in the home county upon request of the SERVICE, local conditions permitting.

(9) To the extent permitted by Florida law, indemnify and hold the Department of Agriculture and Consumer Services and the SERVICE harmless from any and all claims, causes of action or damages whatsoever arising from or in connection with this Agreement or COOPERATOR’S use of the Equipment.

C. It is MUTUALLY Agreed:

(1) The SERVICE license plates will continue to be used on the Equipment.

(2) The Equipment will be marked in a manner that will indicate the cooperation between the COOPERATOR and the SERVICE.

(3) The Equipment will be stored at the fire department and will be used only for fire related activities.

(4) The Equipment will be modified only as approved by a representative of the SERVICE.

(5) Personal use of the Equipment is prohibited, violates the law and this Agreement, and subjects violators to penalties and to immediate Equipment recall.
(6) Both parties will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and, in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this Agreement.

D. This Agreement will be effective from the date of execution by the Director, Florida Forest Service, Department of Agriculture and Consumer Services, and will continue in force from year to year unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all of the provisions herein are complied with.

IN WITNESS WHEREOF, The parties by and through their duly qualified and acting officials have hereunto set their hands.

__________________________________________
COOPERATOR

__________________________________________
BY:

__________________________________________
WITNESS

__________________________________________
WITNESS

______________________________  ______________________________________
OFFICIAL TITLE  DIRECTOR  DATE

______________________________
WITNESS
EXHIBIT A

EQUIPMENT SCHEDULE

Cooperative Equipment Loan Agreement Between

The Florida Department of Agriculture and Consumer Services,

Florida Forest Service

AND

---

Cooperator

<table>
<thead>
<tr>
<th>Date Leased</th>
<th>S or F</th>
<th>ID Number</th>
<th>Property Description</th>
<th>Serial Number</th>
<th>Location</th>
<th>Date Deleted</th>
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SPECIAL REMARKS OR SPECIFICATIONS: This Equipment Schedule is considered to be a part of the loan agreement dated and referred to in the heading. Any changes to this Equipment Schedule must be by written request from the Cooperator, with a copy attached to this document, and the approval of the Director indicated below.

Approved: __________________________________________

Director, Florida Forest Service          Date
DATE:      May 7, 2019

TO:        Garry Brumback, City Manager

FROM:      Amy Davis, Finance Director / Assistant City Manager

SUBJECT:   Travel Policy

BACKGROUND
The City of Treasure Island revised its Travel Policy (Administrative Policy #27) effective May 3, 2019. In the past, the Commission from time to time has adopted a resolution to reflect the current Administrative Travel Policy. To avoid requiring a new resolution to point to the Administrative Travel Policy #27 when changes are made from time to time, this resolution will always point to the current Travel Policy that is in effect.

POLICY / PURPOSE
To approve Resolution No. 19-02 that states the Commission Travel Policy will refer to the current City Administrative Travel Policy #27 that is in effect.

STRATEGIC PLAN RELEVANCE
Goal 1: Strengthen the financial stability of the City in an ever-changing economic environment.

RECOMMENDATIONS
The City Commission approves Resolution No. 19-02 to change the Commission Travel Policy to defer to the current Administrative Travel Policy #27, which may be updated from time to time.

ATTACHMENT(S)
Exhibit 1: Resolution No. 19-02 (with previous resolution and current Travel Policy)
RESOLUTION NO. 19-02

A RESOLUTION REPEALING RESOLUTION 11-14, THE TRAVEL AND EXPENSE POLICY FOR EMPLOYEES

WHEREAS, the City of Treasure Island previously adopted Resolution 11-14 which provided an administrative policy implementing Article IV of Chapter 2 of the City’s Code of Ordinances related to employee travel expenses; and

WHEREAS, the City Commission recognizes that in accordance with section 4.01 and 4.04 of the City’s Charter, the City Manager is responsible for the administration of City affairs including keeping current an administrative code for the purposes of implementing ordinances passed by the City Commission; and

WHEREAS, the City Commission desires to repeal its prior resolution and direct the City Manager to adopt any administrative policies and procedures necessary to implement the City’s Code of Ordinances.

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

Section 1. The Treasure Island City Commission repeals Resolution No. 11-14 attached as Exhibit 1 and directs the City Manager to adopt any administrative policies and procedures necessary to implement the City’s Code of Ordinance, including but not limited to employee travel, in accordance with the City’s Charter, City’s Code of Ordinances; and state law.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on June 4, 2019 by Commissioner ______ who moved its adoption; was seconded by Commissioner ______ and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

__________________________ Lawrence Lunn, Mayor

ATTEST:

__________________________
Ruth Nickerson, City Clerk
RESOLUTION NO. 11-14

A RESOLUTION REPEALING RESOLUTION 99-56, AND ADOPTING AN UPDATED TRAVEL AND EXPENSE POLICY FOR MEMBERS OF THE CITY COMMISSION AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The City of Treasure Island desires to update its travel and expense policy for the Commission, updating the reimbursement amounts to match the GSA Policy guidelines; and

WHEREAS, the City Commission has reviewed the proposed policy and is in favor of revoking Resolution 99-56 and adopting said revised policy; and

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

That the Treasure Island City Commission does hereby repeal Resolution 99-56 attached as Exhibit 1 and approve the new updated Travel Policy (attached as Exhibit 2) adopting reimbursement rates consistent with the General Services Administration.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 15th day of February, 2011, by Commissioner Bildz who moved its adoption; was seconded by Commissioner Collins and upon roll call, the vote was:

YEAS: Commissioners Bildz, Collins, Caldwell, Coward, Mayor Minning
NAYS: None
ABSENT OR ABSTAINING: None

Robert Minning, Mayor

ATTEST:

Dawn Foss, City Clerk

Res 11-14, Commission Travel Policy Amendment 2-15-11

EXHIBIT 1
I. PURPOSE/INTENT

The intent of this Travel Policy is to provide a guide for travel-related expenses. Employees are afforded the opportunity to travel for City-related business and professional development opportunities. The City expects employees to use good judgment when incurring expenses associated with travel.

This policy is applicable for all expenses associated with travel requiring reimbursement. Routine and a single day-travel associated with City business (meetings, committees, etc.) in the local area where only mileage is being reimbursed does not require completion of the Travel Form (see Mileage, Toll and Meal Reimbursement Form). It is the responsibility of the employee who is traveling to ensure correct documentation, authorization and submission of completed form both before and after travel.

REQUIRED APPROVALS

<table>
<thead>
<tr>
<th>Required Approvals</th>
<th>Local Travel*</th>
<th>Overnight Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in order)</td>
<td>Mileage, Toll, Meal Reimbursements</td>
<td>All Other</td>
</tr>
<tr>
<td>Director</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Finance Director</td>
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<td>X</td>
</tr>
</tbody>
</table>

* Local travel is defined as Pinellas, Hillsborough, Pasco and Manatee Counties *

Considerations
- The number of people attending one function vs. bringing in-house training to a City facility.
- Employees traveling to the same destination driving together.
- Attending a function out of town when the function is also available locally.
- Public perception of business purpose or location.
- Receipts are required for all reimbursable expenses.
- Keep in mind that during the trip you are representing the City. Your conduct and appearance shall uphold the reputation of the City to its colleagues and the public.

II. PROCEDURE

Before Travel
Approval for travel must be obtained before incurring any expenses. (Follow chart above to determine required approvals). A separate Travel Form is required for each employee travelling. The Report shall include all...
anticipated expenses, including prepaid items. A report must be completed even if no money is owed to the employee or if another agency is paying for expenses.

It is recommended that a Department make travel arrangements and prepay all possible expenses including training fees and hotel with a Purchasing card. If an employee requests additional travel time or stay other than the approved travel, the additional travel time shall be charged as leave time to the employee. Any additional expenses (hotel, meals) incurred due to the additional time will be the responsibility of the employee.

Per Diem allowances may be issued in advance. If per diem is requested in advance, the pre-approved Travel Form and supporting documentation must go to Finance 3 weeks in advance of travel date to provide sufficient time to be processed in the next accounts payable cycle (every other Friday).

### During Travel
- Keep all receipts for reimbursement.
- Since employees receive food per diem, do not charge any food or beverages to a City purchasing card.
- Upon check-out, ensure proper charges for the City including no sales tax in the State of Florida.
- Verify personal charges are correct for any personal ancillary items and are not charged to the City.

### After Travel
Within two weeks of travel, the employee must submit to their Department Director the completed and signed Travel Report and all supporting documentation to include receipts and the conference/training/event agenda. The Travel Report must be completed even if no money is owed to the employee.

The Department Director ensures expenditures are in compliance with City policy and in alignment with the pre-approved travel request. The Director approves the final Travel Report, authorizing any remaining payments or reimbursements, and forwards to Finance for processing (issuing check to employee or intake check owed from employee).

If Finance notes any discrepancies, the Travel Report will be sent back to the Director for correction. Administration, Finance, and/or Department Directors reserve the right to perform an in-depth audit of travel expenses claimed by an employee. Misrepresentation of expenses will result in disciplinary action in accordance with the City's Code of Conduct.

### ALLOWABLE EXPENSES

<table>
<thead>
<tr>
<th>Registration &amp; Fees</th>
<th>Costs should be pre-paid with a City Purchasing Card (if possible)</th>
</tr>
</thead>
</table>
| Overnight Stay      | Overnight stay is permissible outside Pinellas, Hillsborough, Pasco, and Manatee Counties.  
The City is exempt from Florida state sales tax and a Tax Exempt Form should be provided to the hotel prior to check-in. |
<p>| Food &amp; Incidentals | When authorized, the City will reimburse the employee up to the allowable per diem established by the General Services Administration (GSA). |
| Per Diem (for overnight or multiple day travel) | <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup">https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup</a> |
| Day travel for training and lunch is not provided, a receipt will be used for reimbursement. | Calculate the total per diem by determining the number of days for travel, plus travel days (1st and last day of travel) and using the applicable rate. If there is a meal provided, these meals should be subtracted from the daily per diem using the breakdown. |
|                     | An employee may request the per diem be prepaid to them prior to travel. This is requested by completing the Employee Travel Form in advance, obtaining Department Director approval, and forwarding to Finance 3 weeks prior to travel commencing. |
|                     | Per Diem does not apply to day travel for training. If no lunch (or other meal depending... |
| <strong>Airfare</strong> | Airline tickets may only be purchased online directly through carrier or online travel site (e.g. Expedia, Kayak, Orbitz) with a City Purchasing Card. Employees are required to shop for the best value for airline reservations, taking into consideration the length of time and number of stops for available flights. No airfare upgrades are reimbursable. If an employee is a member of a frequent flyer club, that airline may be used if airfare rates are comparable. Charges for one piece of luggage will be reimbursed. The employee should make an effort to pay checked bag fee in advance to avoid higher fees. Unused portions of tickets and/or refunds caused by airline overbooking must be returned to the City. |
| <strong>City Vehicle</strong> | Travel in a City vehicle is always preferred. A City vehicle may be used for in-state travel only. If a City vehicle is not available or is needed for out-of-state travel, or you do not have access or do not feel comfortable driving your own vehicle; the City contracts with Enterprise Car Rental (St Pete Beach Location – 297 75th Avenue, SPB (727) 363-3801). Call Enterprise Car Rental (877) 690-0064 or go to the Enterprise.com website and make a reservation under the City of Treasure Island account number FL42155. |
| <strong>Private Vehicle</strong> | If authorized by Department Director, use of a private vehicle will be paid to you at the rate established by the IRS to cover wear and tear as well as gasoline used. The Travel Form shall include the mileage from the point of origin to destination. <strong>Point of origin</strong> is defined as an employee's assigned City work location or home, whichever is closer to destination. Use mapquest, googlemaps and some other on-line directional application to print out and submit with your Travel Form to verify milage. Employees who receive a vehicle allowance will not be reimbursed for local travel. |
| <strong>Car Rental</strong> | Rental car charges qualify for reimbursement if no public or hotel transportation is available or is uneconomical. Please make the necessary reservations in advance to acquire the best rate. The City will reimburse up to the cost of an “intermediate” class vehicle. Supplemental insurance coverage by the rental company should be waived. Rental vehicles should be returned on-time with a full tank of gas to avoid additional charges. |
| <strong>Other Transportation</strong> | The City will reimburse for transportation costs to and from hotel, airport, and function. Public transit and shuttle services should be used whenever applicable and practical. |
| <strong>Parking</strong> | Airport parking will be reimbursed at the maximum daily rate for Economy Lot parking or shuttle transportation to/from the airport, whichever is less. The City will reimburse other parking expenses (e.g. hotel, garage, lot) at the minimum daily rate for general parking with a receipt. |
| <strong>Fuel &amp; Tolls</strong> | Use a City Purchasing Card, when available, for fuel purchases. Actual cost of fuel for City vehicles used outside the local area, if no City fuel card available, or for a rental vehicle are reimbursable with receipt. Tolls are reimbursable with a receipt. |
| <strong>Fines</strong> | Fines incurred by employees are not reimbursable. |</p>
<table>
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<tr>
<th>Companions/Extending Stay</th>
<th>Employees who choose to travel with companions are responsible for additional costs to include higher rate for double occupancy. These costs shall be paid by the employee.</th>
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<tbody>
<tr>
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<td>Employees who choose to extend their stay are responsible for additional costs.</td>
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### III. ADDITIONAL INFORMATION, REQUIREMENTS & RESPONSIBILITIES

It is the responsibility of the Finance Department to update this policy as necessary.
DATE: April 30, 2019

TO: Garry Brumback, City Manager

FROM: Amy Davis, Finance Director / Assistant City Manager

SUBJECT: Bond Ordinance

BACKGROUND AND ANALYSIS

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

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

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

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

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

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

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

**POLICY / PURPOSE**

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

**STRATEGIC PLAN RELEVANCE**

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

**FUNDING**

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

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

**MOTION**

I move to adopt/deny Ordinance No. 2019-06 to authorize the issuance and validation of the Note in the principal amount not to exceed $8,000,000 for the City Hall Purchase/Renovate Project at this 2nd and final public hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" means the State of Florida.

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

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

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

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

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

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

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

(i) The outstanding debt of the Issuer, including the Note, excluding debt directly related to the Treasure Island Causeway, does not exceed three and one-half \((3^{1/2})\) percent of the Issuer's annual assessed valuation of the total taxable property within the Issuer.

(ii) The cost of the Project, which is deemed a "single project," does not exceed fifteen \((15)\) percent of the three and one-half \((3^{1/2})\) percent debt limitation set out in (i) above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

________________________________________
Lawrence Lunn, Mayor

ATTEST:

________________________________________
Ruth Nickerson, City Clerk

APPROVED AS TO FORM:

________________________________________
Jennifer Cowan, City Attorney
EXHIBIT A

[FORM OF NOTE]

__________, 2019 $__________

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

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

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

[Prepayment Provisions must be determined in Bank Loan RFP]

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

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

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

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

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

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

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

CITY OF TREASURE ISLAND, FLORIDA

(SEAL)

Mayor

City Manager

ATTESTED:

City Clerk
EXHIBIT B

FORM OF LENDER'S CERTIFICATE

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

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

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

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

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

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

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

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

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

DATED this _____ of __________, 2019.

______________________________

By: ____________________________
Name: __________________________
Title: ___________________________
EXHIBIT C

FORM OF DISCLOSURE LETTER

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

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

   ________________, Lender's Counsel
   $__________

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

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

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

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

5. Truth-in-Bonding Statement:

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

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

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

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

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

__________________________________________

By:________________________________________
Name:_____________________________________
Title:______________________________________