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

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

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

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

1. Approval of July 23, 2019 Board of Commissioners Regular Meeting Minutes

2. Approval of July 23, 2019 Board of Commissioners Regular Workshop Minutes

G. CONSENT AGENDA

1. Approve RES 2019-11 to Execute an Updated State-Funded Grant Agreement between the Florida Department of Transportation and the City of Treasure Island for the Construction and Construction Engineering of the Treasure Island Causeway

2. Approve Increased Spending Authority with Consolidated Resource Recovery Inc. for Yard Waste Disposal for a Total Amount of $30,000 for FY 2019

3. Approve Ranking and Provide Authorization to Enter into Contract Negotiations with the Top Three Ranked Firms for Disciplines 3, 5, 6 & 7 for RFQ 18-19-07

H. ITEMS OF BUSINESS

1. Approve Annual Code Enforcement Board Appointments

2. Approve Annual Planning & Zoning Board/Local Planning Agency Appointments
3. Approve Purchase Authority with Pinellas Diesel Service Inc for repairs to the 2008 Ford 550 Bus for a Total Amount of $20,874 for FY 2019

4. Approve Bond Validation Complaint

I. ADJOURNMENT

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

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 120 108th Avenue, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.
The meeting was called to order at 6:00 PM by Mayor Larry Lunn

**A. PLEDGE OF ALLEGIANCE**

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

**B. ROLL CALL**

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
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<tbody>
<tr>
<td>Larry Lunn</td>
<td>Mayor</td>
<td>Present</td>
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<tr>
<td>Deborah Toth</td>
<td>Commissioner, District 1</td>
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<td>Tyler Payne</td>
<td>Commissioner, District 2</td>
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<tr>
<td>Heidi Horak</td>
<td>Commissioner, District 4</td>
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**C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS**

Commission consensus was to approve the agendas as presented and move forward with tonight's meeting and workshop.

**D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION**

None

**E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS**

Dominique Reiter reported on the fundraiser at Gator’s this past weekend for the Antique Police Car. A great time was had by all, there was standing room only. There were City staff members, the Mayor, Commissioners, Firefighters and both the Police Chief and the Fire Chief in attendance. A total of $7,461 has been raised. There will be three more fund raisers. The goal is to own the car by Labor Day.

Ms. Reiter then reported on the Dog Park. There is $18,670 in the bank. An additional $2,000 has been pledged for a total of almost $21,000. Dominique added that we have a great town and the enthusiasm is amazing.

**F. APPROVAL OF MINUTES**

None

**G. CONSENT AGENDA**

Mayor Lunn provided a review of the six Consent Agenda items.

1. Approval of Dental, Life & Long Term Disability Insurance Renewal with Lincoln Financial Group for FY 2020
2. Approval of Group Health Insurance Renewal with Public Risk Management for FY 2020

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

3. Approval of a “Piggy Back” Contract with Ajax Paving Industries of Florida, LLC using an Annual Asphalt Pavement Rehabilitation Contract from Pasco County in the total amount of $2,046,310

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

4. Approval of a Contract with Waste Pro of Florida, Inc for Compactor Services and Execution of three Non-Exclusive License Agreements each with Ricky T's Bar & Grille, VIP Lounge & Mexican Restaurant, and CJ's on the Island for Compactor Services

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

5. Approval of a Contract with Right of Way Contracting, LLC for the 125th Avenue Drainage Improvements and Beautification in the amount of $143,482.45 to include $20,000 in Contingency.

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

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

H. ITEMS OF BUSINESS

1. Gulf Blvd Venetian Lateral Collapse

Public Works Director Mike Helfrich reported on the collapse of the 8inch lateral pipe on Gulf Blvd in the vicinity of 112th Avenue. He told how on Monday July 15, the property manager of the Venetian came into public works to report they were having trouble. Supervisor James Newton went out and investigated and discovered there was an obstruction. We took the Vac truck out on Monday and on Tuesday morning we set up maintenance of traffic so we could video the line which is a 24 inch pipe. We found an obstruction we could not get through; as we were doing that a pothole started to appear in the outside southbound lane. Since then, we have determined that the pipe has deteriorated so much that it has crept all the way out to the center line of traffic. Mr. Helfrich affirmed that at this point $84,000 is needed to solve these issues. He also affirmed that the only business affected by this lateral is The Venetian.

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

2. 1st Reading of Ordinance 2019-09; Amending Purchasing Policy and Ordinance

City Attorney Jennifer Cowan provided the First Reading of Ordinance 2019-09. Purchasing Coordinator Mike Munger informed the City Commission that the current Purchasing Ordinance has not seen any major updates since 2010. The request to accept these changes to the City’s Purchasing Ordinance corresponds with a significant overhaul of the Administrative Policy for Purchasing. The intention is to have all changes effective October 1, 2019 to coincide with the FY 20 budget and to allow for necessary training before the end of FY 19. Mr. Munger explained that the proposed changes will open up more City business to a greater number of potential vendors, allow the City to potentially get better prices, make both the ordinance and administrative policy more user-friendly for both vendors and City departments, standardize and mandate documentation of quotes and solicitations and ultimately increase the efficiency of City operations while maintaining both fiscal and ethical safeguards.

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

3. Consider adopting the Proposed 2020 Millage Rate

City Attorney Jennifer Cowan provided a First Reading of Ordinance 2019-05. Assistant City Manager and Finance Director Amy Davis explained that each year the City is required to calculate and set an ad valorem millage rate. The setting of a millage rate at this time is a proposed millage that the Pinellas County Property Appraiser will use to generate the TRIM Notices. In September, the Commission will formally adopt the millage rate to levy property tax for FY 2020.
Ms. Davis told how, once adopted, a millage rate must be equal to or lower than the proposed millage rate. The proposed millage rate of 3.6129 mills is an increase from 2019. The proposed FY 2020 General Fund Budget is predicated on approval of the proposed millage rate. The increase includes the committed portion for the bridge and causeway at .3 mills and a .0761 mill increase to replace non-ad valorem debt revenues currently meeting non-debt service expenses that will need to be re-directed to pay the debt service obligations of a new loan associated with the purchase of a City Hall property.

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

4. Consider approving the District #4 Appointment to the Planning & Zoning Board

Commissioner Horak spoke regarding the appointment of Linda Driscoll to the Planning & Zoning Board. The District #4 seat was recently vacated by Hendrik Bisanz. The Commission participated in a brief conversation regarding this appointment and the upcoming appointments that will take place at the end of August.

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

5. Consider Approval of a Non Exclusive Agreement with Ice Depot

Recreation Director Cathy Hayduke spoke regarding the proposed wraps for the Ice Vending Machines. Commissioner Payne requested that these machines be monitored in order to determine their success. Ice Machines will be placed at the Beach Pavilion and at Gulf Front Park. 30% of all revenue from the ice vending machines will be paid to the City by The Ice Depot LLC.

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

I. ADJOURNMENT

The meeting adjourned at 6:37 PM.
The meeting was called to order at 6:47 PM by Mayor Larry Lunn

I. CITY MANAGER AND CITY ATTORNEY REPORT

The City Attorney had no report.

The City Manager had no report.

II. DISCUSSION

1. Florida League of Cities Annual Business Meeting

City Manager Brumback explained that no action is necessary for this item. Mayor Lunn will be representing the entire City Commission as the voting delegate for Treasure Island at the Annual Florida League of Cities Annual Business Meeting on August 17, 2019 at 9:00 a.m. Mr. Brumback asked the Commissioners to review the proposed resolutions and provide any input they may have.

RESULT: NO ACTION NECESSARY

2. Approve purchase and installation of additional parking pay stations and meters from Flowbird (previously CALE) in the amount of $40,705

Per Assistant City Manager and Finance Director Amy Davis’ request future Parking Coordinator Mike Munger spoke to the City Commission regarding this request for additional parking stations and meters. Mr. Munger explained that the City desires to add 42 spaces across four parking lots for a total of 472 metered parking spaces city-wide. He told how formal parking programs in these locations will prevent over parking and will keep these lots from being crowded and unorganized.

RESULT: MOVED TO FUTURE MEETING Next: 8/6/2019 6:00 PM

3. Purchase and Sale Agreement for the property located at 10451 Gulf Blvd, Treasure Island to be used as City of Treasure Island City Hall

Assistant City Manager and Finance Director Amy Davis spoke regarding the Purchase and Sale Agreement for what is known as the Allied Building. The property includes 4.12 acres of land, 82 parking spaces and a building that was constructed in 1982 with approximately 18,995 of usable square feet. Ms. Davis explained that while the building is largely already suited for office use there will have to be some renovations to build a Commission Chamber and community spaces in addition to upgrading the technology and phone systems. Ms. Davis affirmed that staff obtained two appraisals from state certified appraisers. The tentatively agreed upon purchase price is $6,350,000. The tentative closing date is December 31, 2019.

City Manager Brumback thanked the Commission and Staff and told how excited we are about this opportunity. We do foresee spending up to 1.7 million to upgrade the facility before we move in.
Commissioner Partridge stressed the importance of having an independent inspection completed. She affirmed the City's inability to restore the existing City Hall, stating that this purchase is the most cost effective option for the City.

RESULT: MOVED TO FUTURE MEETING

Next: 8/6/2019 6:00 PM

III. OLD BUSINESS

None

IV. CITY COMMISSION REPORTS

Commissioner Toth told what a great time she had Sunday at the Fundraiser for the Antique Police Cruiser and stated she can't wait to add the car to our fleet.

Commissioner Partridge reported that she recently had an opportunity to work the Community Improvement Department on a property of hers. She shared her appreciation for the service and knowledge provided by the Planning Dept. They have a tight staff and handle a significant amount of activity.

Commissioner Horak affirmed that over 6,000 sea oats were planted on the beach Saturday. She thanked the City staff for their participation. We started at 7 AM and finished by 10 AM. It is not an easy job, but many hands made light work.

V. PUBLIC COMMENT

None

VI. ADJOURN

The Workshop adjourned at 7:07 PM.
DATE: July 26, 2019

TO: Garry Brumback, City Manager

FROM: Stacy Boyles, Asst Director of Public Works

SUBJECT: FDOT Agreement for East Causeway

BACKGROUND

The East Causeway is in need of roadway reconstruction and drainage improvements. In December 2016, the City submitted a $1.5M funding request to the State legislature for East Causeway improvements. The funding request was ultimately approved in the amount of $1.2M, representing a preliminary estimated $300,000 shortfall. The funding request, titled “Treasure Island Causeway Multimodal Improvements”, noted that the cities of Treasure Island and St. Petersburg would be completing two objectives together: roadway and drainage improvements and the necessary preparations to connect the Pinellas Trail to Treasure Island. In April 2018, the City entered into an Interlocal Agreement (ILA) with the City of St. Petersburg for the design of East Treasure Island Causeway Roadway and Drainage Improvements Project. In early January 2019, the City moved to terminate the agreement to address significant cost, aesthetics and drainage concerns.

Following the City’s termination of the ILA, the Florida Department of Transportation (FDOT) terminated the City’s State-Funded Grant Agreement for the reimbursement of project activities in the amount of $1.2M (Attachment A). The City subsequently requested that the legislature reallocate the funds for the East Causeway, solely to address the roadway and drainage issues.

The State legislature re-appropriated the funding. The revised design concept will provide for no shift in the roadway, maintaining the central median width, and the construction of drainage bioswales on the north and south sides of the roadway. The design will also allocate space for a future six foot wide boardwalk on the north side of the road to be constructed if additional funding is obtained.

POLICY / PURPOSE

The purpose of this item is to request that the City Commission execute an updated State-Funded Grant Agreement with FDOT for construction of the East Causeway Roadway and Drainage Improvements Project.

STRATEGIC PLAN RELEVANCE
Goal 1 of the City’s Strategic Plan is to “Strengthen the financial stability of the City in an ever-changing economic environment.” Objective 1 under this goal is to “provide funding for the operations, maintenance, and eventual replacement of the Treasure Island Causeway/Causeway bridges”.

**ANALYSIS / DISCUSSION**

The FDOT State-Funded Grant Agreement allows for the reimbursement of construction costs from the $1.2M appropriation.

The preliminary construction cost estimate is as follows:

<table>
<thead>
<tr>
<th>Construction</th>
<th>$1,539,450</th>
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<tbody>
<tr>
<td>Appropriation</td>
<td>$1,200,000</td>
</tr>
<tr>
<td>Remaining Cost</td>
<td>$339,450 (less any SWFWMD grant funds TBD + design fee)</td>
</tr>
</tbody>
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The tentative schedule for the project is as follows:

- Final Design Submittal: October 2020
- Construction Bids Received: December 2020
- Construction Completion Date: December 2021

**FUNDING**

No funding is being requested at this time.

The City Commission recently approved a work authorization and spending authority with Advanced Engineering & Design, Inc. in the amount of $193,700 for the design of the East Causeway Roadway and Drainage Improvements for the current year (FY 2019). This cost is divided between the General Fund for roadway engineering in the amount of $141,400 and the Stormwater Fund in the amount of $52,300 for stormwater engineering.

In the proposed FY 2020 Budget, the General Fund’s 5-year projection reflects construction costs from the Stormwater Fund for stormwater improvements in the amount of $339,450 and $1,200,000 in roadway improvements from the General Fund, to be offset by the $1.2M appropriation in FY 2021.

**RECOMMENDATION**

Staff recommends that the City Commission repeal Resolution 18-35 (Attachment B) and approve Resolution 19-11 executing an updated State-Funded Grant Agreement (Attachment C) with the Florida Department of Transportation for the construction of the East Causeway Roadway and Drainage Improvements Project.

**MOTION**

I move to approve and authorize Resolution 2019-11, repealing Resolution 18-35 and executing an updated State-Funded Grant Agreement with the Florida Department of Transportation for the construction of the East Causeway Roadway and Drainage Improvements Project.
ATTACHMENTS

Attachment A: Termination letter for the previous Florida Department of Transportation State-Funded Grant Agreement

Attachment B: Res. 18-35 Executing the previous State-Funded Grant Agreement between the Florida Department of Transportation and the City of Treasure Island

Attachment C: New State-Funded Grant Agreement between the Florida Department of Transportation and the City of Treasure Island

Attachment D: Res. 19-11 Executing the new State-Funded Grant Agreement between the Florida Department of Transportation and the City of Treasure Island
May 20, 2019

Ms. Stacy A. Boyles, PE, LEED AP
Assistant Public Works Director
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

RE: State Funded Grant Agreement
Treasure Island Causeway from W of Causeway Blvd N to E of Causeway Blvd N
FPN: 441503 1 54 01 Contract Number: GOW57

Dear Ms. Boyles:

The Florida Department of Transportation (FDOT) and City of Treasure Island entered into a State Funded Grant Agreement on May 23, 2018 to fund construction activities for the Treasure Island Causeway project referenced above.

The City requested removal of a multi-use trail from the project scope so that necessary roadway and drainage improvements could be constructed. Senate Bill 2500 Section 92, has provided for these funds to revert and be re-appropriated for Fiscal Year 2020. This Agreement is hereby terminated and the funds will be unencumbered. The City shall not be reimbursed for any work completed under the terminated Agreement.

When the new budget is available after July 1st, the FDOT will re-encumber the funds and enter into a new Agreement with the City with a modified scope to resurface and improve drainage on the Treasure Island Causeway. The City's project shall not be advertised and no construction activities may begin until a Notice to Proceed has been issued by FDOT.

If you have any further questions, please contact me at 813-975-6133 or Richard.Moss@dot.state.fl.us.

Sincerely,

Richard Moss, P.E.
Director of Transportation Development

RM\ssc
cc: Kelli Bradley, Sara Clark, Suzanne Monk, Robin Parrish, Linda Mitchell, Martin Hernandez, Karen Demeria

www.fdot.gov
RESOLUTION NO. 18-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND EXECUTING A STATE-FUNDED GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF TREASURE ISLAND, FLORIDA FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION SERVICES OF THE TREASURE ISLAND CAUSEWAY FROM WEST OF CAUSEWAY BOULEVARD NORTH TO EAST OF CAUSEWAY BOULEVARD NORTH AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Treasure Island desires to improve the eastern portion of the Treasure Island Causeway's roadway and drainage system; and

WHEREAS, the City of St. Petersburg is designing a multimodal trail along the north side of the East Causeway to connect the Pinellas Trail in St. Petersburg to Treasure Island; and

WHEREAS, the City received a $1,200,000 appropriation from the State Legislature for East Causeway roadway and drainage improvements which will impact the City of St. Petersburg's multi-modal trail project; and

WHEREAS, the City entered into an interlocal agreement with the City of St. Petersburg to design and manage the roadway and trail projects together to avoid costly utility relocations, to ensure consistency and efficiency, and to minimize traffic impacts; and

WHEREAS, this State-Funded Grant Agreement with the Florida Department of Transportation allows the City of Treasure Island to be reimbursed for eligible East Causeway construction activities from the $1,200,000 appropriation; and

WHEREAS, the City of Treasure Island Commission, after due consideration, has determined that executing a State-Funded Grant Agreement between the Florida Department of Transportation and the City of Treasure Island, Florida for the Construction and Construction Engineering Inspection Services of the Treasure Island Causeway from West of Causeway Boulevard North to East of Causeway Boulevard North is in the best interest of the City of Treasure Island.

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

Section 1. A State-Funded Agreement be executed with the Florida Department of Transportation for the construction and construction engineering inspection services of the Treasure Island Causeway in the amount of $1,200,000.00. Funds for this project will proposed in the FY 2019 budget.

Section 2. This Resolution is effective immediately upon adoption.
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 May, 2018 by Commissioner Toth who moved its adoption; was seconded by Commissioner Payne and upon roll call, the vote was:

YEAS: Commissioners Toth, Payne, Horak and Mayor Lunn
NAYS: None
ABSENT OR ABSTAINING: None

ATTEST:

Celine Kidwell, Acting City Clerk

Lawrence Lunn, Mayor

Attachment: Att B - Res. 18-35 FDOT Grant for E. Causeway (2118 : FDOT Agreement for East Causeway)
THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on ____________, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and City of Treasure Island, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties”.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. Authority: The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☒ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☒ Specific Appropriation 1989A of Senate Bill 2500 Enrolled, Local Transportation Project, CSFA 55.039

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as Exhibit “E”, Recipient Resolution, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department’s participation in the construction and Construction Engineering Inspection (CEI) services of the Treasure Island Causeway, from west of Causeway Boulevard North to east of Causeway Boulevard North, as further described in Exhibit “A”, Project Description and Responsibilities, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; to state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. Term of the Agreement, Commencement and Completion of the Project: This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 20, 2021. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the
Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit “A” in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department’s obligations under this Agreement for the Recipient’s failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department’s determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**
   a. The estimated cost of the Project is $1,539,450.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,200,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in Exhibit “B”, Schedule of Financial Assistance. The Department’s participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
   c. The Department’s participation in eligible Project costs is subject to, but not limited to:
      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit “A”, and as set forth in the Schedule of Financial Assistance in Exhibit “B”.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit “A”. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment F – Contract Payment Requirements.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department’s Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit “G”, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement’s term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department’s receipt of the invoice. The Department has 20 days to deliver a request for
payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. Progress Reports. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit “B” for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department
which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year.”

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department’s rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit “B” for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient’s contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of
commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient’s complying in full with provisions of Section 287.055, Florida Statutes, Consultants’ Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants’ Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department’s right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

   i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

   ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient’s use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient’s normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department’s right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient’s normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be
performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project’s design plans for compliance with all applicable standards of the Department, as provided in Exhibit “F”, Terms and Conditions of Construction, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department’s Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department’s Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient’s contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit “C”, Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient shall maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as Exhibit “E”. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit “D” to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid by the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:
v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient’s financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient’s records including financial statements, the independent auditor’s working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public
entity for the construction or repair of a public building or public work; may not submit bids on leases of real
property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or
consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further
been determined by the Department to be a non-responsible contractor may not submit a bid or perform
work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial
branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of
Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized
aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

   i. Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment
      eligibility of all new employees hired by the Recipient during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the
       state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to
       verify the employment eligibility of all new employees hired by the subcontractor during the contract
       term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and
   conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the
   provisions of any part of this Agreement to create in the public or any member thereof, a third-party
   beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit
   for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The
   Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just
   claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against
   any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of
   Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment,
   in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the
   limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver
   of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be
   construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or
   omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing
   herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of
   this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors,
   consultants, or subconsultants (each referred to as “Entity” for the purposes of the below indemnification)
   who perform work in connection with this Agreement:

   “To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the
   [RECIPIENT] and the State of Florida, Department of Transportation, including the Department’s
   officers, agents, and employees, against any actions, claims, or damages arising out of, relating
to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or
   employees, acting within the scope of their office or employment, in connection with the rights
granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations ("PEO’s"), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein
shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.


a. Exhibits A, B, D, and E, and Attachment F are attached to and incorporated into this Agreement.

b. The Project will involve construction, therefore, Exhibit “C”, Engineer’s Certification of Compliance is attached and incorporated into this Agreement.
c. □ A portion or all of the Project will utilize the Department’s right-of-way and, therefore, Exhibit F, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

d. □ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____

e. **Exhibit and Attachment List**

   Exhibit A: Project Description and Responsibilities  
   Exhibit B: Schedule of Financial Assistance  
   *Exhibit C: Engineer’s Certification of Compliance  
   Exhibit D: State Financial Assistance (Florida Single Audit Act)  
   Exhibit E: Recipient Resolution  
   *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way  
   *Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF TREASURE ISLAND

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: ______________________________
Name: Richard Moss, P.E.
Title: Director of Transportation Development

Legal Review:

By: ______________________________
Name: Martin Hernandez

Attachment: Att C - 2019 Combined Agreement (2118 : FDOT Agreement for East Causeway)
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and City of Treasure Island (the Recipient).

PROJECT LOCATION:
- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: total length 0.460 MI

PROJECT DESCRIPTION: Construction and CEI services of the Treasure Island Causeway from west of Causeway Boulevard North to east of Causeway Boulevard North. The City of Treasure Island intends to construct roadway improvements along Treasure Island Causeway from west of Causeway Blvd N to east of Causeway Blvd N. Improvements include base rehabilitation via full depth reclamation, roadway resurfacing, drainage improvements and utility adjustments as required. The proposed crossed section will be replicated with two (2) westbound and two (2) eastbound travel lanes. Construction of drainage improvements, traffic signs, traffic and appurtenance adjustment and pavement markings are required.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a copy of the design plans for the Department’s review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall submit 100% and final design plans to the Department for review and approval.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-02).

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award Form (Form No. 375-030-91) for contractor and all subcontractors.

The Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act (CCNA). The Agency shall submit a Consultants' Competitive Negotiations Act (CCNA) Certification letter to the Department. Upon execution of the contract, the agency will submit a copy of the signed document to the Department.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency’s Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1. Right of Way Certification Form
2. Rail Clear Letter
EXHIBIT “A”

PROJECT DESCRIPTION AND RESPONSIBILITIES

3. Permits Clear Letter
4. Utilities Clear/Coordinated Letter
5. Consultant’s Competitive Negotiations Act (CCNA) Clear Letter (only applicable for CEI)

The Agency shall submit the bid tabulations, bid analysis and intent to award to the Department for review and approval prior to issuing concurrence to a contractor.

The Agency is responsible for providing the Department a copy of the executed construction contract prior to work commencing.

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed.

The Agency shall be required to notify the Department of any construction changes (change orders) and receive approval from the Department prior to the changes being implemented whether or not the Department will participate in reimbursement.

The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final Inspection.

After the completion of the project, the Agency must submit the final invoice and Exhibit “C,” Engineers Certification of Completion” of the project to the Department within 120 days after the completion. Invoices after the 120-day time period may not be paid.

The Recipient shall commence the project’s activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

   a) Study to be completed by N/A.
   b) Design to be completed by 10/9/2020.
   c) Right-of-Way requirements identified and provided to the Department by 9/27/2019.
   e) Construction contract to be let by 12/4/2020.
   f) Construction to be completed by 12/20/2021.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
EXHIBIT “A”

PROJECT DESCRIPTION AND RESPONSIBILITIES
RECIPIENT NAME & BILLING ADDRESS:
City of Treasure Island
120 108th Avenue, Treasure Island, FL 33706

FINANCIAL PROJECT NUMBER:
441503 1 54 01

<table>
<thead>
<tr>
<th>I. PHASE OF WORK by Fiscal Year:</th>
<th>FY 2020</th>
<th>FY</th>
<th>FY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design- Phase 34</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Maximum Department Participation - (Insert Program Name)</td>
<td>% or $</td>
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<td>Maximum Department Participation - (Insert Program Name)</td>
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</tr>
<tr>
<td>Local Participation (Any applicable waiver noted in Exhibit “A”)</td>
<td>% or $ 0.00</td>
<td>% or $ 0.00</td>
<td>% or $ 0.00</td>
<td>% or $ 0.00</td>
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<tr>
<td>In-Kind Contribution</td>
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<tr>
<td>Cash</td>
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<tr>
<td>Combination In-Kind/Cash</td>
<td>$</td>
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<td>$</td>
</tr>
</tbody>
</table>

| Right of Way- Phase 44          | $ 0.00  | $ 0.00 | $ 0.00 | $ 0.00 |
| Maximum Department Participation - (Insert Program Name) | % or $ | % or $ | % or $ | % or $ |
| Maximum Department Participation - (Insert Program Name) | % or $ | % or $ | % or $ | % or $ |
| Maximum Department Participation - (Insert Program Name) | % or $ | % or $ | % or $ | % or $ |
| Local Participation (Any applicable waiver noted in Exhibit “A”) | % or $ 0.00 | % or $ 0.00 | % or $ 0.00 | % or $ 0.00 |
| In-Kind Contribution            | $       | $ |       | $ |
| Cash                             | $       | $ |       | $ |
| Combination In-Kind/Cash        | $       | $ |       | $ |

<p>| Construction/CEI - Phase 54     | $ 1,539,450.00 | $ 0.00 | $ 0.00 | $ 1,539,450.00 |
| Maximum Department Participation - (State Funded Grant Agreement- EM20) | % or $ 1,200,000.00 | % or $ | % or $ | % or $ 1,200,000.00 |
| Maximum Department Participation - (Insert Program Name) | % or $ | % or $ | % or $ | % or $ |
| Maximum Department Participation - (Insert Program Name) | % or $ | % or $ | % or $ | % or $ |
| Local Participation (Any applicable waiver noted in Exhibit “A”) | % or $ 339,450.00 | % or $ 0.00 | % or $ 0.00 | % or $ 339,450.00 |
| In-Kind Contribution            | $       | $ |       | $ |
| Cash                             | $ 339,450.00 | $ |       | $ 339,450.00 |
| Combination In-Kind/Cash        | $       | $ |       | $ |</p>
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<thead>
<tr>
<th>Insert Phase and Number (if applicable)</th>
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<th>$0.00</th>
<th>$0.00</th>
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</thead>
<tbody>
<tr>
<td>Maximum Department Participation - (Insert Program Name)</td>
<td>% or $</td>
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<td>Maximum Department Participation - (Insert Program Name)</td>
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<td>Maximum Department Participation - (Insert Program Name)</td>
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</tr>
<tr>
<td>Local Participation (Any applicable waiver noted in Exhibit “A”)</td>
<td>% or $0.00</td>
<td>% or $0.00</td>
<td>% or $0.00</td>
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<tr>
<td>In-Kind Contribution</td>
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<td>Cash</td>
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<tr>
<td>Combination In-Kind/Cash</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**II. TOTAL PROJECT COST:**

$1,539,450.00 $0.00 $0.00 $1,539,450.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Tamara Perez  
District Grant Manager Name

Signature  Date
Engineer’s Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer’s Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Treasure Island

PROJECT DESCRIPTION: Treasure Island CSWY from W of CSWY Blvd to E of CSWY Blvd N
FPID#: 441503 1 54 01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: 
Name: 
Title: 

ENGINEER’S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of “as-built” plans certified by the Engineer of Record/CEI.

By: __________________________ P.E.

SEAL:
Name: __________________________
Date: __________________________
EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:
- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Local Transportation Project, CSFA 55.039

*Award Amount: $1,200,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx
The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.
ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

1. Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

4. Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

5. In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

6. Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.
RESOLUTION NO. 19-11


WHEREAS, the City of Treasure Island desires to improve the eastern portion of the Treasure Island Causeway’s roadway and drainage system; and

WHEREAS, in 2018 the City of Treasure Island adopted Resolution 18-35 to execute a State-Funded Grant Agreement with the Florida Department of Transportation for the reimbursement of $1,200,000 in funding for improvements to the East Causeway, which stipulated that the project make accommodations for a multimodal trail; and

WHEREAS, the necessary accommodations for the multimodal trail resulted in an unfavorable design of the roadway and drainage and the City of Treasure Island cancelled the joint project; and

WHEREAS, the Florida Department of Transportation subsequently terminated the 2018 State-Funded Grant Agreement; and

WHEREAS, Senate Bill 2500 Section 92 has provided for the funds to be re-appropriated in the State Fiscal Year 2020 budget solely for the roadway and drainage improvements without accommodations for the multimodal trail; and

WHEREAS, the Florida Department of Transportation has updated the $1,200,000 State-Funded Grant Agreement for reimbursement of eligible activities beginning in State Fiscal Year 2020; and

WHEREAS, the City of Treasure Island Commission, after due consideration, has determined that executing an updated State-Funded Grant Agreement between the Florida Department of Transportation and the City of Treasure Island, Florida for the Construction and Construction Engineering Inspection Services of the Treasure Island Causeway from West of Causeway Boulevard North to East of Causeway Boulevard North is in the best interest of the City of Treasure Island.

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

Section 1. The Treasure Island City Commission repeals Resolution No. 18-35, attached as Exhibit 1.
Section 2. A State-Funded Agreement (FPN 44150315401; Fund EM20, LF) is to be executed with the Florida Department of Transportation for the construction and construction engineering inspection services of the Treasure Island Causeway in the amount of $1,200,000. Funds for this project are proposed in the FY 2021 budget.

Section 3. This Resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 20th day of August, 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
DATE: July 29, 2019
TO: Garry Brumback, City Manager
FROM: Stacy Boyles, Asst Director of Public Works
SUBJECT: Yard Waste Spending Authority

BACKGROUND
Since 2009, the City of Treasure Island has contracted with Consolidated Resource Recovery, Inc. (CRRI) for yard waste disposal services. The City is currently “piggybacking” the City of Largo’s contract with CRRI. In November 2018, the City Commission approved the contract and granted spending authority in the total amount of $20,000 for FY 2019, based on the estimated annual usage. As of today, there is roughly $800 remaining under the previous authorization.

POLICY / PURPOSE
The purpose of this item is to request a $10,000 increase to the annual spending authority with CRRI for yard waste disposal services for the remainder of FY 2019.

STRATEGIC PLAN RELEVANCE
Goal 4 of the City’s Strategic Plan is to Preserve, protect, and promote the City’s beach and environment. The third objective under this goal is to support residents, business owners and visitors alike to be good stewards of our environment.

ANALYSIS / DISCUSSION
Prior to this year, the contract rate with CRRI was $23.49. Under the new contract, the fee for the yard waste disposal is $31.95. This is still less than the $37.50 per ton charged at the Pinellas County incinerator (which will increase as of October 1, 2019). The CRRI rate has necessitated an increase to the annual amount for yard waste disposal above what was previously estimated. Staff is requesting an additional $10,000 for the remainder of FY 2019. It is unlikely that Public Works will spend an additional $10,000 for yard waste disposal this fiscal year; however, the requested amount provides a buffer in case there is a debris-generating event. Please see the table below for details.
### Monthly Cubic Yardage of Yard Waste Collected

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2016</th>
<th>FY 2017</th>
<th>FY 2018</th>
<th>FY 2019</th>
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<tr>
<td>October</td>
<td>28</td>
<td>41</td>
<td>33</td>
<td>225</td>
<td>77</td>
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<tr>
<td>November</td>
<td>11</td>
<td>28</td>
<td>24</td>
<td>68</td>
<td>44</td>
</tr>
<tr>
<td>December</td>
<td>12</td>
<td>41</td>
<td>12</td>
<td>44</td>
<td>40</td>
</tr>
<tr>
<td>January</td>
<td>22</td>
<td>23</td>
<td>33</td>
<td>51</td>
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<tr>
<td>February</td>
<td>16</td>
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<td>March</td>
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<td>April</td>
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<td>24</td>
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<tr>
<td>September</td>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>243</td>
<td>421</td>
<td>676</td>
</tr>
</tbody>
</table>

| cost per ton  | $23.49 | $31.75 |
| Annual Cost    | $20,135.39 | $23,638.51 |

Began Yard Waste Wednesdays
Hurricane Hermine
Hurricane Irma

### FUNDING

Funding for this contract is available in the Solid Waste Fund, Account 430-5340-34000.

### RECOMMENDATION

Staff recommends a $10,000 increase in the annual spending authorization with Consolidated Resource Recovery, Inc. for a total amount of $30,000 for FY 2019.

### MOTION

I move to approve and authorize an increase to the City Manager's annual spending authority with Consolidated Resource Recovery, Inc. for yard waste disposal by $10,000 for a total of $30,000 for FY 2019.

### ATTACHMENT(S)

N/A
DATE: July 23, 2019

TO: Garry Brumback, City Manager

FROM: Mike Munger, Purchasing Coordinator/Management Analyst

SUBJECT: Request of Ranking Approval and Permission to Enter into Contract Negotiations with the Top Three Ranked Firms for Disciplines 3, 5, 6, & 7 for RFQ 18-19-07

BACKGROUND

The Consultants’ Competitive Negotiation Act (CCNA) dictates the process that must be followed in order to contract services of certain disciplines. Under this premise, the City issued Request for Qualifications 18-19-07 - Engineering, Mapping, and Landscape Architecture Services on March 8, 2019 and subsequently received 32 Statements of Qualifications (SOQs) for all eight disciplines advertised.

The first three disciplines reviewed are as follows:

1. Landscape Architecture
2. Moveable Bridges
3. Environmental/Geotechnical
4. Structural

An evaluation committee was formed to first review and score the SOQs based upon the following criteria:

- SOQ completeness;
- Any known past performance;
- Willingness and ability to meet time and budget constraints;
- Location and availability of staff;
- Staff experience;
- Project approach; and
- References.

This initial review resulted in a shortlist of up to five firms per discipline. Next, the shortlisted firms were invited to present before the committee after which the firms were re-ranked. The presentations were scored based on the following criteria:

- Method of Presentation,
- Capability & Approach, and
- Responses to Questions.
POLICY / PURPOSE
The purpose of this item is to request for ranking approval and permission to enter into contract negotiations with selected consulting firms.

STRATEGIC PLAN RELEVANCE
These changes will support the City’s Goal 3 (Proactively maintain and improve infrastructure that meets the future needs of the City) by ensuring the City has access to numerous pre-qualified firms who can provide the full spectrum of engineering services given any potential project, situation, or emergency event.

ANALYSIS / DISCUSSION
It is recommended the City enter into contracts with the three firms with the highest final score from each discipline. It is advantageous to contract with multiple firms within a discipline to ensure operational flexibility with changing consultant availabilities, and it provides the ability to engage with firms that have unique specializations, technologies, or knowledge.

The top 3 firms in rank order for each discipline are as follows:

(3) Landscape Architecture
- Kimley-Horn
- Genesis-Halff
- Hardeman Kempton

(5) Moveable Bridges
- Hardesty & Hanover
- AECOM

(6) Environmental/Geotechnical
- Cardno
- Michael-Baker
- Arehna

(7) Structural
- Cardno
- Michael-Baker
- Infrastructure Consulting & Engineering

The remaining steps within the CCNA process are for the Commission to approve the final rankings and to provide staff with permission to negotiate with the firms, in the ranked orders. Upon successful negotiations, staff will return to the commission with proposed contracts for consideration and approval.

FUNDING
No funds are being requested at this time.

RECOMMENDATIONS
Staff recommends that the City Commission approve the rankings of the evaluation committee and provide permission to negotiate with the top three firms in each of these disciplines.

**ATTACHMENT(S)**
- RFQ 18-19-07 - Notice(s) of Ranking: Disciplines 3, 5, 6, & 7

**MOTION**

I move to approve and authorize the City Manager or his designee to enter into contract negotiations with the top ranked firms for disciplines 3, 5, 6 and 7 within RFQ 18-19-07.
29 July 2019

NOTICE OF RANKING

Solicitation Title: Engineering/Mapping/Landscape Architectural Services
Solicitation Number: RFQ 18-19-07 | 3 – Landscape Architecture

Please be advised that the City of Treasure Island Procurement Coordinator and evaluation committee are satisfied that the above-referenced solicitation has gone through the required ranking process. The committee recommends entering into negotiations with the firms in the order below:

1. Kimley-Horn
2. Genesis-Halff
3. Hardeman Kempton

The submittals and presentations from the vendors listed here have been deemed to meet all the demands stated in the given solicitation. This notice is not to be considered the final award of the contract. The City Commission must still agenda and approve this ranking—allowing staff to enter into negotiations—and the final award of the contract at future meetings. Please contact the City’s Procurement Coordinator for any other questions.

Sincerely,

Michael Munger
Management Analyst | Procurement Coordinator
### RFQ 18-19-07 | ENGINEERING, MAPPING & LANDSCAPE ARCHITECTURAL SERVICES

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<tr>
<td><strong>Kimley-Horn</strong></td>
<td>MH</td>
<td>15</td>
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<td></td>
<td>SB</td>
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<td><strong>Hardeman Kempton</strong></td>
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</tbody>
</table>
NOTICE OF RANKING

Solicitation Title: Engineering/Mapping/Landscape Architectural Services
Solicitation Number: RFQ 18-19-07 | 5 – Moveable Bridges

Please be advised that the City of Treasure Island Procurement Coordinator and evaluation committee are satisfied that the above-referenced solicitation has gone through the required ranking process. The committee recommends entering into negotiations with the firms in the order below:

1. Hardesty & Hanover
2. AECOM

The submittals and presentations from the vendors listed here have been deemed to meet all the demands stated in the given solicitation. This notice is not to be considered the final award of the contract. The City Commission must still agenda and approve this ranking—allowing staff to enter into negotiations—and the final award of the contract at future meetings. Please contact the City’s Procurement Coordinator for any other questions.

Sincerely,

Michael Munger
Management Analyst | Procurement Coordinator
NOTICE OF RANKING

Solicitation Title: Engineering/Mapping/Landscape Architectural Services
Solicitation Number: RFQ 18-19-07 | 6 – Environmental/Geotechnical

Please be advised that the City of Treasure Island Procurement Coordinator and evaluation committee are satisfied that the above-referenced solicitation has gone through the required ranking process. The committee recommends entering into negotiations with the firms in the order below:

1. Cardno
2. Michael Baker
3. Arehna

The submittals and presentations from the vendors listed here have been deemed to meet all the demands stated in the given solicitation. This notice is not to be considered the final award of the contract. The City Commission must still agenda and approve this ranking—allowing staff to enter into negotiations—and the final award of the contract at future meetings. Please contact the City’s Procurement Coordinator for any other questions.

Sincerely,

Michael Munger
Management Analyst | Procurement Coordinator
### Firm Names

<table>
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<td><strong>Arehna</strong></td>
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<td><strong>Michael Baker</strong></td>
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<td>16.0</td>
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<td>75.7</td>
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</table>

**Discipline:** 6 - Environmental/Geotechnical

**Date:** 25-Jun-2019

---

**Arehna**

**Cardno**

**Michael Baker**
8 July 2019

NOTICE OF RANKING

Solicitation Title: Engineering/Mapping/Landscape Architectural Services
Solicitation Number: RFQ 18-19-07 | 7 – Structural

Please be advised that the City of Treasure Island Procurement Coordinator and evaluation committee are satisfied that the above-referenced solicitation has gone through the required ranking process. The committee recommends entering into negotiations with the firms in the order below:

1. Cardno
2. Michael-Baker
3. Infrastructure Consulting & Engineering

The submittals and presentations from the vendors listed here have been deemed to meet all the demands stated in the given solicitation. This notice is not to be considered the final award of the contract. The City Commission must still agenda and approve this ranking—allowing staff to enter into negotiations—and the final award of the contract at future meetings. Please contact the City’s Procurement Coordinator for any other questions.

Sincerely,

Michael Munger
Management Analyst | Procurement Coordinator
## RFQ 18-19-07 | ENGINEERING, MAPPING & LANDSCAPE ARCHITECTURAL SERVICES

**Discipline:** 7 - Structural  
**Date:** 8-Jul-2019

### Firm Names

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<td><strong>Infrastructure Consulting &amp; Engineering</strong></td>
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<td><strong>Michael Baker</strong></td>
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<td>16.7</td>
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**Total:** 91.3  
**Total:** 72.3  
**Total:** 84.0
BACKGROUND
Three regular seats alongside the two alternate seats on the Code Enforcement Board need to be considered for reappointment.

<table>
<thead>
<tr>
<th>Code Enforcement Board</th>
<th>Name</th>
<th>Title</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jeffrey Allen</td>
<td>Member</td>
<td>8/31/2021</td>
</tr>
<tr>
<td></td>
<td>Dana Ball</td>
<td>Chair</td>
<td>8/31/2019</td>
</tr>
<tr>
<td></td>
<td>Karen Barnett</td>
<td>Member</td>
<td>8/31/2021</td>
</tr>
<tr>
<td></td>
<td>Dennis Fagan</td>
<td>Vice Chair</td>
<td>8/31/2019</td>
</tr>
<tr>
<td></td>
<td>Diana Law</td>
<td>Member</td>
<td>8/31/2020</td>
</tr>
<tr>
<td></td>
<td>Raquel Lopez-Escobar</td>
<td>Member</td>
<td>8/31/2021</td>
</tr>
<tr>
<td></td>
<td>Belinda Lunn</td>
<td>Member</td>
<td>8/31/2019</td>
</tr>
<tr>
<td>Alternate(s)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>James Baldwin</td>
<td>Member</td>
<td>8/31/2019</td>
</tr>
<tr>
<td></td>
<td>Marcus Wilson</td>
<td>Member</td>
<td>8/31/2019</td>
</tr>
</tbody>
</table>

POLICY / PURPOSE

Chapter 2 of the Code of Ordinances calls for the appointment of a 7-member Code Enforcement Board to be appointed by a majority of the City Commission by resolution for a term of three years. Section 2-131 states that members shall be residents of the City. It also states that no appointed member shall serve longer than six consecutive years, unless upon the sixth year expiration there is no available and qualified candidate to replace said expiring member, in which case, the appointment may be renewed beyond six consecutive years for an additional term. Partial terms shall not be counted toward the six-year term limitation.

STRATEGIC PLAN RELEVANCE
Goal 4, Objective 3: To support residents, business owners and visitors alike to be good stewards of our environment.

ANALYSIS / DISCUSSION

On August 31, 2019 Dana Ball and Belinda Lunn will have both served two full terms on the Code Enforcement Board. Our Code of Ordinances states members can only serve executive two terms.

Dennis Fagan has completed one term and is eligible and willing to serve another.

Alternate James Baldwin has chosen to no longer serve on the Code Enforcement Board.

Alternate Marcus Wilson is eligible and willing to serve as a regular member.

One application to serve on the Code Enforcement Board has been received and is attached. The application was submitted by Tim Bradford who is eligible and willing to serve.

FUNDING

There is no cost. Members serve without compensation.

RECOMMENDATIONS

Staff recommends the City Commission appoint members to fill the three current vacancies and to serve as regular members of the Code Enforcement Board for a term to expire on August 31, 2022. Commissioners should seek individuals who would be willing to serve as alternates on the Code Enforcement Board.

MOTION

I move to approve and authorize the adoption of Resolution 2019-12, appointing the following three individuals to serve on the Code Enforcement Board for a three year term that will expire on August 31, 2022. 1. ________________  2. ________________  3. ________________

ATTACHMENTS

- Application for Appointment
- Resolution 2019-12
APPLICATION OF BOARD AND COMMITTEE

City's advisory board and committees play an important role in the operations of the City of Treasure Island. Unlike the City Commission, members of these bodies are appointed, not elected. Some of the boards and committees require members to meet specific qualifications. But while each body differs in its area of responsibility and requirements for appointment, they all have one common requirement; they depend on citizens willing to serve their city. The advisory boards and committees are subject to the State of Florida, Sunshine Law and all meetings are advertised and open to the public. All applicants must reside in the City of Treasure Island.

If you are interested in serving on a City board or committee, please download the application. You can print the application and mail to the City Clerk’s Office at 120 108th Avenue, Treasure Island, FL 33706, or email the application.

For questions and inquiries, please send an email to: cityclerk@mytreasureisland.org.

APPLICANT INFORMATION

Name
Tim Bradford

Primary Phone
727-798-7526

E-mail Address
Timbradford7168@gmail.com

Address
4 Marina Terrace Treasure Island FL 33706

Are you a registered voter in Pinellas County? Are you a resident of Treasure Island? Which district do you live in?
○ Yes ○ Yes District 3
○ No ○ No

Please indicate any City of Treasure Island boards or committees on which you currently serve:
N/A

Please list any City of Treasure Island boards or committees on which you have previously served:
N/A

CHOICE OF BOARD OR COMMITTEE

Attachment: application t. bradford (2125 : Annual Code Enforcement Board Appointments)
Please choose the Board for which you wish to apply. If applying for more than one Board, you must number in order of your preference.

1st Choice: Code Enforcement Board

2nd Choice: Sustainability Committee

**QUALIFICATIONS**

Briefly describe your professional, educational, and/or volunteer experience and skills relative to the board or committee applying for.

On a monthly basis I review the City’s website minutes to stay informed of the efforts and obstacles that TI faces. In addition to attending meetings, Dennis Fagen (VC) encouraged residents to give back and apply to support the CF Board.

Why are you interested in serving on the board?

Similar to the above- Dennis Fagen (VC) encouraged residents to give back and apply to support the CF Board.

May we automatically submit your application when vacancies occur?

☐ Yes

☐ No

**STATE OF FLORIDA REPORTING REQUIREMENTS**

Section 760.80, Florida Statutes, requires that the City annual submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

- Race
  - African American
  - Hispanic American
  - Asian American
  - Native American
  - Caucasian
  - Other

- Gender
  - Female
  - Male

- Disability
  - Physically Disabled
  - Not Physically Disabled

**ACKNOWLEDGEMENT**

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to faithfully and fully perform the duties of my office, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature: TB

Date: 05/03/2019
RESOLUTION NO. 2019-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA APPOINTING INDIVIDUALS TO SERVE ON THE CODE ENFORCEMENT BOARD; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, three vacancies will exist on the above mentioned board of the City of Treasure Island effective August 31, 2019; and

WHEREAS, The City Commission desires to appoint or reappoint District members for three year terms expiring on August 31, 2022; and

WHEREAS, the City Commission, after due consideration, has determined that filling the member vacancies is in the best interest of the City of Treasure Island; and

WHEREAS, the City of Treasure Island Commission, after due consideration, has determined that filling the member vacancies is in the best interest of the City of Treasure Island.

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

Section 1. The following individuals shall be appointed to the Code Enforcement Board for a term of three years.

______________  ______________  _____________

Section 2. This Resolution is effective September 1, 2019.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 20th day of August, 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
BACKGROUND

One seat on the Planning & Zoning Board needs to be considered for appointment.

<table>
<thead>
<tr>
<th>Planning &amp; Zoning Board / Local Planning Agency</th>
<th>Name</th>
<th>Position</th>
<th>Appointment Date</th>
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</thead>
<tbody>
<tr>
<td>Diana Crabilll</td>
<td>Member</td>
<td>8/31/2020</td>
<td></td>
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<tr>
<td>Richard Harris</td>
<td>Chair</td>
<td>8/31/2019</td>
<td></td>
</tr>
<tr>
<td>Ric Krebs</td>
<td>Vice Chair</td>
<td>8/31/2021</td>
<td></td>
</tr>
<tr>
<td>Bruce Popper</td>
<td>Member</td>
<td>8/31/2020</td>
<td></td>
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<tr>
<td>Ross Sanchez</td>
<td>Member</td>
<td>8/31/2021</td>
<td></td>
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<tr>
<td>Dan Younkman</td>
<td>Member</td>
<td>8/31/2020</td>
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<tr>
<td>Linda Driscoll</td>
<td>Member</td>
<td>8/31/2020</td>
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</table>

POLICY / PURPOSE

Chapter 70 of the Code of Ordinances calls for the appointment of a 7-member Planning and Zoning Board. Section 70-2 of this Chapter states that members shall be residents of the City. Section 70-3 states that there shall be one member of the planning and zoning board appointed from each election district from within the city, who shall be appointed by the City Commission based upon the recommendation from the City Commissioner elected from that district. It also states that no appointed member shall serve longer than six consecutive years, unless upon the sixth year expiration there is no available and qualified candidate to replace said expiring member, in which case, the appointment may be renewed beyond six consecutive years for an additional term. Partial terms shall not be counted toward the six-year term limitation.

STRATEGIC PLAN RELEVANCE

Goal 4, Objective 3: To support residents, business owners and visitors alike to be good
stewards of our environment.

ANALYSIS / DISCUSSION

On August 31, 2019 Richard Harris will have completed two full terms on the Planning & Zoning Board. He has expressed an interest in having his second term extended and has submitted an application to be considered. Our Code of Ordinance does state that no member shall serve more than two terms unless there are no other candidates. We do have another candidate.

Resident Lynn Fisher has expressed her interest to serve her community by sitting on the Planning & Zoning Board/Local Planning Agency and has submitted her application. She is eligible and willing to serve.

FUNDING

There is no cost. Members serve without compensation.

RECOMMENDATIONS

Staff recommends the City Commission consider making an appointment to fill the vacancy on the Planning & Zoning Board / Local Planning Agency for a term to expire August 31, 2022.

ATTACHMENTS

- Applications for Appointment
- Resolution 2019-13
APPLICATION FOR APPOINTMENT TO BOARD OR COMMITTEE

Please indicate your preference of board or committee:

☐ Beach Stewardship Committee  ☑ Planning & Zoning Board
☐ Code Enforcement Board
☐ Other - Please Specify _______________________ 

Are you a Treasure Island Resident? ☐ Yes ☐ No

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

Name Lynn Fisher Phone 937-269-4404
Address 11055 8TH ST E, Treasure Island
Email Lynkay5@Aol.com

Present Occupation retired

If retired, what was your last occupation? I'm retired from AT&T. I spent 18 years in their Engineering Department as an Outside Plant Engineer.

Please list any special education, skills, or talents that would be beneficial to the appointment you are seeking: My skills include a knowledge of permits, easements, building setback, road right-of-way and reading construction prints. My job requirement included working with municipalities, developers and other utility companies to provide service for new call sites and business developments.

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

GENDER ☐ Male ☑ Female PHYSICALLY DISABLED ☐ Yes ☐ No

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

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

Signature ___________________________ Date 1/28/19

Submit your completed application to the Office of the City Clerk by:

Email - cityclerk@mytreasureisland.org; Fax (727) 547-4582; or Mail - City Hall, 120 108th Street, Treasure Island, FL 33706

For Office Use Only - District 2

Attachment: application I. fisher (2126 : Annual Appointments to Planning & Zoning BoardLocal Planning Agency)
APPLICATION FOR APPOINTMENT TO BOARD OR COMMITTEE

Please indicate your preference of board or committee:

☐ Beach Stewardship Committee
☐ Code Enforcement Board
☐ Other - Please Specify

☐ Planning & Zoning Board

Are you a Treasure Island Resident?

☐ Yes  ☐ No

Are you available for:

Daytime meetings  ☐ Yes  ☐ No

Evening meetings  ☐ Yes  ☐ No

Name

Richard D. Harris

Address

324 Bay Plaza, Treasure Island, FL 33706

Email

beachcat37@gmail.com

Present Occupation

Civic Engineer

If retired, what was your last occupation?

______________________________

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

GENDER

☐ Male  ☐ Female

PHYSICALLY DISABLED

☐ Yes  ☐ No

RACE

☐ African-American

☐ Native-American

☐ Asian-American

☐ Caucasian

☐ Hispanic-American

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

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

Signature

2-1-2019

Submit your completed application to the Office of the City Clerk by:

Email - cityclerk@mytreasureisland.org; Fax (727) 547-4582; or Mail - City Hall, 120 108th Street, Treasure Island, FL 33706
RESOLUTION NO. 2019-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA APPOINTING INDIVIDUALS TO SERVE ON THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, one vacancy will exist on the above mentioned board of the City of Treasure Island effective August 31, 2019; and

WHEREAS, The City Commission desires to appoint a District member for a three year term expiring on August 31, 2022; and

WHEREAS, the City Commission, after due consideration, has determined that filling the member vacancy is in the best interest of the City of Treasure Island; and

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

Section 1. The following individual shall be appointed to the Planning & Zoning Board for a term of three years.

__________________

Section 2. This Resolution is effective September 1, 2019.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 20th day of August, 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
DATE: July 26, 2019

TO: Garry Brumback, City Manager

FROM: Cathy Hayduke, Recreation Director

SUBJECT: Authorize the City Manager for the Execution of Purchase Authority to Pinellas Diesel Service, Inc. in an amount of $20,874.00 for Fiscal Year 2019 for the repairs to the 2008 Ford 550 Bus, Vehicle #528

BACKGROUND
In July 2016, the City purchased a used 2008 Ford 550 passenger bus in the amount of $38,000 to replace the 1998 Thomas passenger bus. The bus is utilized for summer and winter camps, and to provide shuttle services from remote locations for various events and for future senior trips. City buses are also used for emergency operations as outlined in the Comprehensive Emergency Management Plan (CEMP).

POLICY / PURPOSE
To request authorization from the City Commission to authorize the City Manager to spend up to $20,874.00 on repairs that will have a total of more than $10,000.

STRATEGIC PLAN RELEVANCE
N/A

ANALYSIS / DISCUSSION
Due to the City’s purchasing requirements for the Commission to approve expenditures over $10,000, the Recreation Department is requesting authorization for the City Manager to authorize repairs to the 2008 Ford 550 passenger bus for utilization for various Recreation Department programs and events.

The 2008 Ford 550 is in need of a new engine as the engine is hydro locked and the pistons are bent. Hydro locking occurs when engine coolant enters a cylinder and the head gasket is compromised. The engine will be replaced with a remanufactured engine. The city mechanics received two quotes from Pinellas Diesel Service, Inc. in the amount of $20,873.86 and from Dynamic Diesel Works, Inc. in the amount of $22,948.34.

Staff has considered the feasibility of repairing the Ford 550 bus or renting buses from an outside source for its programs and events. Staff has received verbal quotes from Pinellas
County Schools, Assured Transportation, Destiny Transportation and Pure Limo ranging in costs from $11,950 to $26,950 for a ten week summer camp program. This estimated costs do not include winter camp, Sanding Ovations off-site parking shuttle or senior trips.

<table>
<thead>
<tr>
<th>Pinellas County Schools</th>
<th>Assured Transportation</th>
<th>Destiny Transportation</th>
<th>Pure Limo</th>
</tr>
</thead>
<tbody>
<tr>
<td>$29.00 per hour</td>
<td>$275.00 for 4 hours</td>
<td>$275.00 for 5 hours</td>
<td>$115.00 per hour</td>
</tr>
<tr>
<td>$1.50 per mile</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCSB does not rent the 1st or 10th week of summer camp due to county use</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To be utilized for the summer and winter camps, the transportation companies will be required to comply with the Level 2 Background Screening requirement for all staff which is required for all persons around children in a school, daycare or camp setting for more than 10 hours per month as per Florida Statute.

**FUNDING**

Funding for the repairs will be charged to the Contingency Fund, account 001-5191-99900.

**RECOMMENDATIONS**

Staff recommends fixing the Ford 550 passenger bus to utilize for summer and winter camps, events, senior trips and for emergency operations as outlined in the CEMP. Upon replacement of the 1999 Thomas school bus, staff will again evaluate the feasibility of purchasing a new/used bus or renting from an outside source.

Therefore, it is recommended that the City Commission authorize the City Manager to approve expenditures up to $20,874.00 for repairs to the 2008 Ford 550 passenger bus for utilization for various Recreation Department programs and events.

**ATTACHMENTS**

- **QUOTE from Pinellas Diesel Service, Inc.**
- **QUOTE from Dynamic Diesel Works, Inc.**

**MOTION**

I move to approve and authorize the City Manager Purchase Authority to Pinellas Diesel Service, Inc. in an amount of $20,874.00 for Fiscal Year 2019 for the repairs to the 2008 Ford 550 Bus, vehicle # 528.
## Estimate #23162 Sub-Estimate #1

**CITY OF TREASURE ISLAND**

**Vehicle**: 2008 Ford F550 Super Duty (LIMO BUS)  
**Tag/State**: XD8877 / FL  
**VIN**: 1FDAF56R68EA24609  
**Last Mileage**: 92388  
**Created**: 7/19/2019 11:00:40 AM  
**Odometer In**: 92388  

<table>
<thead>
<tr>
<th>Qty</th>
<th>Code/Tech*</th>
<th>Reference</th>
<th>Description</th>
<th>Condition</th>
<th>Unit Price</th>
<th>Price</th>
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<tbody>
<tr>
<td>1</td>
<td>MISC</td>
<td>FACTORY REMAN DROP IN ENGINE</td>
<td>ENGINE DOES NOT COME WITH VERTICAL EGR</td>
<td>$15,750.00</td>
<td>$15,750.00</td>
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<tr>
<td>1</td>
<td>MISC</td>
<td>VERTICAL EGT COOLER</td>
<td>$517.26</td>
<td>$517.26</td>
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<tr>
<td>4</td>
<td>NAF DEX</td>
<td>DEX-COOL ANTI-FREEZE - ORANGE (DC, AFD, 1DEX)</td>
<td>New</td>
<td>$26.65</td>
<td>$106.80</td>
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<tr>
<td>1</td>
<td>MISC</td>
<td>MISC SUPPLIES / PARTS THAT MAY BE NEEDED</td>
<td>$500.00</td>
<td>$500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>L R&amp;R</td>
<td>R&amp;R COMPLETE DROP IN ENGINE</td>
<td>$100.00</td>
<td>$4,000.00</td>
<td></td>
<td></td>
</tr>
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</table>

**Labor**  
**Parts**  
**Sublet/Misc.**  
**Shop Supplies**  
**Charges**  
**Sales Tax**  
**Tax @ $20,873.86 * 7.0000%**  

**Estimate**  

$22,335.03
Pinellas Diesel Service, Inc.
3900 Airway Circle
Clearwater FL 33762
727-327-8425
Fuel Injection & Diesel Engine Specialist
Authorized Dealer Perkins Diesel Engines
MV-06822

7/22/2019 11:55 AM

Estimate #23162 Sub-Estimate #1
City of Treasure Island
Estimate #23162 Sub-Estimate #1

CITY OF TREASURE ISLAND

IF VEHICLE IS NOT PICKED UP WITHIN 72 HOURS AFTER THE COMPLETION OF WORK PERFORMED, CUSTOMER AGREES TO A DAILY STORAGE FEE OF NOT MORE THAN $25.00. CUSTOMER FURTHER AGREES THAT REPAIR SHOP WILL NOT BE HELD LIABLE FOR THE VEHICLE OR ARTICLES LEFT IN THE VEHICLE IN CASE OF FIRE, THEFT, ACCIDENTS OR OTHER CAUSES BEYOND OUR CONTROL. MY VEHICLES MAY BE DRIVEN BY YOUR EMPLOYEES FOR ROAD TESTING AT MY RISK.

THIS REPAIR SHOP CHARGES FEES FOR WASTE DISPOSAL OF FLUIDS AND OTHER HAZARDOUS MATERIALS AS WELL AS A FEE FOR SHOP SUPPLIES. THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL. (S.599.904(4)) THE STATE OF FLORIDA REQUIRES A $1.00 FEE TO BE COLLECTED FOR EACH NEW TIRE SOLD IN THE STATE (S.403.718), AND A $1.50 FEE TO BE COLLECTED FOR EACH NEW OR REMANUFACTURED BATTERY SOLD IN THE STATE (S.403.7185)

THERE MAY OR MAY NOT BE A CHARGE FOR AN ESTIMATE UP TO $59.95 DEPENDING UPON THE TYPE OF PROBLEM DESCRIBED BY THE CUSTOMER.

PLEASE READ CAREFULLY. CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.00.

_____ I REQUEST A WRITTEN ESTIMATE

_____ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $___________. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

_____ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED__________________________________________DATE__________________

I DO______ I _____ DO NOT REQUEST THE RETURN OF REPLACED PARTS.

MY METHOD OF PAYMENT WILL BE____CASH____CHECK______CREDIT CARD

WHEN ESTIMATING LABOR TIMES, EITHER FLAT OR HOURLY RATES MAY APPLY. IF WE ARE
Estimate for Services

CITY OF TREASURE ISLAND
120 108TH AVE
TREASURE ISLAND, FL 33706

2008 Ford - F550 Super Duty - 6.4L, V8 (391CI) VIN(R)
Lic #: CTI-528 - FL
Odom. In: 923

VIN #: 1FDAF56R68EA24609

<table>
<thead>
<tr>
<th>Part Description / Number</th>
<th>Qty</th>
<th>Sale</th>
<th>Ext</th>
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<tbody>
<tr>
<td>REMAN ENGINE</td>
<td>1.00</td>
<td>16,054.12</td>
<td>16,054.12</td>
</tr>
<tr>
<td>8C3Z-6007-AARM EGR COOLER</td>
<td>1.00</td>
<td>517.00</td>
<td>517.00</td>
</tr>
<tr>
<td>8C3Z-9P456-C GASKET</td>
<td>1.00</td>
<td>5.98</td>
<td>5.98</td>
</tr>
<tr>
<td>8C3Z-9E933-A GASKET</td>
<td>1.00</td>
<td>5.68</td>
<td>5.68</td>
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<td>8C3Z-9E933-B</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>15W40 CJ-4 ENGINE OIL</td>
<td>16.00</td>
<td>4.87</td>
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<tr>
<td>7386 RADIATOR HOSES</td>
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</tr>
<tr>
<td>1 FAN BELTS AND TENSIONERS</td>
<td>1.00</td>
<td>575.82</td>
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<td>1 NEW RADIATOR</td>
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<td>828.79</td>
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<td>1 EXTENDED LIFE-YELLOW</td>
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<td>49.57</td>
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<tr>
<td>1 AUTO. TRANS. FLUID</td>
<td>6.00</td>
<td>4.99</td>
<td>29.94</td>
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<tr>
<td>7353 R-134A/C CHARGE COOLANT</td>
<td>1.00</td>
<td>19.98</td>
<td>19.98</td>
</tr>
<tr>
<td>r134 SCHRADER VALVE</td>
<td>2.00</td>
<td>5.50</td>
<td>11.00</td>
</tr>
<tr>
<td>MEI8900 A/C CHARGE OIL</td>
<td>4.00</td>
<td>9.04</td>
<td>36.16</td>
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<td>2487 MISC. PARTS AS NEEDED IF NEEDED.</td>
<td>1.00</td>
<td>300.00</td>
<td>300.00</td>
</tr>
<tr>
<td>MISC Shop Supplies</td>
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<td></td>
<td>-40.00</td>
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<tr>
<td>FREIGHT</td>
<td></td>
<td></td>
<td>177.40</td>
</tr>
</tbody>
</table>

## Estimate for Services

**CITY OF TREASURE ISLAND**  
120 108TH AVE  
TREASURE ISLAND, FL  33706  
OFFICE: 727-235-5980  FAX: 727-547-4587

**2008 Ford - F550 Super Duty - 6.4L,V8 (391CI) VIN(R)**  
Lic #: CTI-528 - FL  
Odom. In: 923i  
VIN #: 1FDAF56R68EA24609

<table>
<thead>
<tr>
<th>Part Description / Number</th>
<th>Qty</th>
<th>Sale</th>
<th>Ext</th>
<th>Labor Description</th>
<th>Hours</th>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:** $22,948.34

Teardown Estimate: I understand that my vehicle will be reassembled within ___ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts. Dynamic Diesel Works is not responsible for loss of damage to vehicles or articles within vehicles in case of fire, theft or any other event. Any quote/estimate is confidential to the above signed and Dynamic Diesel Works.

Signature ______________________  Date ________________  Time ______________________

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Parts/Supplies: 19,270.94  Labor: 3,677.40  Total: $22,948.34

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Packet Pg. 68
DATE: August 15, 2019

TO: Garry Brumback, City Manager

FROM: Amy Davis, Finance Director / Assistant City Manager

SUBJECT: Approve Bond Validation Complaint

BACKGROUND
On August 6, 2019 the City Commission approved the Purchase and Sale Agreement for property located at 10451 Gulf Blvd. in Treasure Island to be used as The City of Treasure Island City Hall. The bond ordinance was approved earlier this year on June 4, 2019, however, the bond validation process was postponed until the Sale and Purchase Agreement was executed.

Staff instructed the City’s note/bond counsel to proceed with the filing of the bond validation compliant to begin the process last week, following the execution of the purchase and sale agreement to maintain the timeline needed to meet the closing date of the agreement.

POLICY/PURPOSE
To the initiation of the bond validation process by approving the filing of the bond validation complaint filed August 12, 2019.

STRATEGIC PLAN RELEVANCE
Goal 2: Create and maintain functional and cost-effective City facilities and grounds to serve the needs of the community.

ANALYSIS / DISCUSSION
There will be steps from now through the end of the year the City will take to meet the conditions of the Purchase and Sale Agreement such as the due diligence process as well as the bond validation and subsequent financing process through issuance of a bank loan Request for Qualification or Bid. At this point, the due diligence and the initiation of the bond validation have begun and will be done simultaneously.
The bond validation complaint was filed by the City’s bond counsel on Monday, August 12, 2019 and is attached. The next step of the bond validation process will be for the Court to issue the order to show cause and set the hearing date.

**FUNDING**

The purchase, renovation and costs associated with borrowing will be paid for out of the future loan proceeds.

**RECOMMENDATIONS**

Staff recommends the approval of initiation of the bond validation process by filing the complaint on behalf of the City of Treasure Island on August 12, 2019 for a Non-Ad valorem Revenue Note, Series 2019, a bank loan of up to $8,000,000 for the purchase and renovation of the property located at 10451Gulf Blvd to be used as City of Treasure Island City Hall.

**MOTION**

I move to approve initiating the bond validation process and authorize the filing of the complaint on behalf of the City of Treasure Island on August 12, 2019 for a Non-Ad valorem Revenue Note, Series 2019, a bank loan of up to $8,000,000 for the purchase and renovation of the property located at 10451Gulf Blvd to be used as City of Treasure Island City Hall.

**ATTACHMENTS**

Bond Validation Complaint and exhibits filed August 12, 2019
EXHIBIT 1
ORDINANCE
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 causeday revenues and federal and state revenue sharing funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

There is hereby created and established the "City of Treasure Island, Florida Non-Ad Valorem Revenue Note, Series 2019 (City Hall Purchase/Renovate Project) Debt Service Fund" (the "Debt Service Fund"), which fund shall be a trust fund held by the Finance Director, which shall be held solely for the benefit of the Owner as provided herein. The money in the Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Ordinance shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.
The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Note, the Debt Service Fund established hereby. Such depository or depositories 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 indemnify 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 undismissed or undischarged.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRST READING and PUBLIC HEARING on the 21st day of May, 2019.
SECOND READING and PUBLIC HEARING on the 4th day of June, 2019.
PUBLISHED in the Tampa Bay Times on the 24th day of May, 2019.

ATTEST:

Ruth Nickerson, City Clerk

APPROVED AS TO FORM:

Jennifer Cowan, City Attorney

Lawrence Luan, Mayor
EXHIBIT 2
CITY CHARTER
PART I

CHARTER*

Article I. Powers

Sec. 1.01. Creation and powers.
Sec. 1.02. Extraterritorial powers.
Sec. 1.03. Construction.

Article II. Corporate Limits

Sec. 2.01. Corporate limits.

Article III. Legislative

Sec. 3.01. City commission—Powers and composition.
Sec. 3.02. Same—Qualifications.
Sec. 3.03. Same—Election, terms.
Sec. 3.04. Mayor; vice-mayor.
Sec. 3.05. Prohibitions.
Sec. 3.06. Vacancies; forfeiture of office; filling of vacancies.
Sec. 3.07. Procedure.
Sec. 3.08. Charter officer provision.
Sec. 3.09. Ordinances and resolutions in general.
Sec. 3.10. Emergency ordinances.
Sec. 3.11. Budget adoption.
Sec. 3.12. Appropriation amendments during the fiscal year.
Sec. 3.13. Authentication; recording, disposition of Charter amendments, ordinances, resolutions.

Article IV. Administrative

Sec. 4.01. City manager.
Sec. 4.02. Appointment; qualifications; removal; compensation.
Sec. 4.03. Acting city manager.
Sec. 4.04. Powers, duties of city manager.
Sec. 4.05. Supervision of departments.
Sec. 4.06. Personnel system.
Sec. 4.07. City clerk.
Sec. 4.08. Deputy city clerk.
Sec. 4.09. City attorney.

*Editor's note—Part I contains the Charter of Treasure Island, Florida, as adopted by referendum on March 7, 1978. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original Charter. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.
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Sec. 4.10. Finance.

Article V. Qualifications and Elections

Sec. 5.01. Nonpartisan elections.
Sec. 5.02. Qualifications.
Sec. 5.03. Form of ballots.
Sec. 5.04. Elections.
Sec. 5.05. Commission districts; adjustment of districts.

Article VI. General Provisions

Sec. 6.01. Charter review committee.
Sec. 6.02. Charter amendment.
Sec. 6.03. Separability.
Sec. 6.04. Headings, subheadings.
Sec. 6.05. Voting percentages.

Article VII. Initiative, Referendum and Recall

Sec. 7.01. [Qualified electors have power of initiative, referendum, recall.]
Sec. 7.02. Initiative, referendum—Commencement of proceedings.
Sec. 7.03. Same—Petitions.
Sec. 7.04. Same—Same—Procedure for filing.
Sec. 7.05. Referendum petitions; suspension of effect of ordinance.
Sec. 7.06. Action on petitions.
Sec. 7.07. Results of election.

Article VIII. Transition Schedule

Sec. 8.01. Continuation of former Charter provisions.
Sec. 8.02. Ordinances preserved.
Sec. 8.03. Rights of officers, employees.
Sec. 8.04. Pending matters.
Sec. 8.05. Schedule.
Sec. 8.06. Deletion of obsolete schedule items.
ARTICLE I. POWERS

Section 1.01. Creation and powers.

The City of Treasure Island shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and provide municipal services, and may exercise any power for municipal purposes except as otherwise prohibited by law and this Charter.


Section 1.02. Extraterritorial powers.

(a) Except as limited herein, the City of Treasure Island shall have the power to acquire, by purchase, condemnation or otherwise, take, hold, lease, sell, grant, convey and encumber such real and personal or mixed property, or interest therein, whether within or without the limits of the city as may be necessary for any of the purposes of the city, and to improve, sell, lease, mortgage, pledge or otherwise dispose of same, or any part thereof, including real estate or any interest therein, not necessary or required for public use or that may have become unsuitable for public use, to the same extent that a natural person may do.

(b) Limitations. Notwithstanding paragraph (a), all parks, wherever located, and public lands within the city limits of the City of Treasure Island that are contiguous to or provide water access including, but not limited to, the Gulf of Mexico beaches, Boca Ciega Bay and Blind Pass, including rights-of-way and access easements, may not be sold, leased beyond three (3) years, traded or given away absent the passage by an affirmative vote of four fifths (4/5) of the city commission, and approval by the electorate, or by a vote of the electorate through initiative or referendum as provided for in article VII. Notwithstanding any other provisions of this Charter or other law providing for the use of the power of eminent domain, the City shall not use the power of eminent domain to take private property for the purpose of making the property so taken available for a private commercial, financial, retail or industrial enterprise.

(Ord. No. 05-01, § 1, 1-11-05; Ord. No. 10-12, § 1, 12-21-10/3-8-11)

Const. law reference—Extraterritorial powers, Fla. Const., art. VIII, § 2(c).

Section 1.03. Construction.

The powers of the city shall be construed liberally in favor of the city, limited only by the constitution, general law and specific limitations contained herein. Future special acts pertaining to the jurisdiction and exercise of powers by this city shall be considered amendments to this Charter and, pursuant to the provisions adopted for incorporation of other Charter amendments, shall be incorporated as official amendments to the Charter.

The word "he" shall refer to both genders.

Supp. No. 21 CHT:3
§ 2.01
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ARTICLE II. CORPORATE LIMITS

Section 2.01. Corporate limits.

The boundaries of the area which shall be included in the City of Treasure Island hereby created shall be as follows:

From the southeast corner of Section 15, Township 31 South, Range 15 East, run north along the east boundary of said Section 15, 1950 feet more or less to the centerline of John’s Pass Channel for a point of beginning; then run north 46 degrees east to the centerline of Government Channel in Boca Ciega Bay; thence southerly along said centerline of Government Channel to a point 870 feet northerly of and measured at right angles to the centerline of the bridge across Blind Pass as established by the right-of-way of State Road No. 689 (Gulf Boulevard); thence run southwesterly parallel to said bridge centerline to the center of Blind Pass Channel to a point 40 feet south of the south boundary of 74th Avenue, extended; thence south 60 degrees west, 10 miles along a line parallel to said extension of 74th Avenue; thence north to a point south 46 degrees west from the point of beginning; thence north 46 degrees east to the point of beginning.

ARTICLE III. LEGISLATIVE

Section 3.01. City commission—Powers and composition.

There shall be a nonpartisan city commission with all legislative powers of the city vested therein consisting of five (5) members, who shall be qualified electors of the city, one of them to be known and designated as mayor-commissioner and the other four (4) members to be known as commissioners. In addition to the powers set forth in this Charter and set forth by the Florida Constitution and the statutes of the State of Florida, the city commission shall have the powers and authority to inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs.


Section 3.02. Same—Qualifications.

Each commissioner shall be a qualified elector of the district in which he or she serves. The mayor-commissioner shall be a qualified elector of the city. The commission shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office. A member who is specifically charged with conduct constituting grounds for forfeiture of his office as defined in Section 3.06(b) shall be given written charges and be entitled to public hearing on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the city at least one week in advance of the hearing.

(Ord. No. 16-10, § 1, 6-7-16)

Note—The changes made to § 3.02 as set out in Ord. No. 16-10, § 1, adopted June 7, 2016, were adopted by the electorate through a referendum, as a part of the November 8, 2016, election.

Supp. No. 21

CHT:4
Section 3.03. Same—Election, terms.

The regular election of the city commission shall be held on the second Tuesday in March of each year, in the manner provided in Article V of this Charter and shall be for two-year terms.
for district commissioners, and a three-year term for the mayor-commissioner, commencing on the Tuesday after the candidates' election of the year elected, and such term shall continue until the Tuesday after such person's successor is elected.

The mayor-commissioner shall be elected by the qualified electors at large for an initial three-year term commencing on the first Tuesday in March of 1997, and on the second Tuesday of March in 2006 and in every third year thereafter. The commissioners from district 1 and district 3 shall be elected by qualified electors from within their respective districts in odd-numbered years and the commissioners from district 2 and district 4 shall be elected by the qualified electors from within their respective districts in even-numbered years.

(Ord. No. 95-3, § 1(3.03), 5-15-95/3-6-96; Ord. No. 95-4, § 1(3.03); 5-16-95/3-6-96; Ord. No. 03-11, § 1, 10-28-03)


Section 3.04. Mayor; vice-mayor.

The mayor shall be a qualified elector of the city elected to a three-year term by the electors of the city. At the first commission meeting after each regular city election, the commission shall elect one of its members as vice-mayor. The mayor shall preside at meetings of the commission and shall be considered a member of the commission, but shall be recognized as head of city government for all ceremonial purposes by the governor for purposes of military law, for service of process and as the city official designated to represent the city in all agreements with other governmental entities or certification to other governmental entities. The mayor shall set forth the agenda for all regular and special meetings of the commission with the approval of the majority of the commission. The mayor shall have no other administrative duties except as required to carry out the responsibilities herein. The vice-mayor shall act as mayor during the absence or disability of the mayor. In case of the death, resignation, or removal of the mayor, the vice-mayor shall serve as mayor until the next election when the office shall be filled pursuant to section 3.06 of this Charter.

(Ord. No. 95-3, § 1(3.04), 5-16-95/3-6-96)

Section 3.05. Prohibitions.

(a) Appointment, removals. Neither the commission nor any of its members shall in any manner dictate the appointment or removal of any city administrative officers or employees whom the manager or any of his subordinates are empowered to appoint, but the commission may express its views and freely and fully discuss with the manager anything pertaining to appointment and removal of such officers and employees.

(b) Interference with administration. Except for the purpose of inquiries and investigation by the commission, all inquiry dealing with any portion of the administrative service of the city with the exception of the following paragraph (subsection c) shall be with the city manager, and neither the commission nor any member thereof shall give any orders to any subordinate or officer of the city either publicly or privately, directly or indirectly.

Supp. No. 14

CHT:5
§ 3.05

TREASURE ISLAND CODE

(c) **Financial audit, management evaluation.** The finances of the city shall, under the direction of the commission, be examined and audited by a certified public accountant at least once a year. Every financial audit shall be a certified audit, and all reports and recommendations of the auditor shall be made directly to the commission. The city commission shall consider and determine the necessity of a professional management evaluation of the administrative activities at least once every five (5) years.

**State law reference—Financial statement, F.S. § 218.32.**

(d) **Holding other office; not to have interest in city contract.** No present or former elected city official shall hold any compensated appointive city office or employment until one year after the expiration of the term for which he has served. No official or appointed member of a board or committee shall hold more than one elected or appointed position in the city. No official or other employee of the city shall have any personal interest in any contract of the city if he thereby, directly or indirectly, gains a profit in money, property, or otherwise; and any such contract in which a city official or employee may be or become interested shall be voidable by the city and shall be voided without delay by the city commission. This shall not be construed to prohibit or restrict volunteer firemen from holding elective or appointive positions with the city, nor shall this section be construed to prohibit an appointed member of a standing board or committee from serving in an appointed capacity on a board or committee appointed for a specific purpose and with a limited duration.

(e) **Ethics.** The commission shall enact, by ordinance, a code of ethics for all elected and appointed officers and employees of the city. The code of ethics shall set standards of conduct equal to or stronger than the standards of conduct established by law.

(f) Neither the Treasure Island Police Department nor the Treasure Island Fire Department shall be abolished by action of the city commission absent:

1) The passage by an affirmative vote of three (3) members of the city commission of an ordinance to abolish either such department; and approval by the registered voters of the abolishment of such department at referendum called by the city commission to consider such question.

2) Nothing herein shall be construed to prevent the commission, by initiative ordinance, or the electorate, by initiative or referendum petition, as set forth below in section 6.02, from resurrecting a new police or fire department, subsequent to abolishment.

(g) **Protection of pending citizen referendum or initiative actions:** Once a citizens initiative petition or a citizens referendum petition is certified as sufficient by the city clerk, as provided for in section 7.04, the city commission shall not introduce any new proposed ordinance(s) which, if passed by the commission before said petitions are voted on by the electorate at the next election, would either defeat or frustrate the intended purposes of the petitions.

No rights in derogation of the provisions of any pending referendum or initiative petition under any ordinance or other action of the City of Treasure Island City Commission, between
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the time the petition is certified sufficient by the city clerk and the certification of the election results on the referred or initiated ordinance, shall be enforced against the City of Treasure Island.

(Ord. No. 99-13, Divs. I, II, 11-9-99; Ord. No. 05-02, § 1, 1-11-05; Ord. No. 05-03, § 1, 1-11-05;
Ord. No. 10-14, § 1, 12-21-10/3-8-11)

State law reference—Code of ethics, F.S. § 112.311 et seq.

Section 3.06. Vacancies; forfeiture of office; filling of vacancies.

(a) Vacancies. The office of a commissioner shall become vacant upon his death, resignation or removal from office in any manner authorized by law or forfeiture of his office; such forfeiture shall be immediately declared by the remaining members of the commission.

(b) Forfeiture of office. A commissioner shall forfeit his office if he lacks at any time during his term of office any qualification for the office prescribed by this Charter or by law, including but not limited to the following:

(1) He is convicted of a felony involving moral turpitude.
(2) He fails to attend four (4) consecutive regular meetings of the commission, unless such absence is excused by the commission.
(3) He fails to attend eight (8) regular commission meetings during a twelve-month period whether excused or not.

(c) Filling of vacancies. A vacancy on the commission shall be filled as follows:

(1) Whenever a vacancy occurs the city commission by a majority vote of the remaining members shall choose within thirty (30) days a successor to serve until the next regular city election, after which time the elected successor for the remainder of the unexpired term of office, if any, shall be elected. The mayor shall make the appointment if the commission cannot agree. If the vacancy be that of a commissioner, the appointee shall be a resident of the district in which the vacancy occurs. If the vacancy is the mayor-commissioner, the vice-mayor shall assume the duties of the mayor until a successor is elected and the appointee shall be from the district of the said vice-mayor. The temporary appointment terminates at the new election of the mayor. All persons who have been appointed to the office as herein provided shall have and possess all of the qualifications required for district commissioners.

(2) Notwithstanding any quorum requirements established herein, if at any time the membership of the commission is reduced to less than a quorum, the remaining members may, by unanimous vote, appoint additional members under subsection (1) above.

(d) Extraordinary vacancies. In the event that all members of the commission are removed by death, disability, law or forfeiture of office, the governor shall appoint an interim commission that shall call a special election as provided in [subsection] (c) above and such election shall be held in the same manner as the first election under this Charter.

(Ord. No. 10-16, § 1, 12-21-10/3-8-11)
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Section 3.07. Procedure.

(a) Meetings. The commission shall meet regularly at least once every month at such times and places as the commission may prescribe by rule. Special meetings may be held on the call of the mayor, vice-mayor, in the absence of the mayor, or of a majority of the members and whenever practicable, upon no less than twelve (12) hours' notice to each member and the public and all meetings shall be public.

(b) Rules, journal. The commission shall determine its own rules and the mayor, with commission approval, shall set the order of business for each regular and special meeting.

(c) Voting. Voting on ordinances and resolutions shall be by roll call or electronic tabulation on final action and the vote of each member of the commission shall be recorded in the journal. A majority of the commission shall constitute a quorum, but a smaller number may adjourn and compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the commission. No action of the commission except as otherwise provided herein shall be valid or binding unless adopted by an affirmative vote of the majority of the quorum present.

(Ord. No. 99-13, Div. III, 11-9-99)

Section 3.08. Charter officer provision.

The following charter officials shall be appointed by the city commission and they shall serve at the pleasure of the city commission for such compensation as may be set by the city commission:

(a) The city manager;

(b) The city attorney;

(c) The city clerk; and deputy city clerk.

Section 3.09. Ordinances and resolutions in general.

"Ordinance" means an official, legislative action of the commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

"Resolution" means an expression of the board of commissioners concerning matters of administration, expression of a temporary character, or a provision for the disposition of a particular item of the administration business of the board of commissioners.

(a) Form. Each ordinance or resolution, except [a] budget ordinance, shall be introduced in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act, section, subsection, or paragraph of a section or subsection.

(b) Procedure. Ordinances shall be adopted in accordance with the procedures set forth by state law.
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(c) Effective date. Except as otherwise provided in this Charter, every adopted ordinance shall become effective in accordance with the provisions set forth by state law.

(d) Action requiring an ordinance. In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the city commission shall be by ordinance which:

1. Adopt or amend an administrative code or establish or abolish any city department or agency;

2. Establish a rule or regulation the violation of which carries a penalty;

3. Levy taxes authorized by general law;

4. Grant, renew or extend a franchise;

5. Set service or user charges for municipal services or granting administrative authority for such charges by resolution;

6. Authorize the borrowing of money not inconsistent with the limitations in the constitution and general law of the state and this Charter;

7. Convey or lease or authorize by administrative action the conveyance or lease of any lands of the city not inconsistent with the limitations set forth in this Charter;

8. Amend or repeal any ordinance previously adopted, except as otherwise provided in Article VII with respect to repeal of ordinances reconsidered under the referendum power.

(Ord. No. 99-13, Divs. IV, V, 11-9-99; Ord. No. 05-04, § 1, 1-11-05)

Section 3.10. Emergency ordinances.

To meet a public emergency affecting life, health, property or the public peace, the commission may adopt one or more emergency ordinances, but such ordinances shall not levy taxes, grant, renew or extend a franchise, set user or service charges for any municipal services or authorize the borrowing of money except as provided under the emergency appropriations provisions of this section.

(a) Form. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.

(b) Procedure. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of three (3) members of the commission shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.

(c) Effective date. Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.
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(d) Repeal. Every emergency ordinance except emergency appropriations shall automatically stand repealed as of the sixty-first day following the date on which it was adopted, but this shall not prevent reenactment of the ordinance under regular procedures, or if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

(e) Emergency appropriations. The commission may make emergency appropriations in the manner provided in this section. To the extent that there are no available unappropriated revenues to meet such appropriations, the commission may by such emergency ordinance authorize the issuance of emergency notes which may be renewed as necessary.

(Ord. No. 10-17, § 1, 12-21-10/3-8-11)

Section 3.11. Budget adoption.

The commission shall by ordinance adopt the budget on or before the thirtieth day of September of each year. If it fails to adopt the budget by that date, the commission, by resolution, may direct that the amounts appropriated for current operations for the current fiscal year shall be deemed adopted for the ensuing fiscal year for a period of thirty (30) days and renewed by resolution each thirty (30) days with all items in it prorated accordingly, until such time as the commission adopts a budget for the ensuing fiscal year. An ordinance adopting an annual budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.


Section 3.12. Appropriation amendments during the fiscal year.

(a) Supplemental appropriations. If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the commission, by ordinance, may make supplemental appropriations for the year up to the amount of such excess.

(b) Reduction of appropriations. If any time during the fiscal year it appears probable to the manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the commission without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The commission shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.

(c) Limitations; effective date. No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

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Section 3.13. Authentication; recording, disposition of Charter amendments, ordinances, resolutions.

(a) Authentication. The presiding officer of the commission and the person charged with keeping the journal shall authenticate by their signatures all ordinances and resolutions adopted by the commission. In addition, when Charter amendments have been approved by the qualified electors, the presiding officer of the commission and the person charged with keeping the journal shall authenticate by their signatures the Charter amendment, such authentication to reflect the approval of the Charter amendment by the electorate.

(b) Recording. The person charged with keeping the journal shall keep properly indexed books in which shall be recorded, in full, all ordinances and resolutions passed by the commission. Ordinances shall, at the direction of the commission, be periodically codified. The person charged with keeping the journal shall also maintain the City Charter in current form and shall enter all Charter amendments and send a copy of the revised Charter incorporating amendments to the secretary of state's office.

(c) Printing. The commission shall, by ordinance, establish procedures for making all resolutions, ordinances, technical codes adopted by reference, and this Charter available to the people of the city for public inspection and available for purchase at cost.

ARTICLE IV. ADMINISTRATIVE

Section 4.01. City manager.

There shall be a city manager who shall be the chief administrative officer of the city. The manager shall be responsible to the commission for the administration of all city affairs placed in his charge by or under this Charter.

Section 4.02. Appointment; qualifications; removal; compensation.

(a) Appointment. A city manager shall be appointed for an indefinite term by four-fifths (4/5) affirmative vote of all the commission members.

(b) Qualifications. The city manager shall serve at the pleasure of the commission and shall be appointed solely on the basis of his executive and administrative qualifications with specific reference to his actual experience or his knowledge of accepted practice with respect to the duties of his office herein set forth. He shall be a graduate of an accredited college or university with a degree or degrees in subjects related to his responsibility in the administration of the city.
A thorough background investigation shall be conducted by the city commission including former employment, references, credit check and criminal identification check. A written report shall be prepared and shall be permanently filed in the city records. The city manager shall reside within the boundaries of the City of Treasure Island within six (6) months of his appointment unless specifically exempted by the commission.

(c) Removal. The commission may remove a manager by resolution on a three-fifths (3/5) affirmative vote of all its members. A copy of the resolution shall be delivered to the manager.

(d) Compensation. The compensation of the manager shall be fixed by the commission and shall not be reduced during his tenure, except as part of a general salary cutback.

Section 4.03. Acting city manager.

By letter filed with the commission, the manager shall designate, subject to approval of the commission, a qualified city administrative officer to exercise the powers and perform the duties of manager during his temporary absence or disability. During such absence or disability, the commission by a majority of its members may revoke such designation at any time and appoint another officer of the city to serve until the manager shall return or his disability shall cease.

Section 4.04. Powers, duties of city manager.

The power and the authority of the city manager is expressly limited to that described herein and he shall not enter into any agreements, negotiations or other arrangements with any groups, organizations, governmental bodies or individuals requiring policy-making decisions by the commission without the prior knowledge and approval of the body.

The city manager shall:

(a) Appoint, and when he deems it necessary for the good of the city, suspend or remove all city employees and appointed administrative officers provided for by or under this Charter, except as otherwise prohibited by law, this Charter or personnel rules adopted pursuant to this Charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency;

(b) Direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this charter or by law;

(c) Attend all commission meetings and shall have the right to take part in discussion but may not vote;

(d) Enforce all laws, provisions of this Charter and acts of the commission, subject to enforcement by him or by officers subject to his direction and supervision;

(e) Prepare and submit the annual budget, budget message and budget ordinance. Prepare and submit a five-year capital program, which shall enumerate the projected improvements and projects in an order of priority, the proposed source of financial
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support in relationship to each enumeration, projected costs shall be expressed in terms of dollar amounts, millage when ad valorem tax is proposed, or percentage of the revenue source proposed as support;

(f) Submit to the commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;

(g) Make such other reports as the commission may require concerning the operations of the city departments, offices and agencies, subject to his direction and supervision;

(h) Keep the commission fully and continuously advised as to the financial condition and future needs of the city and make recommendations to the commission concerning the affairs of the city as he deems desirable;

(i) Sign contracts on behalf of the city pursuant to the provisions of appropriations ordinances;

(j) Perform such other duties as are specified in this Charter or may be required by the commission;

(k) The manager shall develop and keep current an administrative code for the purpose of implementing ordinances passed by the commission.

Section 4.05. Supervision of departments.

Except as otherwise provided in this Charter or by general law, the city manager will be responsible for the supervision and direction of all departments, agencies or offices of the city. All departments, offices and agencies under the direction and supervision of the manager shall be administered by an officer appointed by and subject to the direction and supervision of the manager. With the consent of the commission, the city manager may serve as the head of one or more such departments, offices or agencies, or may appoint one person as the head of several departments.

Section 4.06. Personnel system.

All appointments and promotions of city officials and employees except those specifically exempted by ordinance, shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence and to this end, the commission shall, by ordinance, establish a career service system.
(Ord. No. 99-13, Div. VI, 11-9-99)

Section 4.07. City clerk.

The city clerk shall be head of the department of records and [shall] coordinate these duties with the city manager. The city clerk shall:

(a) Give notice of commission meetings to its members and the public and shall keep the record of its proceedings which shall be a public record.

(b) Be custodian of all records, documents and papers of the city.

(c) Attest all contracts and agreements to which the city is a party.
(d) Be custodian of the seal of the city and is authorized to affix same to such instruments of writing as is necessary.

(e) Supervise the city elections.

(f) Be responsible for the supervision of all city clerk department personnel.

(g) Administer oaths as necessary.

(h) Attend all meetings of the commission and such other boards as may be designated by the commission and keep a true and correct record of all such proceedings.

(i) Maintain the schedules and rules pertinent to the Charter and ordinance reviews, provided for in Article VII pertaining to "Initiative, Referendum and Recall," and advise the commission accordingly.

(j) Perform such other duties as may be required by the commission as well as other duties as required by the Laws of Florida, and further, the city clerk shall comply with administrative regulations.

(k) Until such time as the commission shall appoint a city clerk, the city manager shall exercise all the duties, functions and powers of the city clerk as herein provided.

Section 4.08. Deputy city clerk.

The deputy city clerk shall act in the absence of the city clerk as described in section 4.07 above.

Section 4.09. City attorney.

The city attorney shall advise the city in all legal matters and perform any other duties prescribed by the Charter or by general law or by the commission. The city attorney shall be an attorney admitted to and having authority to practice in the State of Florida.

Section 4.10. Finance.

(a) Budget, budget message. The city manager shall submit the annual budget and budget message in a manner and form to be specified by ordinance. The budget message shall outline proposed financial policies for the city for the ensuing fiscal year, shall take into consideration major changes from the current year of financial policies, expenditures and revenues and shall likewise take into consideration the city's debt position. In addition, the budget shall set out the following:

(1) Proposed expenditures for current operations during the ensuing fiscal year detailed by department, offices and agencies in terms of their respective work programs and the method of financing such expenditures.

(2) Proposed capital expenditures during the ensuing fiscal year detailed by departments, offices and agencies when practicable, and the proposed method of financing such capital expenditures.
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(3) Anticipated net surplus for the ensuing fiscal year of each utility owned or operated by the city and the proposed method of its disposition with subsidiary budgets for each utility giving detailed income and expenditure information is to be attached as an appendix to the budget. The total of proposed future commitments in any one fiscal year shall not exceed the total of estimated income.

(b) Municipal borrowing. The city commission shall exercise from time to time the full authority granted by the Constitution of the State of Florida and Florida Statutes to borrow money, contract loans and issue bonds as defined by Florida Statutes; to finance the undertaking of any capital or other project for purposes permitted by the state constitution and may pledge the funds, credit, property and taxing power of the municipality for the payment of such debts and bonds. The said borrowing power shall only be exercised upon an affirmative vote of four-fifths (4/5) majority of the city commission and if required by the state constitution, by affirmative vote of the electors of the municipality, subject only to the following conditions:

(1) The outstanding debt of the city, excluding debt directly related to the Treasure Island Causeway, shall not exceed three and one-half (3 1/2) percent of the city’s annual assessed valuation of the total taxable property within the City of Treasure Island. No single project shall be approved for debt financing by the city commission without an affirmative vote of the electors of the municipality, if the cost of said project shall exceed fifteen (15) percent of the three and one-half (3 1/2) percent debt limitation set out above.

(2) The total annual debt service of the city including required reserves but excluding all debt service revenue relating directly to the Treasure Island Causeway, shall never exceed twenty (20) percent of the annual total revenue of the city from all sources excluding causeway revenues and federal and state revenue sharing funds.

(3) In accepting any bid on the obligations of the city, the commission shall be required to accept the bid which produces the lowest net interest cost for the indebtedness incurred, but the commission shall have the power to refuse all bids.

(4) In the preparation of any bond, the commission shall give particular consideration to all factors that will achieve the highest possible rating of the national bond rating services and secure the lowest net interest cost for the indebtedness incurred.

ARTICLE V. QUALIFICATIONS AND ELECTIONS*

Section 5.01. Nonpartisan elections.

All qualifications and elections for the office of city commission or mayor shall be conducted on a nonpartisan basis without regard for or designation of political party affiliation of any nominee or any nomination petition or ballot.

Section 5.02. Qualifications.

Candidates for the office of city commissioner or mayor shall qualify for such office by the filing of a written notice of candidacy with the designated official at such time and in such manner as may be prescribed by ordinance.

Section 5.03. Form of ballots.

The commission, by ordinance, shall prescribe the form of the ballot including the method for listing candidates for city commission and mayoral elections and any other elections. A charter amendment to be voted on by the city shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement describing the substance of the measure without argument or prejudice.

Section 5.04. Elections.

Regular city elections shall be held on the second Tuesday in March. If only one candidate qualifies for any one of the city commission seats or for the office of mayor to be filled, his name shall not appear on the ballot. Any candidate receiving a majority of all votes cast in the election shall be declared the winner. In the event that no candidate for a particular office shall receive a majority of all votes cast at the regular city election, then and in that event, the candidate who receives the greatest number of votes shall be declared the winner. In the event that there is a tie, then the winner or winners shall be determined by the drawing of straws, with the person or persons drawing the longest straw or straws being declared the winner.

(Ord. No. 95-4, § 1, 5-16-95/3-6-96; Ord. No. 04-09, § 1, 11-9-04; Ord. No. 10-29, § 1, 12-21-10/3-8-11)

Section 5.05. Commission districts; adjustment of districts.

(a) Number of districts. There shall be four (4) city commission districts.

(b) Districting commission. No less than once every ten (10) years the city commission shall review the need for redistricting the commission districts within the city. Should the city commission find that said redistricting or adjustment of district boundaries is necessary, the commission may appoint nine (9) qualified electors of the city who shall comprise the districting commission. Electors chosen shall not be employed by the city in any other capacity. Two (2) electors shall be chosen from each district as proposed by the district commissioner and one elector shall be proposed by the mayor.

(c) Report; specifications. Within one hundred twenty (120) days of appointment, the districting commission shall file with the official designated by the commission a report containing a recommended plan for adjustment of the commission district boundaries to comply with these specifications:

(1) The districts shall be based upon the principal of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state;

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(2) The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a commission member.

(d) Support. It shall be the responsibility of the city manager to provide staff assistance and technical data to the districting commission.

(e) Procedure. The procedure for the commission's consideration of the report shall be the same as for other ordinances, provided that if any summary of the ordinance is published pursuant to the Charter and general law, it must include both the map and description of the recommended districts.

(f) Failure to enact ordinance. The commission shall adopt a redistricting ordinance at least ninety (90) days before the next regular city election, provided that the report of the districting commission is received by the commission at least one hundred fifty (150) days before the said next regular city election. If the commission fails to enact a redistricting ordinance at least ninety (90) days before the next regular city election, the report of the districting commission shall go into effect and have the effect of an ordinance. Should the districting commission's report not be received before the one hundred fifty (150) days before the next regular city election, then the commission shall not be required to adopt a redistricting ordinance until ninety (90) days prior to the next regular city election following the year in which the report was received. If the commission fails to adopt the ordinance ninety (90) days prior to the next election, the report shall automatically become effective.

(g) Effect of enactment. The new commission districts and boundaries, as of the date of enactment, shall supersede previous commission districts and boundaries for all the purposes of the next regular city election, including qualifications. The new districts and boundaries shall supersede previous districts and boundaries for all other purposes as of the date on which all commission members take elected office subsequent to the date when the new districts went into effect.

(Ord. No. 10-39, § 1, 12-21-10/3-3-11)

ARTICLE VI. GENERAL PROVISIONS

Section 6.01. Charter review committee.

The city commission shall consider the necessity for review of this Charter no later than once every five (5) years. If, in the opinion of the majority of the city commission, review of said Charter is advisable, the city commission may appoint a charter review committee to conduct said review and make recommendations to the city commission.

Section 6.02. Charter amendment.

This Charter may be amended in two (2) ways:

(a) Initiation by ordinance. The city commission may, by ordinance, propose amendments to any part or all of this Charter, except Article II prescribing boundaries, and upon passage of the initiating ordinance shall place the proposed amendment to a vote of the electors at the
next general election held within the city or at a special election called for such purpose. Amendment of Article II resulting from annexation done in accordance with general law shall be by ordinance of the commission and shall not be subject to a vote of the electors except as provided by general law.

(b) *Initiation by petition.* Pursuant to the applicable provisions set forth in article VII of this Charter, the electors of the city may propose amendments to the Charter by petition signed by at least twenty-five (25) percent of the total number of qualified electors registered to vote in the last regular city election.

**Section 6.03. Separability.**

In the event any section, paragraph or provision hereof is held to be invalid by a court of competent jurisdiction, such shall not affect this Charter as a whole or any other section, paragraph or provision hereof, but shall be restricted and solely limited to the section, paragraph or provision held invalid.

**Section 6.04. Headings, subheadings.**

The headings and subheadings as used herein are for reference purposes only and shall not be construed to limit any of the sections, paragraphs or provisions hereof.

**Section 6.05. Voting percentages.**

As used throughout this Charter, whenever any Charter provision, or ordinance enacted under its authority, requires a majority vote of the electorate, that shall mean a simple majority of those actually voting, and not a majority of all who had the right to vote. Unless otherwise provided by general law, this provision shall apply retroactively to all Charter provisions and ordinances enacted thereunder.

(Ord. No. 05-05, § 1, 1-11-05)

**ARTICLE VII. INITIATIVE, REFERENDUM AND RECALL**

**Section 7.01. [Qualified electors have power of initiative, referendum, recall.]**

(a) *Initiative.* The qualified electors of the city shall have power to propose ordinances to the commission and, if the commission fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a city election, provided that such power shall not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees.

(b) *Referendum.* The qualified electors of the city shall have power to require reconsideration by the commission of any adopted ordinance and, if the commission fails to repeal an ordinance so reconsidered, to approve or reject it at a city election, provided that such power shall not extend to the budget or capital program or any emergency ordinance or ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees.
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(c) Recall. The qualified electors of the city shall have power to remove from office any elected officers of the city in accordance with the recall procedure as provided by Florida State Statutes.

State law reference—Recall of elected officials, F.S. § 100.361.

Section 7.02. Initiative, referendum—Commencement of proceedings.

(a) Not less than five (5) nor more than twenty (20) qualified electors may commence initiative or referendum proceedings by filing with the city clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.

(b) Promptly after the affidavit of the petitioners' committee is filed, the city clerk may, at the committee's request, issue the appropriate petition blanks to the petitioners' committee at the committee's expense.

(Ord. No. 10-20, § 1, 12-21-10/3-8-11)

Section 7.03. Same—Petitions.

(a) Number of signatures. Initiative or referendum petitions must each be signed by qualified electors of the city equal in number to at least twenty (20) percent of the total number of qualified electors registered to vote at the last regular city election.

(b) Form, content. All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.

(c) Affidavit of circulator. Each paper of a petition shall have attached to it, when filed, an affidavit executed by the circulator thereof stating he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be the genuine signature of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

(d) Time for filing petitions. Referendum petitions must be filed within ninety (90) days after the city commission fails to repeal the ordinance sought to be reconsidered, and initiative petitions shall be filed within ninety (90) days after obtaining the initial signature on such petition.

(Ord. No. 99-13, Div. VIII, 11-9-99; Ord. No. 05-06, § 1, 1-11-05)
Section 7.04. Same—Same—Procedure for filing.

(a) Certificate of clerk; amendment. Within fifteen (15) working days after the initiative petition is filed and five (5) working days for a referendum petition, the city clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by registered mail. Grounds for insufficiency are only those specified in section 7.03. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioner's committee files a notice of intention to amend it with the clerk within two (2) working days after receiving the copy of the certificate and files a supplementary petition upon additional papers within ten (10) working days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of subsections (b) and (c) of section 7.03 and within five (5) working days after it is filed, the clerk or other official designated by the commission, shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request the commission to review under subsection (b) of this section within the time required, the clerk shall promptly present his certificate to the commission and the certificate shall then be a final determination as to the sufficiency of the petition.

(b) Commission review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two (2) working days after receiving the copy of such certificate, file a request that it be reviewed by the commission. The commission shall review the certificate at its next meeting following the filing of such request for review and approve or disapprove the certificate of insufficiency. The commission's determination shall then be a final determination as to the sufficiency of the petition.

Section 7.05. Referendum petitions; suspension of effect of ordinance.

When a referendum petition is filed with the city clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

(a) There is a final determination of insufficiency of the petition,

(b) The petitioners' committee withdraws the petition,

(c) The commission repeals the ordinance,

(d) After a vote of the city electorate on the ordinance has been certified.

Section 7.06. Action on petitions.

(a) Action by commission. If the commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days after the date the petition was finally determined sufficient, it shall submit the proposed ordinance to the electors of the city. If the
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commission fails to repeal the referred ordinance within sixty (60) days after the date this petition was finally determined sufficient, it shall submit the referred ordinance to the electors of the city.

(b) Submission to electorate. The vote of the qualified electors of the city on a proposed or referred ordinance shall be held not less than sixty (60) days and not later than one hundred twenty (120) days from the date that the petition was determined sufficient. If no regular city election is to be held within the period described in this subsection, the commission shall provide for a special election, except that the commission may, at its discretion, provide for a special election at an earlier or later date within the described period. Copies of the proposed or referred ordinance shall be made available at the polls.

(c) Withdrawal of petitions. An initiative or referendum petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the city by filing with the city clerk a request for withdrawal signed by no less than seventy-five (75) percent of the petitioners' committee rounded up to the next whole number. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

(Ord. No. 10-22, § 1, 12-21-10/3-8-11; Ord. No. 10-31, § 1, 12-21-10/3-8-11)

Section 7.07. Results of election.

(a) Initiative. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(b) Referendum. If a majority of the qualified electors voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

(c) Amending or repealing initiative or referendum law. Any local ordinance voted into effect, or repealed, by the electorate pursuant to initiative or referendum procedures, respectively, as set forth in this Charter, shall only be subsequently amended or repealed by the electorate at the polls. This section shall be retroactive, as allowed by general law. This section shall not be construed to prevent the city commission from adopting Charter amendments, or initiated ordinances, through the procedures set forth above in sections 6.02(a) and 7.01, respectively. Nor shall it be construed to prevent the city commission from placing ballot questions, on its own motion, for consideration or reconsideration by the electorate, of any initiative or referendum ordinance.

(Ord. No. 05-07, § 1, 1-11-05; Ord. No. 10-23, § 1, 12-21-10/3-8-11)

ARTICLE VIII. TRANSITION SCHEDULE

Section 8.01. Continuation of former Charter provisions.

All provisions of Laws of Fla. ch. 31322, (the former Charter), as amended by special law or otherwise which are not inconsistent with this Charter, shall become ordinances for the city subject to modification or repeal in the same manner as other ordinances of the city.

Supp. No. 14

CHT:20
Section 8.02. Ordinances preserved.

All ordinances in effect upon the adoption of this Charter, to the extent not inconsistent with it, shall remain in force until repealed or changed as provided herein.

Section 8.03. Rights of officers, employees.

Nothing in this Charter except as otherwise specifically provided shall affect or impair the rights or privileges of persons who are city officers or employees at the time of adoption. Elected officers shall continue to hold their offices and discharge the duties thereof until their successors are elected.

Section 8.04. Pending matters.

All rights, claims, action, orders, contracts and legal or administrative proceedings involving the city shall continue except as modified pursuant to the provisions of this Charter.

Section 8.05. Schedule.

(a) Time of taking full effect. This Charter, if adopted by the electors, shall be in full force and effect for all purposes after filing with the secretary of state for the State of Florida pursuant to Florida Statutes.

(b) First commission meeting. On the first regular meeting of the city commission following the filing of the adopted Charter, the city commission shall organize under the provisions of Article III of this Charter.

(c) Transition ordinances. The commission shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within sixty (60) days of the first commission meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures in Article III except that transition ordinances shall be effective for up to ninety (90) days after enactment. Thereafter, such ordinances may be readopted, renewed or otherwise continued only in the manner prescribed for normal ordinances in Article III.

(d) Initial salary of commission members, mayor. Members of the commission shall receive an annual salary in the amount of $5,400.00 and the mayor shall receive an annual salary in the amount of $7,800.00. Commissioners, including the mayor, may be authorized to receive reimbursements for any extraordinary travel or other expenses incurred in connection with official duties inside or outside Pinellas County; provided, however that such expenses shall be expressly and specifically authorized by resolution of the city commission. The foregoing salaries for the mayor and commission shall remain effective until changed by ordinance but shall not be increased until provided for, budgeted and adopted in the city's fiscal budget for the budget year following the adoption of said ordinance.

(Ord. No. 79-12, § 1, 11-6-79; Ord. No. 87-6, § 1, 9-15-87; Ord. No. 90-11, § 1, 9-18-90; Ord. No. 96-11, 9-24-96)
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Section 8.06. Deletion of obsolete schedule items.

The commission shall have power, by resolution, to delete from this Article VIII any section, including this one, when all events to which the section to be deleted is or could become applicable have occurred.
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT IN AND FOR PINELLAS COUNTY, FLORIDA CIVIL DIVISION

CITY OF TREASURE ISLAND, FLORIDA, a municipal corporation of the State of Florida,

Plaintiff,

vs.

STATE OF FLORIDA, and the taxpayers, property owners and citizens of the City of Treasure Island, Florida, including nonresidents owning property or subject to taxation therein, and others claiming any right, title or interest in property to be affected by the issuance of the note herein described or to be affected in any way thereby,

Defendants.

CASE NO.: 2019-

VALIDATION OF NON-AD VALOREM REVENUE NOTE, SERIES 2019 (CITY HALL PURCHASE/RENOVATE PROJECT), IN A PRINCIPAL AMOUNT NOT TO EXCEED $8,000,000

COMPLAINT FOR VALIDATION

TO THE HONORABLE JUDGES OF THE ABOVE STYLED COURT:

Plaintiff, THE CITY OF TREASURE ISLAND, FLORIDA (the “City”), pursuant to Chapter 75, Florida Statutes, brings this Complaint for Validation (“Complaint”) against Defendant, STATE OF FLORIDA, and the taxpayers, property owners and citizens of the City including nonresidents owning property or subject to taxation therein, and others claiming any right, title, or interest in property to be affected by the issuance by the City of its Non-Ad Valorem Revenue Note, Series 2019 (City Hall Purchase/Renovate Project), in a principal amount not to exceed $8,000,000 (the “Note”) and thereby incurring indebtedness to finance the costs of the acquisition of an existing building and associated land (the “Property”), and design, renovation, expansion and equipping such building, to be used for City Hall purposes, including, without limitation, a community room (collectively, the "Project") as follows:
Preliminary Statement
(Defined Terms)

Unless otherwise defined herein, the capitalized terms in this Complaint have the same meanings as set forth in Ordinance No. 2019-06, enacted by the City Commission of the City (the “City Commission”) on June 4, 2019 (the “Ordinance”) (a true and accurate copy of which is attached as Exhibit 1).

Validation Pursuant to Chapter 75, Florida Statutes
(Venue and Jurisdiction)

1. This Court has jurisdiction pursuant to Section 75.01, Florida Statutes.

2. The City is a municipal corporation duly organized and existing under and by virtue of the laws of the State of Florida and the municipal charter of the City (the “City Charter”) (a copy of the City Charter is attached and incorporated herein as Exhibit 2).

3. All conditions precedent to bringing this action have occurred or have been waived.

Authority to Issue the Note

4. Authority is conferred upon the City under and by virtue of the laws of the State of Florida, particularly Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, the City Charter, and other applicable provisions of law (collectively, the “Act”) to issue the Note as authorized by the Ordinance.

5. The City Charter requires an affirmative vote of four-fifths (4/5) majority of the City Commission to authorize municipal borrowing of money by ordinance. In sessions duly and regularly assembled, the City Commission properly and lawfully enacted the Ordinance by a unanimous vote.

6. In enacting the Ordinance, the City Commission authorized inter alia issuing the Note in order to finance the costs of the Project.

7. The Ordinance properly and lawfully authorized the issuance of the Note.
8. The issuance of the Note for the purposes described herein serves a public purpose, is within the authority of the City, and is authorized and consistent with the Act.

Legislative Findings of the City

9. In the Ordinance, the City Commission ascertained, determined, and declared that:

(A) It is necessary, desirable, and in the best interests of the City 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 City's covenant to budget and appropriate Non-Ad Valorem Revenues and by a pledge of the Pledged Revenues as provided in the Ordinance.

(C) Debt service on the Note and all other payments under the Ordinance shall be payable solely from moneys deposited in the manner and to the extent provided in the Ordinance. The City 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 under the Ordinance or to maintain or continue any of the activities of the City 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 City.

(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 City, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations under the Ordinance.

(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
City to sell the Note at a private negotiated sale, based upon a competitive selection process, and the City 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 City Charter, the City Commission further found and determined that:

(i) The outstanding debt of the City, including the Note, excluding debt directly related to the Treasure Island Causeway (the "Causeway"), does not exceed three and one-half (31/2) percent of the City's annual assessed valuation of the total taxable property within the City.

(ii) The cost of the Project, which is deemed a "single project," does not exceed fifteen (15) percent of the three and one-half (31/2) percent debt limitation set out in (F)(i) above.

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

(G) The City shall subsequently competitively sell the Note in accordance with Section 4.10(b)(3) of the City Charter, and accept the 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 City Charter, the City Commission has given particular consideration to all factors which achieve the highest possible credit quality and lowest effective cost of borrowing.
(I) The Project does not constitute the type of real property transaction that is subject to the requirements of Section 1.02(b) of the City Charter.

10. The findings of the City Commission are true and correct and are entitled to deference as conclusively established.

Security for the Note – The Pledged Revenues

11. In consideration of the acceptance of the Note authorized to be issued under the Ordinance by the holder of the Note, the Ordinance shall be deemed to be and shall constitute a contract between the City and the holder of the Note. The covenants in the Ordinance to be performed by the City shall be for the benefit, protection and security of the holder of the Note.

12. Debt service on the Note will be secured solely by the Pledged Revenues in the manner and to the extent described in the Ordinance. Pursuant to the Ordinance, the “Pledged Revenues” are the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided in the Ordinance, and amounts on deposit from time to time in the Debt Service Fund and the Project Fund as provided in the Ordinance.

13. Debt service on the Note will be further secured by the City’s covenant to budget and appropriate Non-Ad Valorem Revenues subject to the limitations of and all as provided in the Ordinance.

14. The City promised in the Ordinance that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided in the Ordinance according to the true intent and meaning in the Note and the Ordinance. 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 the Pledged Revenues in accordance with the terms of the Ordinance. 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 City except from the Pledged Revenues as described in the Ordinance.

Details of the Note

15. The details of the Note, including without limitation prepayment terms, shall be determined by a Supplemental Resolution, provided, however the Note shall:

(A) be dated as of the date of its execution and delivery;
(B) accrue interest at the initial fixed interest rate or rate set by Supplemental Resolution, provided such interest rate shall in no event exceed the maximum interest rate permitted by the Act;
(C) be in substantially the same form as attached to the Ordinance;
(D) be originally issued in a single denomination equal to the original principal amount thereof; and
(E) have the maturity date of not later than July 1, 2035.

16. The Ordinance provides for certain other details of the Note to be provided by Supplemental Resolution, and provides for the manner of issuance of the Note and application of the proceeds thereof.

WHEREFORE, Plaintiff, THE CITY OF TREASURE ISLAND, FLORIDA respectfully requests the following relief:

A. This Honorable Court issue an order against the State of Florida and against the several taxpayers, property owners and citizens of the City, including nonresidents owning property or subject to taxation therein, and others claiming any right, title or interest in property to be affected by the issuance of the Note or to be affected in any way thereby, including requiring in general terms and without naming them, all persons and each of them and the State of Florida through the State Attorney for the Sixth Judicial Circuit of the State of Florida to appear at a time
and place within the Sixth Judicial Circuit of the State of Florida designated in such order and show cause why the prayers of this Complaint should not be granted, and the Note, and all matters connected therewith, should not be validated and confirmed as prayed herein.

B. The Clerk of this Court cause to be published, as provided in Section 75.06, Florida Statutes, as amended, in a newspaper published in Pinellas County, Florida, a copy of the Order to Show Cause once each week for two consecutive weeks, the first publication to be not less than twenty (20) days before the date set for said hearing.

C. Upon the final hearing, this Honorable Court enter a final judgment validating and confirming the Note, the authority of the City to issue the Note to finance the costs of the Project, the lawfulness of the Project and of the source of security relating to the payment of the Note, the legality of all matters in connection therewith, and any further relief this Court deems necessary.

Respectfully submitted,

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