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

I. CITY MANAGER AND CITY ATTORNEY REPORT

II. DISCUSSION

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

2. Community Survey Review

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

4. Parking License Agreement with Oak Hill Beach House

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

6. Replacement of 3 Public Works Fleet Vehicles

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

8. Authorization to purchase software maintenance support, training and/or supplies from Tyler Technologies in the amount of up to $31,000 for FY 2020

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

III. OLD BUSINESS

IV. CITY COMMISSION REPORTS

V. PUBLIC COMMENT

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

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 120 108th Avenue, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.
DATE: November 18, 2019

TO: Garry Brumback, City Manager

FROM: Stacy Boyles, Asst Director of Public Works

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

BACKGROUND

In 2014, the City was involved in litigation pertaining to vehicles on the beach. As a result, the previous City Manager ceased all unnecessary beach activities requiring vehicles and/or heavy equipment (see Attachment A for details). Since this time, vegetation has filled in along the beach and a group of residents and businesses have requested that the vegetation be removed for aesthetic purposes.

POLICY / PURPOSE

To gauge the City Commission’s interest in submitting a permit application to the Florida Department of Environmental Protection (FDEP) for the removal of beach vegetation from 103rd Avenue to 119th Avenue to mimic the vegetation coverage levels of April 2014.

STRATEGIC PLAN RELEVANCE

Goal 4 of the City’s Strategic Plan is to: *Preserve, protect, and promote the City’s beach.*

ANALYSIS / DISCUSSION

Aesthetics

- A group of residents and businesses are requesting the removal of beach vegetation to recreate the vegetation coverage that was present in 2014 before staff limited beach raking operations. It is understood that some residents have concern over property values and rental attractiveness, while some hoteliers have patrons that would prefer a sandy resort-like atmosphere. Attachment B
shows a comparison of the central beach vegetation coverage in 2014 and 2019. Staff have met with a few of the folks advocating for vegetation removal to suggest alternatives including the addition of dune walkovers for ease of walking through vegetated areas and the facilitation of infill plantings with species that would promote the natural development of dune areas that are considered to be more aesthetically-pleasing.

- Many social media conversations have taken place regarding the vegetation growing on the beach. In staff’s limited reviews of these conversations, there is not a consensus regarding whether sandy areas are valued over vegetated ones.

- At a discussion with the Environment and Sustainability Focus Group for the Parks Master Plan in October, the group stressed the value of the City’s beach as its greatest asset. They understood the importance of maintaining an event space on the beach, but did not share a consensus that all central beach vegetation should be restored to 2014 levels.

**Economic Impact**

It is unknown whether negative economic impacts have been realized by businesses or property owners as a result of additional beach vegetation.

**Environmental Significance**

In February, a local FDEP environmental specialist conducted a site evaluation of the area behind Treasure Sands and identified the majority of the groundcover vegetation as keygrass (also known as shoregrass or salt grass). This species is native and protected under the Coastal Construction Control Line (CCCL) program. Beach vegetation helps to develop sand dunes, prevent erosion, and provides habitat and food to rare and/or endangered animal species including shorebirds and pollinators. Vegetation also helps to block artificial light from nesting and hatching sea turtles. Sand dunes serve as the first line of defense against storms to protect roads and coastal properties by absorbing energy and the impact of tides, storm surges and waves.

**Permitting**

- In July, staff negotiated for the removal of beach vegetation behind Treasure Sands Condominiums with FDEP to include the installation of an ADA-compliant dune walkover that veers southward to avoid the area directly behind the condominiums. Beachgoers often express a desire to have easier paths to transverse the central beach with coolers and beach carts. This is the only known feasible beach location to add an additional ADA-compliant walkover. Funding for the walkover is available through a Pinellas County grant and adding dune walkovers is an objective in the City’s Strategic Plan.

In discussions with FDEP, vegetation removal was not permitted westward of the landward toe of the frontal dune system and an equivalent mitigation planting of sea oats was required, which is shown in green on Attachment C. Other than the mitigation areas, the negotiated removal yielded a condition similar to the pre-litigation condition. No cost estimate was obtained for this project. A permit
application was not submitted for this area, as it was requested that the removal area be expanded to the entire central beach area and exclude mitigation planting.

- If the Commission moves forward with the proposed expanded removal, a CCCL permit application will need to be submitted to FDEP. There have been no conversations at the staff level with FDEP regarding removal to this extent and it is unknown whether the project will be approved. If approved to remove vegetation to 2014-coverage levels, it is likely that any areas exhibiting elevation would be excluded.

- The City maintains an annual beach raking permit that stipulates that equipment stay a minimum of ten feet back from any vegetation. This requirement promotes the growth of vegetation over time as plants grow into that ten foot buffer zone.

Cost to Remove Proposed Vegetation & Maintenance Needs

- Staff has received one estimate for the removal of vegetation from 103rd Ave. to 119th Ave. in the range of $275,000 to $325,000, depending on the resulting weight of the vegetation removed for disposal. Prior to removal, a thorough survey would be needed to clearly mark the removal areas (cost not included). The removal process would take approximately 90 days to complete outside of marine turtle nesting season. Please see Attachment D for details. If the Commission wishes to proceed, staff will solicit formal bids for the project, or due to time constraints prior to nesting season, the Commission may request that the City Manager pursue comparative bids instead.

- Currently, a Public Works facilities employee rakes the beach every other week and it takes three days to complete. This activity often puts a strain on the small division comprised of only four employees (not including two dedicated janitorial staff) that are tasked with maintaining all City facilities, parking lots, street signs, etc. Manual labor projects throughout the year require all four facilities employees such as laying pavers or performing significant repairs to dune walkovers or docks.

With the additional raking that would be needed to keep up with the areas where vegetation is proposed to be removed, a full time beach facilities employee would be needed. The cost to fund another employee in this position would be approximately $42,000 annually from the General Fund.

Ongoing Discussions with FDEP Regarding Events on the Beach

The City Attorney is currently working with FDEP to determine which activities are allowable south of R-132 (near the Bilmar).

FUNDING

Funding for this project has not been budgeted. A permit application to FDEP would cost $500.00. Funding for the permit application can be made available from the General Fund.
Beach Program. The vegetation removal and survey funding would need to be provided via budget amendment from the undesignated General Fund fund balance. The authorized position and the associated funding for the position would also need to be approved by the City Commission via budget amendment to the general fund.

RECOMMENDATIONS

It is requested that the City Commission provide guidance as to whether to proceed with an application to FDEP for beach vegetation removal and to what extent.

ATTACHMENTS

Attachment A - “Beaches” email from Reid Silverboard

Attachment B - Comparison map of vegetation coverage depicting January 2019 and April 2014

Attachment C - Negotiated vegetation removal and replacement behind Treasure Sands Condominiums

Attachment D - Preliminary cost estimate for initial vegetation removal from The Sand Raker

MOTION

I move to approve and authorize the City Manager to submit a permit application to the Florida Department of Environmental Protection for beach vegetation removal from 103rd Avenue to 119th Avenue to replicate the vegetation coverage present in April 2014.
From: Michael Helfrich
To: Brumback, Garry
Cc: Boyles, Stacy
Subject: FW: Beaches
Date: Wednesday, October 09, 2019 8:58:01 AM

2.1.a

From: Silverboard, Reid
Sent: Friday, April 24, 2015 11:22 AM
To: a.b.butler@eastlink.ca; Bildz, Alan <ABildz@mytreasureisland.org>; Minning, Robert <RMinning@mytreasureisland.org>; Patrick Jeffares <pjeffares@mytreasureisland.org>; Collins, Phil <PCollins@mytreasureisland.org>; Silverboard, Reid <rsilverboard@mytreasureisland.org>; Ramsberger, Tim <tramsberger@mytreasureisland.org>
Cc: Michael Helfrich <mhelfrich@mytreasureisland.org>
Subject: FW: Beaches

Dear Ms. Butler:

Thank you for your email about the condition of the beach. I would like to fill you in on why the beach are not being groomed as it has in the past.

Last year the City was sued by the owners of the Page Terrace Motel, the Windjammer Motel, and the Thunderbird Motel for permitting vehicles to drive and park on the public beach as part of the City’s Special Events, claiming that this driving was destroying the dunes and vegetation, damaging the beach, and threatening sea turtle nesting areas. The City contested these allegations and was prepared to prove that its activities were not harming the beach or dunes and were in full compliance with all permits needed from the State environmental agencies and local organizations charged with monitoring sea turtle and bird nesting areas.

While the City was fighting the suit, it was also engaged in mediation with the plaintiffs to try to reach an amicable settlement. These mediation attempts failed. After a Court hearing in which no testimony was presented nor witnesses/experts questioned, the Judge ruled in favor of the plaintiffs and issued a permanent injunction prohibiting the City from permitting vehicular traffic on the beach for any reason except: “‘necessary for cleanup, repair, or public safety,’ or maintenance vehicles as expressly authorized under FL Stat. 161.58.”

Therefore, only police or fire/rescue vehicles, vehicles engaged in repair activities such as repairing dune walkovers, and solid waste type vehicles picking up trash, debris, and litter etc. are permitted on the beach.

This ruling achieved what the plaintiffs were seeking, however, there were also unintended consequences that have far reaching impacts. This meant that the City’s special events have been made untenable. Vendors at the special events can no longer drive on the beach to set up or take down their booths and tents where they sell their products, display and sell their art work or crafts,
or provide food and beverages. The musicians, sound people, stage providers cannot drive or park on the beach to unload/load equipment, stage, lighting, amplifiers, etc. The public can no longer park in the designated, monitored and tightly regulated area set aside for parking and will have to vie for the limited number legal parking elsewhere. Eliminating vendor fees, beer sales and parking fees also eliminated the major funding source for putting on these special events.

In addition there are other crucial unintended consequences of the Court ruling. We can no longer rake the beach to fluff the sand and to keep vegetation from growing, nor can agencies like the Clearwater Marine Aquarium or the Audubon Society drive the beach each morning looking for and marking turtle nests or protected bird nesting areas. Further, it meant our beach vendors are no longer permitted to drive on the beach to service their license area. They now have to walk their license area which can be almost a mile long, to collect fees for use of the cabanas, lounges and umbrellas.

The City immediately appealed the Court order to the District Court of Appeals in Lakeland despite great pressure by some including the plaintiffs not to do so. By appealing, the Judge’s order is Stayed (suspended) until the Court of Appeals can rule. In order to keep the plaintiffs from going to court to lift the Stay, the City agreed that it would honor the injunction except for holding the three special events on the Beach for this year (2015). We would immediately halt all other vehicular driving on the beach except for ‘cleanup, repair, or public safety, or maintenance vehicles’.

This is why the City is no longer raking the beach or allowing the beach concessionaires to drive their vehicles on the beach.

The seaweed that accumulates (wrack line) along the tide line used to be dragged to the low tide line so that it would be washed back into the gulf at high tide. Now we are supposed to leave it in place because of its value to shore life habitat as well as its value to sand retention in the renourishment area. Our beaches in Sunset Beach were renourished less than a year ago and the beach is still going through the stabilization process. Under the renourishment agreement the city has to knock down any scarps that form when they get 18” or higher but can only slope the scarp to a 45 degree angle. This is done to allow sea turtles to get up on the beach. However we are not permitted to regrade the renourished beach in any way.

I know this explanation doesn’t do anything to solve the concerns that you have written about, but I hope you have a better understanding of why the City’s hands are tied. I will make sure that our public works crews do a better job at getting the litter up and keeping the trash cans empty. I believe they have knocked down the scarps at least once this week. I will make sure that the crews emptying the trash cans let the crew that does the scarps know when the scarps need work.

Again thank you for your email and thank you for coming to Treasure Island.

Reid Silverboard, City Manager
City of Treasure Island, FL
120 108th Avenue
Treasure Island, FL 33706
Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office by telephone or in writing.

---

**From:** Foss, Dawn  
**Sent:** Friday, April 24, 2015 9:13 AM  
**To:** Silverboard, Reid; Mayor&Commissioners  
**Subject:** FW: Beaches

Please see below.

*Dawn Foss, MMC*  
*City Clerk*  
*City of Treasure Island*  
dfoss@mytreasureisland.org  
727-547-4575 x 229

---

**From:** Agnes Butler  
**Sent:** Friday, April 24, 2015 9:07 AM  
**To:** cityhall

**Subject:** Fwd: Beaches

Sent from my iPad

Begin forwarded message:

**From:** Agnes Butler <a.b.butler@eastlink.ca>  
**Date:** April 24, 2015 at 8:56:22 AM EDT  
**To:** "cityhall@mytreasureisland.org" <cityhall@mytreasureisland.org>  
**Subject:** Beaches

Hi, I am a tourist staying on Sunset Beach. I came here to see your white sandy beach and paying high money to have beach front. This is poor advertising, the beach is like a garbage dump nowhere to sit only in dirty sea weed that smells and attracts flies and the edge is so high it is difficult to get to the ocean. I know the sea was rough from the storm but we have been here a week now and no effort has been made to clean the beach, and during the weekend the tide was high and everyone were crowded together on the very short cliff at the edge, I have taken lots of pictures of this mess and so upset I might post them on social media. When are you planning to clean up this mess and make it beautiful for us visitors who pay a lot of money to come visit.please please, Agnes  
Ps. This email was written five day ago but I have been having trouble trying to send it. The beach today has gotten worse. It is deplorable and something should be done.  
Sent from my iPad
Blue/brown - mobimat/walkover
Red - vegetation removal areas
Green - sea oat planing areas
Blue line - no seaward removal authorized
## Project Description:

### RE: Proposal to remove overgrown beach vegetation back to 2014 levels.

- **Project limits from 103rd Ave. to 119th Ave.**

### EQUIPMENT:
- CAT 950H Wheel Loader
- Bobcat T450 Track Loader
- Grapple Arm Attach to Bobcat
- John Deere 507SE Tractor
- Dump Truck (SUB OUT)
- York Rake
- (1) Working Foreman
- (2) Operators/Helpers

### SCOPE OF WORK:
- Divide Project into 4 sections South to North
- Scrape off unwanted vegetation & deposit into designated holding/processing area
- Grapple pile to loosen sand from roots & re-deposit into final pile
- Load dump truck for transport to land fill
- Redistribute freed sand back to scraped areas
- York rake to smooth for aesthetic appeal

### TIME FRAME:
- 45 to 90 Days

*All work completed in compliance with Florida Department of Environmental Protection (DEP) guidelines year round along with the Florida Fish and Wildlife Conservation Commission (FFWCC) during marine turtle-nesting season (May 1 to Oct. 31). Beach cleaning is limited to once per week under normal weather conditions. The cleaning operation provides for a 10 ft buffer from all native dune vegetation as per the St of FL DEP Field Permit.*
Proposal

Date | Estimate #
--- | ---
11/14/2019 | 00385

Name / Address
City of Treasure Island
120 108th Avenue
City of Treasure Island, FL 33706
Michael Helfrich

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>COSTS:</td>
<td>$275,000 - $325,000</td>
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</tbody>
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CAVEATS/UNKNOWNNS
*Proposal is on the high side because of so very many unknowns
- Final survey and marked areas to remove is not available making it nearly impossible to accurately figure costs.
- Tipping fees could be anywhere from $25K to $75K depending on survey.
- Weather - Wet materials weigh more than dry.

Happy to discuss ideas/strategies for this project at your convenience.

*All work completed in compliance with Florida Department of Environmental Protection (DEP) guidelines year round along with the Florida Fish and Wildlife Conservation Commission (FFWCC) during marine turtle-nesting season (May 1 to Oct. 31). Beach cleaning is limited to once per week under normal weather conditions. The cleaning operation provides for a 10 ft buffer from all native dune vegetation as per the St of FL DEP Field Permit.
DATE: November 25, 2019

TO: Garry Brumback, City Manager

FROM: Mike Munger, Purchasing Coordinator/Management Analyst

SUBJECT: Community Survey Review

BACKGROUND

The most recent update to the City's current Strategic Plan was as of September 2019 coinciding the adoption of the FY 2020 Budget. At that time it was communicated that the current Strategic Plan needs to be rewritten because much of the objectives have been achieved and the remaining items are obsolete. While this document has set a course for tangible successes, staff has started the early steps to develop a new Strategic Plan for the fiscal years 2021-2025. A special, all-day Saturday workshop has been set with the Commission for February 29, 2020. To be best prepared for the strategic planning effort, a community survey will help take the pulse of our residents and property owners on City operations and community vision.

POLICY / PURPOSE

The purpose of this item is to discuss the survey created by staff to elicit public opinion and comment regarding City operations, goals, and long term strategy.

STRATEGIC PLAN RELEVANCE

This Community Survey will help kick off and inform the 2020 Strategic Planning process; therefore, it serves to further all of the goals of the current-and future-strategic plans.

ANALYSIS / DISCUSSION

Earlier this year a timeline was drafted to replace the FY 2015-2019 Strategic Plan, as the 5-year window was at a close. Knowing that an updated strategic plan helps shape departmental budget requests and Citywide initiatives, it is vital to have this guiding document finalized before the annual budget process begins. The planning and design of the strategic planning will be enhanced if we are able to tap into the pulse of our residents on City operations, what services they value and on their community vision.
A community survey-open to all City residents-can be an ideal method to acquire this data. The survey was developed by a committee made up of City employees who have survey experience and reviewed by our partners at SPC’s Collaborative Labs-our hosts for the February 29, 2020 Strategic Plan workshop event. We believe this document is poised to be a great resource for us to use to for the new strategic plan as well as going forward in future years.

The survey was created to be simple to complete-10 minutes or less-yet able to gather a wide array of data. It is set up into the following sections: general, community, service, and government ratings; utilization; communication; current events; and demographics. Most of these sections are established to capture general baseline information in a consistent format on a year-to-year basis to established trends. Being able to ask the same questions on a period bases and track the responses over time, allows the City to monitor its efforts in addressing operational outcomes. These questions give us objective, longitudinal data that are vital for performance management and process improvement.

The current event section of questions is designed to rotate questions and change year-to-year as emergent topics surface. In preparation for a new 5-year Strategic Plan, staff has developed questions this first year that get at the big goals the public may want pursued. In future years, these questions can be modified to gauge community sentiment on any number of topics and keep the survey itself interesting for the respondents.

Staff has populated this survey online to minimize costs and improve data collection. The survey can be accessed via link or URL code. The plan is for a go-live date on Monday, December 9th and will run for 7 weeks until January 31, 2020. Contact cards have been printed to disseminate to the residents of Treasure Island using the tagline “Pass it On.” We hope this will encourage respondents to do just that: pass on their opinions and pass it on to encourage their neighbors to participate.

“Pass it On” is how this initiative will be branded to include posting the link and URL code to our social media outlets, to include a video of Mayor Lunn encouraging residents to take the survey. After we collect all of the responses, staff will analyze and cross-tab the collected data to identify trends.

**FUNDING**

No funding is requested for this discussion item, incidental marketing costs for the contact cards and/or social media pushes will be paid for from the General Fund’s non-departmental promotional activities account with $1,000 budgeted.

**RECOMMENDATIONS**

N/A

**ATTACHMENT(S)**

FY20 Community Survey

**MOTION**

No motion required for this discussion item.
DRAFT Community Survey QUESTIONS

Rating Questions
For starters, we would like to gather residents’ general assessments of Treasure Island as a whole. These first few questions are intended to gather a broad snapshot of opinions.

1. Overall, how would you describe the quality of life in the City of Treasure Island?
   - Excellent; Good; Fair; Poor; No Opinion | N/A (5 choices)
2. How would you describe the quality of life in your neighborhood?
   - Excellent; Good; Fair; Poor; No Opinion | N/A
3. How would you rate TI as a place to raise a family?
   - Excellent; Good; Fair; Poor; No Opinion | N/A
4. How would you rate TI as a place to retire?
   - Excellent; Good; Fair; Poor; No Opinion | N/A

Treasure Island residents all have different reasons for calling our community home. Please choose up to three (3) reasons why you live in TI:

- It is close to work
- The beach and boating
- My family lives here / I was born here
- It is my seasonal getaway (i.e. not a full-time resident)
- Proximity to events and activities (City events, cultural/arts/music, shopping & dining, water activities)
- Sense of community
- Property values or variety of housing options
- Proximity to good schools
- Amenities (parks, library, facilities, etc.)
- Other (please describe)

The City strives to identify solutions to target significant trends and concerns, for the benefit of all residents. What are your most significant concerns in your community? (choose up to 3)

- Streets and sidewalks
- Criminal activity
- Public parking
- Street or localized flooding
- Short-term rentals
- Environment (e.g. beautification, clean water, etc.)
- Variety of housing options
- Bike and pedestrian safety
- Sea level rise
- Questions about the future of redevelopment
- Other (please describe)
Community Ratings
Because a city is much more than its local government, it is important to understand residents’ views on a broader variety of amenities, events, and issues.
Please rate each of the following characteristics as they relate to Treasure Island as a whole:

1. How would you rate Treasure Island’s sense of community?
   - Excellent; Good; Fair; Poor; No Opinion | N/A
2. How would you rate Treasure Island’s Overall quality of new development?
   - Excellent; Good; Fair; Poor; No Opinion | N/A
3. Variety of housing options
   - Excellent; Good; Fair; Poor; No Opinion | N/A
4. Overall quality of business establishments in TI
   - Excellent; Good; Fair; Poor; No Opinion | N/A
5. Employment opportunities
   - Excellent; Good; Fair; Poor; No Opinion | N/A
6. Access to social events and activities
   - Excellent; Good; Fair; Poor; No Opinion | N/A
7. Opportunities to volunteer and serve your community
   - Excellent; Good; Fair; Poor; No Opinion | N/A
8. Ability to have your voice heard
   - Excellent; Good; Fair; Poor; No Opinion | N/A
9. Quality of overall natural environment in TI
   - Excellent; Good; Fair; Poor; No Opinion | N/A
10. Overall image or reputation of TI
    - Excellent; Good; Fair; Poor; No Opinion | N/A

Utilization
In the last 12 months, about how many times have you or a member of your household done the following (your best guess is good enough):

1. Visited a park or the beach in Treasure Island? ______
2. Went to a City-hosted or -sponsored event? ______
3. Used public transportation? ______
4. Used a ride-sharing app? (Uber or Lyft) ______
5. Watched or streamed a city meeting? ______
6. Applied for a building permit? ______
7. Contacted your Commissioner or the Mayor? ______
8. Contacted a City staff member? ______
9. Used to the City’s website? ______
10. Visited Treasure Bay Golf & Tennis? ______
City Government Ratings

The City is interested in the perceptions and opinions of its services. Please rate each of the following as they relate to operations of the City of Treasure Island:

1. Overall, how would you rate the quality of the services provided by the City of TI?
   - Excellent; Good; Fair; Poor; No Opinion | N/A

2. How would you rate trash, recycling, and weekly yard waste collection?
   - Excellent; Good; Fair; Poor; No Opinion | N/A

3. …the quality of City parks?
   - Excellent; Good; Fair; Poor; No Opinion | N/A

4. …events hosted or sponsored by the City?
   - Excellent; Good; Fair; Poor; No Opinion | N/A

5. …the quality of roads and streets in the City?
   - Excellent; Good; Fair; Poor; No Opinion | N/A

6. …the quality of our public safety officials and emergency responders?
   - Excellent; Good; Fair; Poor; No Opinion | N/A

7. …the City’s website and social media communications?
   - Excellent; Good; Fair; Poor; No Opinion | N/A

8. …the Gulf Beaches Library (in Madeira Beach)?
   - Excellent; Good; Fair; Poor; No Opinion | N/A

9. …the ease of conducting business with the City?
   - Excellent; Good; Fair; Poor; No Opinion | N/A

10. …the quality and cleanliness of the beach?
    - Excellent; Good; Fair; Poor; No Opinion | N/A

Which of the following City services are the most important to you? (choose up to 3)

- Recreation, community events, recreation amenities including Treasure Bay Golf & Tennis
- City parks and the beach
- Garbage, recycling, yard waste collections
- Street, sidewalk, bike lane, and street lighting (walkability and bikeability)
- Public parking
- Zoning, Planning, Code Compliance
- Public safety (Police and Fire/EMS)
- Economic redevelopment
- Stormwater management
- Public communication, civic participation, and outreach
- Water/wastewater
- Other (please describe)
City Performance Rating

Please rate whether you agree or disagree that adequate measures are being taken by the City to:

1. Protect the natural environment (e.g., open space, trees, air quality, water quality, etc.)
   - Strongly Agree; Agree; Neutral; Disagree; Strongly Disagree
2. Reduce solid waste and promote recycling
   - Strongly Agree; Agree; Neutral; Disagree; Strongly Disagree
3. Provide a variety of recreation opportunities, amenities, and events for the community
   - Strongly Agree; Agree; Neutral; Disagree; Strongly Disagree
4. Maintain public infrastructure (e.g. roads, bridges, public buildings, etc.)
   - Strongly Agree; Agree; Neutral; Disagree; Strongly Disagree
5. Plan effectively for the future
   - Strongly Agree; Agree; Neutral; Disagree; Strongly Disagree
6. Prepare the community for an emergency
   - Strongly Agree; Agree; Neutral; Disagree; Strongly Disagree
7. Interact with the City online
   - Strongly Agree; Agree; Neutral; Disagree; Strongly Disagree
8. Preserve and enhance our beach
   - Strongly Agree; Agree; Neutral; Disagree; Strongly Disagree

Communication

The City is interested to discover how our residents learn about City events, operations, and meetings. How much information do you get about the City of TI activities from each of the following sources?

1. Newspapers (online or in print)
   - All; Most; Some; None
2. Direct mail from the City
   - All; Most; Some; None
3. "Word of mouth"
   - All; Most; Some; None
4. City’s website
   - All; Most; Some; None
5. Radio
   - All; Most; Some; None
6. Television, including TI TV
   - All; Most; Some; None
7. The digital sign at City Hall
   - All; Most; Some; None
8. Social media (i.e. Nextdoor or Facebook)
   - All; Most; Some; None
9. Civic groups (e.g. neighborhood associations, chamber of commerce, American Legion)
   - All; Most; Some; None
10. Posters or flyers in public buildings or on bulletin boards
    - All; Most; Some; None
11. Elected officials, including commission meetings
    - All; Most; Some; None
12. Other (please describe)
    - All; Most; Some; None
Current Impact | Hot Topics

- Would you say that Treasure Island is trending in the right or wrong direction, or neither?
  □ Right Direction
  □ Wrong Direction
  □ Unsure

- What do you think is the single most important issue facing TI today? (choose one)

  1. Housing/affordable housing
  2. Sea level rise
  3. Traffic & Speeding
  4. Roads, infrastructure, and bridges
  5. Short-term rentals
  6. Bike & Pedestrian access and safety
  7. Crime
  8. Emergency Planning
  9. Code Compliance violations
  10. Parking
  11. Environment (e.g. water quality)
  12. Tourism
  13. Future development or redevelopment
  14. Something else not listed (please describe)

- If the City had one million dollars to spend—no strings attached—what would you like to see the money be used for?
Demographics

In what area of Treasure Island do you live in or identify with?
- Isle of Capri
- Isle of Palms
- Sunshine Beach
- Paradise Island
- Sunset Beach
- Central Beach / Downtown Treasure Island

Which describes you best?
- Full-time resident
- Seasonal or part-time resident
- Other (please describe)

Which of the following best describes your residence?
- Single-family home
- Multi-family (e.g. apartment, condo, duplex)
- N/A or Other

Do you own or rent your residence in Treasure Island?
- Own
- Rent
- Other

Do you own a business in Treasure Island?
- Yes
- No

Do you work in Treasure Island?
- Yes
- No

Do you have children, grandchildren, or other family members living with you or often visiting you?
- Yes
- No
- N/A

Which of the following age groups do you fall into?
- >18
- 18-24
- 25-34
- 35-44
- 45-54
- 55-64
- 65+

What is your current employment status?
- Employed full-time (30+ hours/week)
- Employed part-time or seasonally
- Seeking opportunities
- Retired
- In school
- Prefer not to say/other
DATE: November 18, 2019

TO: Garry Brumback, City Manager

FROM: William Barrs, Fire Chief

SUBJECT: Hold Harmless Agreement - St. Petersburg Fire Training Grounds

BACKGROUND
Treasure Island Fire Rescue has historically completed fire training at several locations throughout Pinellas County.

POLICY / PURPOSE
The City of St. Petersburg has offered to allow us to use their training grounds to complete fire apparatus operations in furtherance of our training goals for the fire department staff.

STRATEGIC PLAN RELEVANCE
GOAL 1: Strengthen the financial stability of the City in an ever-changing economic environment. This agreement provides the fire department with a location to conduct multi-company drills and other training at no expense to the City of Treasure Island.

ANALYSIS / DISCUSSION
In order to maintain our Insurance Services Organization (ISO) rating, the fire department must conduct 16 hours of facility based training annually. This facility has a drill tower and other props that are useful for these types of training evolutions. We have utilized this facility several times over the past year and are seeking to renew the current one-year agreement for a three-year term.

FUNDING
No cost item.

RECOMMENDATIONS
Staff recommends the Commission approve the following motion:

Motion
I move to approve and authorize the City Manager to execute the Hold Harmless Agreement with the City of St. Petersburg allowing our fire department to utilize St. Petersburg’s fire training grounds for in-service training.
ATTACHMENTS
Hold Harmless agreement (three year term)
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
FOR USE OF CITY OF ST. PETERSBURG TRAINING FACILITY

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR USE OF
CITY OF ST. PETERSBURG TRAINING FACILITY (“Agreement”), is made and entered into
this ___ day of _________________ 20___, (“Effective Date”) by and between the City of St.
Petersburg, Florida, (“City”) and City of Treasure Island (“User”).

RECITALS

WHEREAS, the City owns and operates a facility located at 3200 22nd Street S., St.
Petersburg, FL, which includes an area utilized by various City departments and outside agencies
for training purposes (“Training Site”);

WHEREAS, User desires to use the Training Site for the purposes set forth herein; and

WHEREAS, this Agreement sets forth the respective duties, responsibilities and
obligations of User and the City with respect to the use of said City property.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated
into this Agreement and made an integral part hereof), the mutual promises, covenants and
conditions herein contained, the City and User hereby agree as follows:

1. Term. This Agreement shall commence on the Effective Date and shall terminate three (3)
years thereafter.

2. Training Site Description. The Training Site is more particularly described as follows,
and includes ingress, egress and approaches thereof and thereto: 3200 22nd St. S., St.
Petersburg, FL. Use of the following equipment or fixtures at the Training Site is not
authorized under this Agreement: N/A.

3. Scope of Use. User shall only use the Training Site for the following purpose(s): Fire
Department Training. It is understood that User is not authorized under this Agreement to
utilize any other City-owned property other than the Training Site as described herein.
Further, nothing contained in this Agreement shall be construed to grant or authorize the
granting of any right other than right to occupy and use the Training Site pursuant to the
terms and conditions of this Agreement.

4. Duration of Use. The City grants User the right to use the Training Site only during the
date(s) and time(s) mutually agreed to by both parties during the Term.

5. Condition of the Training Site. User has inspected the Training Site and accepts the
Training Site in its present condition. The City has made no representations, statements, or
warranties, either express or implied, as to the condition of the Training Site or as to its
fitness for a particular use. User shall maintain the Training Site in a clean and useable
condition and will be responsible for all reasonable, necessary, and appropriate clean up
after each use by User. If the Training Site is not returned in a clean, useable condition (ordinary wear and tear excepted), as determined in the sole discretion of the City, the City reserves the right to repair, clean up, and restore the Training Site and the full cost of said repair, cleanup, or restoration shall be paid by User to the City within ten (10) days after receipt of an invoice from the City.

6. **Assumption of Risk.** User acknowledges that participation in the training and use of the Training Site contemplated by this Agreement may carry certain inherent risks or dangers. In consideration for the use of the Training Site, User voluntarily assumes all such risks and dangers, and any other risks and dangers associated with this Agreement and the training and use of the Training Site contemplated hereunder, including but not limited to all risks of accidents, injury and damage to any persons or property.

7. **Indemnification.** User shall, to the extent permitted by law, defend at its expense, pay on behalf of, hold harmless, release, discharge, and indemnify the City and the City’s employees, agents, officers, elected and appointed officials, and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, any act or omission (whether negligent, deliberate, or otherwise) by User, its officers, employees, agents, or representatives, in connection with this Agreement or the training or use of the Training Site contemplated hereunder. User further agrees that its liability hereunder shall include all attorney’s fees and costs incurred by the City in the enforcement of this paragraph 7. Nothing herein is intended to serve as a waiver of sovereign immunity by User or an extension of User’s or City’s liability beyond the scope, provisions, or limits set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by User or the City to be sued by third parties in any matter arising out of this Agreement. The provisions of this paragraph 7 shall survive the termination of this Agreement and User’s use of the Training Site.

8. **Insurance.**

A. User shall carry the following minimum types and amounts of insurance at its own expense:

i. Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence. Coverage shall include bodily injury and property damage for premises and operations, including but not limited to contractual liability under this Agreement, protecting the City against all claims or demands that may arise or be claimed on account of User’s use of the Training Facility.

ii. Automobile liability insurance of $1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
iii. Workers’ Compensation insurance as required by Florida law.

B. All of User's insurance policies, except Workers’ Compensation, shall name the Indemnified Parties as additional insureds. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage. User shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, User shall provide copies of current policies with all applicable endorsements. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best’s Insurance Guide. User hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

C. If User is a government entity, User may provide proof of insurance or self-insurance up to current statutory limits in lieu of the requirements in paragraph 8A.

11. Termination. This Agreement shall remain in full force and effect during the term specified in paragraph 1, unless earlier terminated by either party by the giving of ten (10) days written notice to the other party. Notwithstanding the foregoing, the City may immediately terminate this Agreement and revoke User’s rights granted hereunder in the event the City determines, in the City’s sole discretion, that User has failed to comply with any of the terms and conditions of this Agreement.

12. No Assignment. User shall not assign this Agreement or sublet any part of the Training Site without the prior written consent of the City.

13. Compliance with Laws. User shall comply at all times with all federal, state, and local statutes, rules, regulations, and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”). User shall also comply with all City policies and procedures, including but not limited to all policies and procedures related to use of the Training Site.

14. Nondiscrimination. User shall not discriminate against any person in the use of the Training Site because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

15. Governing Law. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

16. No City Responsibility. The City shall not be responsible for any damages which may arise from any act of nature or other event which renders the Training Site unable to be
used as desired. Further, the City shall not be responsible for items left by participants, invitees, or volunteers of User and may dispose of any such items as the City deems appropriate in its sole and absolute discretion. All of User’s property of every kind and description which may at any time be on City property shall be at User’s sole risk.

17. **Third Parties.** User is not permitted to introduce, invite, or allow any third party onto the Training Site.

18. **Survival.** All obligations and rights of User arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification and defense, shall survive such expiration or earlier termination.

19. **Incident Reporting.** User must immediately report to Chief Rich Ganci, 727-423-0579 any accidents, injuries or incidents that occur while User is occupying and using the Training Site.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

CITY OF TREASURE ISLAND

By: ___________________________

Print: _________________________

Title: _________________________

CITY OF ST. PETERSBURG, FLORIDA

WITNESSES:

Sign: _________________________

Print: _________________________

ATTEST:

(SEAL)

By: __________________________

(Please Print or Type Name)

>Title)

City Clerk

Approved as to Form and Content:

________________________________

City Attorney (Designee)

00381983 – Hold Harmless & Indemnification Agreement – Government Agency
DATE: November 22, 2019
TO: Garry Brumback, City Manager
FROM: Mike Munger, Purchasing Coordinator/Management Analyst
SUBJECT: Parking License Agreement with Oak Hill Beach House

BACKGROUND

The recent expansion of the City's metered parking inventory included the beach access at 127th Avenue. This area is an interesting property that is a public beach access point near the farthest northern tip of the beach. The situation is complicated further based on an irregular property line between the City and private property, and because it has become the de facto parking lot of the tenants at the adjacent property.

The lot was identified to be phased into the metered parking areas a few years ago, but its priority was lower than other larger and more popular lots. Staff has created a plan at the site to create six (6) spots for the tenants (one space for each unit), one (1) handicap accessible spot, and five (5) metered spots.

POLICY / PURPOSE

The purpose of this item is to review and approve a multi-year license agreement with the property owner of 12625 Sunshine Lane. (Oak Hill Beach House) for the use of six (6) parking spots.

STRATEGIC PLAN RELEVANCE

This agreement will serve strategic Goal 1 (Strengthen the financial stability of the City in an ever-changing economic environment) by providing a small increase to revenues while providing structured and reserved parking for the tenants.

ANALYSIS / DISCUSSION

Recently the Commission approved an expansion of the City’s metered parking program. One of the areas identified-127th Ave. Beach was made more complex by the lack of on-lot parking for the tenants at the 12625 Sunshine Lane property. Metering that lot would mean that tenants would have to pay the hourly parking fees to park at their residence. Since there are no practical
areas for the property owner to provide parking on-lot for the tenants, the City has offered to execute this license agreement with the owner for the exclusive use of tenant parking.

In the first year of the agreement the Licensee has agreed to pay the City a sum of $2,500. This agreement is effective for 5 total years, with automatic annual renewals and rate increases not to exceed a 5%.

**FUNDING**

No funding is requested for this item.

**RECOMMENDATIONS**

Staff recommends approval and execution of the license agreement.

**ATTACHMENT(S)**

Signed license agreement

**MOTION**

I move to approve/reject to authorize the Mayor to execute the license agreement with 69 Street Properties, LP d/b/a Oak Hill Beach House for the exclusive use of six (6) parking spots on City right of way for a period not to exceed five (5) years.
Non-Exclusive License Agreement
Between
City of Treasure Island, FL and 69 Street Properties, LP d/b/a Oak Hill Beach House

This Non-Exclusive License Agreement (hereinafter the “License”) by and between the City of Treasure Island, Florida, a municipal corporation (hereinafter the “City”), and 69 Street Properties, LP d/b/a Oak Hill Beach House (hereinafter the “Licensee”), (collectively referred to as the “Parties”), is made and entered into on the _____ day of ________________ 2019.

WITNESSETH

WHEREAS, 127 Avenue West is used as a parking and public access of ingress and egress to the public beach (hereinafter “Right-of-Way”); and

WHEREAS, the Licensee is the owner of the real property adjacent to 127 Avenue West and legally described on Exhibit A attached to and incorporated in this License by reference; and

WHEREAS, Licensee does not have any parking for its residents and public visiting its property; and

WHEREAS, Licensee has requested that the City provide it a license to use a portion of the Right-of-Way for 5 parking spaces for its residents, and that portion is designated on Exhibit B attached to this License and incorporated by reference (“Permitted Use Area”); and

WHEREAS, the Permitted Use Area was historically used by the public and the residents of the Licensee’s property as a parking area; and

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

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

WHEREAS, there is a need for limitations and standards on any License to ensure the safety and welfare of the general public on property that the City is responsible for holding in trust for the public; and

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

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

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

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

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

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

   a. **Permitted Use Area and Permitted Uses.** The Licensee is permitted to utilize up to the six (6) parking spaces, shown in Exhibit B for the sole purpose of resident parking. The green parking spaces depicted in Exhibit B make up the entire Permitted Use Area. The parking spaces will be used to park vehicles in accordance with the City’s Code of Ordinances, and state and federal laws. Licensee agrees it will not allow any parking in the Permitted Use Area that obstructs the public’s use of the remaining Right-of-Way.

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

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

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

   e. **Items Left in Vehicles.** The City will at no time be responsible for damage or loss to possessions or items left in vehicles parked on the Permitted Use Area or surrounding areas.
f. **Improvements.** Any improvement to the Permitted Use Area is strictly prohibited unless written permission for such an improvement has been provided by the City Manager.

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

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

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

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

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

5. **Fees, Payments and Term.** Licensee will pay to the City the sum of $500.00 per space per year. As stated above, the Permitted Use Area consists of up to six (6) parking spaces identified in Exhibit B; however, a portion of the western-most parking space is partially located on the Licensee’s property the fees will reflect payment of five (5) parking spaces. The total compensation owed to the City is $2,500.00 per year. This license fee may be adjusted by the City from time to time not to exceed more than one increase per year with a maximum increase of 5% annually.

The term of the License is for a period of five (5) years, beginning on the effective date of this License, subject to the parties’ rights to terminate. The Licensee will be required to obtain and keep current a Business License with the City.

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

7. **Limitations of Interest.** The Licensee further agrees that the Licensee will not obtain any prescriptive rights, easements, or other legal or equitable interest in the Permitted Use Area by reason of the execution of this License, or by compliance with the terms of this License.
by the Licensee. Ownership of the Permitted Use Area, as defined in this License, will at all times remain with the City in the public domain, held in trust by the City, and the Licensee must not do anything inconsistent with such Public Trust.

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

9. **Hold Harmless and Indemnity.** The Licensee must indemnify and hold harmless the City, its officers, agents and employees of the City from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees and costs arising out of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether concurring or contributory) of the Licensee, or the officers, agents, independent contractors, employees or invitees of the Licensee, arising out of or in connection with, directly or indirectly, the License, or in the use of the Permitted Use Area. Such obligation must not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person described in the License. This indemnification provision will not be limited to the amount of insurance required by this License. This indemnification provision will survive three (3) years following the termination or expiration of this License.

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

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

   a. **Comprehensive General Liability Insurance.** Licensee further agrees to execute and deliver to the City at the time of acceptance and execution of this License a comprehensive liability insurance policy, including public liability and property damage, acceptable to and approved by the City, covering the Permitted Use Area and the operations to be conducted on the Permitted Use
b. **Workman’s Compensation Insurance.** Licensee must maintain adequate workman’s compensation insurance if required by the State of Florida in the amounts as required by law for employees. The limits will be statutory for Worker’s Compensation and $1,000,000.00 for Employer’s Liability. If the Licensee does is not required to carry workman’s compensation, then a waiver of workman’s compensation insurance must be completed by the Licensee at the time this agreement is executed.

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

11. **TERMINATION.** THIS LICENSE IS SUBJECT TO, AND THE LICENSEE ACKNOWLEDGES THAT THIS LICENSE IS REVOCABLE AT WILL BY EITHER PARTY, THAT IT IS SUBJECT TO BEING WITHDRAWN AND TERMINATED BY EITHER PARTY AT ANY TIME, FOR ANY REASON, UPON THIRTY (30) CALENDAR DAYS’ WRITTEN NOTICE AS PROVIDED FOR IN THIS LICENSE. THE LICENSEE AGREES THAT THE CITY’S DISCRETION IN ANY TERMINATION OF THIS LICENSE WILL NOT BE SUBJECT TO JUDICIAL REVIEW OR CHALLENGE, BUT WILL BE FINAL.

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

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

14. **Notices.** Any notice or communication which the City may desire to give the Licensee is agreed to as sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: Morris Willner DBA 69th Street Properties, LP, or any agent or employee at 123 Coutler Avenue, Ardmore, Pennsylvania 19003, or delivered to a Licensee’s representative. The time of rendition of such notice or communication is the time when the notice is mailed, or personally delivered. Any notice or communication which Licensee may desire to give the City is agreed to as rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: City Manager, City of Treasure Island, 120 108th Avenue, Treasure Island, FL 33706, and the time...
of rendition of such notice or communication is the time when the notice is mailed. Either party may provide a change of address notice, and the change of address notice is effective upon receipt.

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

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

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

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

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

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

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

**City Clerk, City of Treasure Island**  
**120 108th Avenue**  
**Treasure Island, FL 33706**  
**Tel: (727) 547-4575**  
**Fax: (727) 547-4582**  
**rnickerson@mytreasureisland.org**
16. **Miscellaneous Provisions.** Licensee further agrees to comply with and be bound by the following provisions:

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

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

c. **Construction of License.** The Licensee agrees that in the event of any litigation concerning the construction of this License or the interpretation of any language used in this License, that this License and any of its provisions must be construed against the City by virtue of this License having been drafted by the City.

d. **Assignment.** The Licensee may not assign or sublet any of its property located adjacent to the licensed parcel, or this License hereby granted, in whole or in part, without he express prior written permission of the City.

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

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

IN WITNESS WHEREOF, the City Commission of the City of Treasure Island, Florida, has executed this License effective the date first written above.
CITY OF TREASURE ISLAND, FLORIDA

Attest:

By: ________________________________
   Garry Brumback, City Manager

Ruth Nickerson, City Clerk

ACKNOWLEDGEMENT OF CONDITIONS

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

69 Street Properties, LP

WITNESSED:

d/b/a Oak Hill Beach House

By: ________________________________
   Printed Name: ____________________
   Title: ____________________________

Printed Name: ____________________

Printed Name: ____________________
DATE: November 15, 2019

TO: Garry Brumback, City Manager

FROM: Amy Davis, Finance Director / Assistant City Manager

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

BACKGROUND

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

POLICY / PURPOSE

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

STRATEGIC PLAN RELEVANCE

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

ANALYSIS / DISCUSSION

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

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Center HVAC Replacement</td>
<td>$18,000</td>
</tr>
<tr>
<td>Emergency HVAC Repairs/Replacement</td>
<td>$42,000</td>
</tr>
<tr>
<td></td>
<td>$60,000</td>
</tr>
</tbody>
</table>

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

**FUNDING**

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

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Debt Proceeds</th>
<th>001-384510</th>
<th>$6,350,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unassigned Fund Balance</td>
<td>$ 60,000</td>
<td>$6,410,000</td>
</tr>
<tr>
<td>Expenditure</td>
<td>Land</td>
<td>001-5191-61000</td>
<td>$6,350,000</td>
</tr>
<tr>
<td></td>
<td>Impvmt to Bldgs</td>
<td>001-5191-62000</td>
<td>$ 60,000</td>
</tr>
</tbody>
</table>

**MOTION**

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

**ATTACHMENTS**

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

<table>
<thead>
<tr>
<th>Dept/Program</th>
<th>Description</th>
<th>General</th>
<th>Penny</th>
<th>Transportation</th>
<th>Building</th>
<th>Capital Proj</th>
<th>Wastewater</th>
<th>Solid Waste</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Dept</td>
<td>Community Center HVAC Replacement</td>
<td>$18,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$18,000</td>
</tr>
<tr>
<td>Non-Dept</td>
<td>Emergency HVAC Replacement or Rehab</td>
<td>$42,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$42,000</td>
</tr>
<tr>
<td>Planning</td>
<td>Calvin Giordano - Eval &amp; Appraisal Report &amp; Comp Plan</td>
<td>$95,000</td>
<td></td>
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<tr>
<td>Code</td>
<td>Replace Code Enforcement Vehicle</td>
<td>$19,010</td>
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<td>$19,010</td>
</tr>
<tr>
<td>Code</td>
<td>Mobile equipment to work with Energov</td>
<td>$7,038</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$7,038</td>
</tr>
<tr>
<td>IT &amp; Comm</td>
<td>Microsoft Exchange Upgrade</td>
<td>$16,000</td>
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<td></td>
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<td>$16,000</td>
</tr>
<tr>
<td>IT &amp; Comm</td>
<td>Network Switch Replacement</td>
<td>$11,000</td>
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<td>$11,000</td>
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<tr>
<td>Beach</td>
<td>Contractual Services-Invasive Plant Removal Yrs 1-3</td>
<td>$32,308</td>
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<td></td>
<td></td>
<td></td>
<td>$32,308</td>
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<tr>
<td>Beach</td>
<td>Supplies &amp; Materials-Boardwalk Repair</td>
<td>$50,000</td>
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<td></td>
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<td></td>
<td>$50,000</td>
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<tr>
<td>Beach</td>
<td>Replace Habitat Educational Signs on Beach Trail</td>
<td>$13,500</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$13,500</td>
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<tr>
<td>Beach</td>
<td>Dune Walkover (off-setting Grant Proceeds)</td>
<td>$200,000</td>
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<tr>
<td>Municipal Svs</td>
<td>Metered Parking Area Improvements</td>
<td>$15,700</td>
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<td>$15,700</td>
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<tr>
<td>Parking</td>
<td>Replace City Parking Lot Signs</td>
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<td>$28,000</td>
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<tr>
<td>Parks</td>
<td>Beach Pavilion Improvements</td>
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<tr>
<td>Parks</td>
<td>Sunset Vista Repairs/Replace Trail-Head Signs</td>
<td>$30,000</td>
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<tr>
<td>Parks</td>
<td>Roselli Park Restroom Partitions</td>
<td>$7,500</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>$7,500</td>
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<tr>
<td>Parks</td>
<td>Rosselli Park Amenities</td>
<td>$10,000</td>
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<tr>
<td>Parks</td>
<td>Isle of Palms Amenities</td>
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<tr>
<td>Treasure Bay</td>
<td>Treasure Bay Facility Improvements - shade structure</td>
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<td></td>
<td></td>
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<tr>
<td>City Facilities</td>
<td>Police/Fire and Community Center Roof Replacement</td>
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<td>$370,000</td>
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<tr>
<td>Transportation</td>
<td>Pedestrian Crosswalks</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$21,859</td>
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<tr>
<td>Building</td>
<td>Remaining budget for Energov Implementation</td>
<td>$7,039</td>
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<td></td>
<td></td>
<td>$7,039</td>
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<tr>
<td>Building</td>
<td>Purchase of two GIS Licenses to work w/Energov</td>
<td>$5,000</td>
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<td></td>
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<td></td>
<td></td>
<td>$5,000</td>
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<tr>
<td>Capital Project</td>
<td>Gulf Blvd Undergrounding &amp; Beautification Project</td>
<td>$386,674</td>
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<td></td>
<td></td>
<td></td>
<td>$386,674</td>
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<tr>
<td>Wastewater</td>
<td>Manhole Relining 5 Yr</td>
<td>$260,000</td>
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<td></td>
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<td></td>
<td></td>
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<td>$260,000</td>
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<tr>
<td>Wastewater</td>
<td>Lift Station Refurb</td>
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<td></td>
<td>$1,540,000</td>
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<tr>
<td>Wastewater</td>
<td>Sewer Main Relining</td>
<td>$18,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$18,000</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>Replace Beach &amp; City-wide Garbage Cans</td>
<td>$14,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$14,000</td>
</tr>
<tr>
<td>Recycling</td>
<td>Replace Beach Recycling Cans</td>
<td>$15,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$15,000</td>
</tr>
</tbody>
</table>

**TOTAL**  

$459,556  $499,700  $21,859  $12,039  $386,674  $1,818,000  $29,000  $3,226,828
ORDINANCE 2019-15

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

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

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

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

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

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

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

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

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

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

To: 001-5191-6111 Land $6,350,000
140-5241-64290 Computer Equip & Software $ 60,000

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

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

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

FIRST READING and PUBLIC HEARING on the 17th day of December, 2019.
PUBLISHED in the Tampa Bay Times on the day of , 2019.
SECOND READING and PUBLIC HEARING on the 7th day of January, 2020.
PUBLISHED in the Tampa Bay Times on the day of , 2019.

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

YEAS:
NAYS:
ABSENT OR ABSTAINING:

________________________________________
Lawrence Lunn, Mayor

ATTEST:

_____________________________________
Ruth Nickerson, City Clerk

Approved as to form and content:

_____________________________________
Jennifer R. Cowan, City Attorney
DATE: November 22, 2019

TO: Garry Brumback, City Manager

FROM: Mike Munger, Purchasing Coordinator/Management Analyst

SUBJECT: Authorization to Purchase Replacement Vehicles of the City’s Fleet

BACKGROUND
Replacement of Fleet Vehicles via Florida Department of Management Services contract for the vehicles planned for replacement and funded in the FY 2020 Budget.

POLICY / PURPOSE
The purpose of this item is to request purchase authorization to buy three vehicles off the Florida Department of Management Services state contract (Motor Vehicles 25100000-19-1) from Duval Ford, LLC.

STRATEGIC PLAN RELEVANCE
These changes will support the City’s Goal 1 (Strengthen the financial stability of the City in an ever-changing economic environment) by ensuring the City has equipment adequate equipment to perform daily, routine operations.

ANALYSIS / DISCUSSION
The City’s FY20 Adopted Budget included $88,500 for the replacement of three fleet vehicles that have reached end of useful life.

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Budget</th>
<th>Mileage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008 Ford F-250 XL Crew Cab 4x4 (#227)</td>
<td>$35,500</td>
<td>68,840</td>
</tr>
<tr>
<td>2008 Ford F-150 XL Crew Cab 4x2 (#932)</td>
<td>$27,000</td>
<td>124,240</td>
</tr>
<tr>
<td>1999 Ford E-250 Cargo Van (#208)</td>
<td>$26,000</td>
<td>77,579</td>
</tr>
</tbody>
</table>

Pictures of these vehicles are included as an attachment.
The Florida Department of Management Services state contract (Motor Vehicles 25100000-19-1) released the 2020 model year pricing on November 18, 2019. The entries below are identified as the replacement vehicles for the current fleet above, respectively.

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Base Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Ford F-250 XL Crew Cab 4x4 176&quot; (#227)</td>
<td>$28,683</td>
</tr>
<tr>
<td>2020 Ford F-250 XL SuperCab 4x4 148&quot; (#932)</td>
<td>$27,379</td>
</tr>
<tr>
<td>2020 Ford T-150 Transit Van 130&quot; (#208)</td>
<td>$23,382</td>
</tr>
</tbody>
</table>

The vehicles to-be replaced are a combined 45-years old and are at or past the age when maintenance and repair costs are greater than their inherent value. Over the past three fiscal years, maintenance costs for these three vehicles totaled approximately $19,400. The costs listed for the new vehicles reflects the most recent government pricing, which is significantly below MSRP for the models listed. Staff recommends the purchase of these vehicles as it is projected to reflect the lowest total cost of ownership for the intended life of the vehicles.

Vehicles #208 and #227 are slated to be replaced with the most comparable make/model/trim among the 2020 models. Staff is recommending that vehicle #932 be upgraded in the fleet from a half-ton to a three-quarter-ton model to provide towing options for the City’s trailered equipment (e.g. generators, Police boat, barge) and to have another vehicle suitable to be driven on the beach-should it be necessary.

Staff was unable to get an updated quote to be included in this packet, but believes the budgeted total is sufficient to cover the eventual actual prices. The final quotes will be included as an attachment before final Commission approval.

**FUNDING**

Funding for these vehicles in the amount of $88,500 was included in the FY20 Adopted Budget in the Municipal Services Program’ account: 001-5410-64200.

**RECOMMENDATIONS**

Authorization to purchase three replacement fleet vehicles off the Florida Department of Management Services state contract with Duval Ford, LLC totaling a not to exceed total of $88,500 as funded in the FY 2020 Budget.

**ATTACHMENT(S)**
Excerpt from FY20 Adopted Budget
Images of existing fleet vehicles

**MOTION**

I move to approve/deny the authorization to purchase three replacement vehicles (227, 932, & 208) in the City’s fleet by utilizing 2020 Florida Department of Management Services state contract pricing in the amount not to exceed $88,500.
## Capital Improvement Projects by Fund

### Proposed Projects with Funding

<table>
<thead>
<tr>
<th>Capital Improvement Projects</th>
<th>Fund</th>
<th>Program</th>
<th>Budget FY 2020</th>
<th>Budget FY 2021</th>
<th>Budget FY 2022</th>
<th>Budget FY 2023</th>
<th>Budget FY 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capri Bridge Maintenance</td>
<td>General</td>
<td>Infrastructure</td>
<td>25,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City SQL Server Maint/Replacement Program</td>
<td>General</td>
<td>Technology</td>
<td>27,500</td>
<td>27,500</td>
<td>27,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Datto Siris 3 Enterprise - Data Backup System</td>
<td>General</td>
<td>Technology</td>
<td>12,000</td>
<td>7,000</td>
<td>7,000</td>
<td>7,000</td>
<td>7,000</td>
</tr>
<tr>
<td>Telephone &amp; Unified Messaging System Replacement</td>
<td>General</td>
<td>Technology</td>
<td>50,000</td>
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<td></td>
</tr>
<tr>
<td>Recreation Vehicle &amp; Equipment Replacements</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Bus (#528)</em></td>
<td>General</td>
<td>Veh &amp; Equip</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>2005 Ford Van E-250 (#501)</em></td>
<td>General</td>
<td>Veh &amp; Equip</td>
<td></td>
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<tr>
<td><em>Treasure Bay Tennis Club Car (#511)</em></td>
<td>General</td>
<td>Veh &amp; Equip</td>
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<td></td>
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<td></td>
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<tr>
<td><em>Treasure Bay Golf Course Mowers (#535, #538)</em></td>
<td>General</td>
<td>Veh &amp; Equip</td>
<td></td>
<td></td>
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<tr>
<td><em>Treasure Bay 2006 Chevy 4X4 Truck (#587)</em></td>
<td>General</td>
<td>Veh &amp; Equip</td>
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<tr>
<td>Public Works Vehicle &amp; Equipment Replacements</td>
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<tr>
<td><em>Toro Z-Master Mowers (#294, #297)</em></td>
<td>General</td>
<td>Veh &amp; Equip</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><em>2008 Ford Crewcab 3/4 Ton 4X4 (#227)</em></td>
<td>General</td>
<td>Veh &amp; Equip</td>
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<tr>
<td><em>Ford P/U 1/2 ton (#932)</em></td>
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<td>Veh &amp; Equip</td>
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<td></td>
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<tr>
<td><em>E-250 Van (#208)</em></td>
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<td>Veh &amp; Equip</td>
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<tr>
<td><em>Forklift (#932)</em></td>
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<tr>
<td><em>Walk Behind Stripper (new)</em></td>
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<td>Veh &amp; Equip</td>
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</tr>
<tr>
<td><em>Mini Hydraulic Excavator (Split WW/General Fund)</em></td>
<td>General</td>
<td>Veh &amp; Equip</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beach Pavilion Improvements</td>
<td>Penny</td>
<td>Beach</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>60,000</td>
</tr>
<tr>
<td>Treasure Bay Facility Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Resurface Tennis &amp; Basketball Courts</em></td>
<td>Penny</td>
<td>City Facilities</td>
<td>15,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Replace Tennis Courts Lights, 1-8</em></td>
<td>Penny</td>
<td>City Facilities</td>
<td>250,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Resurface Courts 1-2, 9-10</em></td>
<td>Penny</td>
<td>City Facilities</td>
<td>32,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Resurface Courts 3-6</em></td>
<td>Penny</td>
<td>City Facilities</td>
<td>32,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City-Wide Parking Improvements/Re-paving</td>
<td>Penny</td>
<td>City Facilities</td>
<td>30,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pavement Management</td>
<td>Penny</td>
<td>Infrastructure</td>
<td>341,940</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Treasure Bay Parking Lot re-paving</td>
<td>Penny</td>
<td>Infrastructure</td>
<td>90,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Seawall Replacement/Rehab</td>
<td>Penny</td>
<td>Infrastructure</td>
<td>60,000</td>
<td>200,000</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td></td>
</tr>
<tr>
<td>Roselli Park Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Ballfield Fence Repairs/Replacement</em></td>
<td>Penny</td>
<td>Parks</td>
<td>116,440</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Replacement of Playground/ground cover</em></td>
<td>Penny</td>
<td>Parks</td>
<td>180,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement of Police Dept Vehicles</td>
<td>Penny</td>
<td>Veh &amp; Equip</td>
<td>45,400</td>
<td>36,100</td>
<td>144,600</td>
<td>99,200</td>
<td></td>
</tr>
<tr>
<td>Replace Fire Vehicles (#631, #691, #695)</td>
<td>Penny</td>
<td>Veh &amp; Equip</td>
<td>38,200</td>
<td>39,400</td>
<td>16,700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pavement Management</td>
<td>Gas Tax</td>
<td>Infrastructure</td>
<td>211,995</td>
<td>125,000</td>
<td>125,000</td>
<td>125,000</td>
<td>125,000</td>
</tr>
</tbody>
</table>
DATE:       November 20, 2019

TO:         Garry Brumback, City Manager

FROM:       Junko Brown, Asst Finance Director

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

BACKGROUND

In February 2018, the City Commission approved to purchase credit card merchant services from First Data after staff conducted a written quote process asking seven providers that integrate through Flowbird (CALE) to compare fees. First Data offered the lowest fee structure. Staff has been pleased with the service provided by First Data. Effective July 1, 2019, the per transaction fee was increased by $0.02 from $0.01 with no increase on the interchange fees.

POLICY / PURPOSE

To authorize the purchase of parking meter and paystation credit card merchant services from First Data in FY 2020.

STRATEGIC PLAN RELEVANCE

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

ANALYSIS / DISCUSSION

The amount of credit card merchant services fees depends on the amount of parking sales purchased by a credit card. Below are the last three years of merchant service fees:

FY 2019       $29,875
FY 2018       $28,066
FY 2017       $29,763 (including way-to-park(CALE’s mobile app) fees)

Park Mobile was implemented in March 2018, reducing the amount of credit cards processed through the pay stations and meters. Park Mobile provides credit card merchant services...
through its service, of which parking customers are increasing their use of over time. The use of payment by a mobile app in FY 2019 more than doubled over the previous year.

**FUNDING**

Funding for these costs are budgeted within the Beach Program in account: 001-5391-49050, Credit Card fees in the amount of $30,000 to also include Park Mobile service fees.

It is anticipated that the credit card fees exceed the budget, however, there will be off-setting revenue generating as well. Staff will review the General Fund programs towards the end of the year to determine if the overage can be absorbed by budget savings in other areas or if a supplemental budget amendment is needed.

**RECOMMENDATIONS**

Authorization to purchase parking meter and pay station credit card merchant services from First Data in the amount of up to $40,000 for FY 2020 anticipating an increase parking charges.

**ATTACHMENTS**

None

**MOTION**

I move to approve and authorize the City Manager Purchase Authority for parking meter and pay station credit card merchant services from First Data in the amount of up to $40,000 for FY 2020.
DATE: November 20, 2019

TO: Garry Brumback, City Manager

FROM: Amy Davis, Asst. City Manager/Finance Director

SUBJECT: Authorization to purchase software maintenance support, training and/or supplies from Tyler Technologies in the amount of up to $31,000 for FY 2020

BACKGROUND

The City acquired Incode enterprise software in 2007 to provide core financial and human resource operations (general ledger, accounts payable, bank reconciliation, budget, fixed assets, purchasing, project accounting, payroll, employee maintenance, position control, etc…). In 2011 the City invested in an upgrade to the enterprise system that is referred to as Incode Version 10 that allowed for greater functionality and increased the audit capability of the overall system. Since then, the City has purchased and is currently implementing the Energov Software Module to replace the current software for the Community Improvement Department as well as the Mobile Eyes Software to manage and coordinate Fire Inspections within the Fire Department which is a shared costs between 5 municipalities.

Tyler Technologies is the parent company that is one of the largest providers of software to serve the public sector. In addition to the software and maintenance support costs, they provide associated equipment such as the cashiering station as well as on-going training.

POLICY / PURPOSE

To authorize the purchase of software maintenance support, training and/or equipment from Tyler Technologies in the amount of up to $31,000 for FY 2020

STRATEGIC PLAN RELEVANCE

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

ANALYSIS / DISCUSSION

Below is a chart that outlines the costs incurred and anticipated by the end of FY 2020.
Additionally, there may be supplies/equipment needs between now and the end of the fiscal year, as a result staff is asking for purchase authorization of up to $30,000 to be approved.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core Financial/Human Resources and support enterprise system</td>
<td>$15,522</td>
</tr>
<tr>
<td>Energov - Building, Planning system (Estimated)</td>
<td>$9,633</td>
</tr>
<tr>
<td>Mobile Eyes - Fire Inspections</td>
<td>$2,158</td>
</tr>
<tr>
<td>Printer support/maintenance, receipt printer/paper (Estimated)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Business Process Review and/or Training</td>
<td>$2,000</td>
</tr>
<tr>
<td><strong>Total costs anticipated for FY 2020</strong></td>
<td><strong>$30,313</strong></td>
</tr>
</tbody>
</table>

**FUNDING**

Funding for these costs are budgeted city-wide throughout the various funds and programs in the maintenance contract-software, equipment and training accounts.

**RECOMMENDATIONS**

Authorization to purchase software maintenance support, training and/or supplies from Tyler Technologies in the amount of up to $30,000 for FY 2020.

**ATTACHMENTS**

None

**MOTION**

I move for the City Commission to approve / deny the authorization to purchase software maintenance support, training and/or supplies from Tyler Technologies in the amount of up to $31,000 for FY 2020.
DATE: November 26, 2019

TO: Garry Brumback, City Manager

FROM: Cathy Hayduke, Recreation Director

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

BACKGROUND

The 11th Annual Sanding Ovations Master’s Cup, was held November 20-24, 2019. Sanding Ovations is Treasure Island’s signature event. This year’s Sanding Ovations was a success, bringing more people to Treasure Island than any previous Sanding Ovations event at a time of year that is traditionally slow for the local businesses.

POLICY / PURPOSE

The City’s Purchasing Policy requires that the purchase of all goods, materials and services in excess of $25,000 or more for goods, materials, equipment or services be approved by the City Commission.

STRATEGIC PLAN RELEVANCE

Goal 8: Rejuvenate the City’s business and tourist area.
Objective 2: To continue to seek opportunities to hold events

ANALYSIS / DISCUSSION

Due to the increase in attendance and subsequent increase in revenue sales, staff projects the amount owed to the Bilmar Beach Resort for bar support during the Sanding Ovations event will exceed the City Manager’s spending authority. The agreement for the Sanding Ovations event dictates the split of the alcohol net profits with the Bilmar Beach Resort. 70% goes to the City and 30% goes to the Bilmar. The gross bar sales this year after paying out sales tax was $87,472.91. Staff calculates the amount due to the Bilmar Beach Resort will be an estimated $28,483.15, minus credit card transaction charges which are not available at the time of writing this agenda item - see Exhibit A.
It is important to note that this expenditure has off-setting revenue, of which will be calculated for the overall event and be communicated to the Commission when completed.

**FUNDING**

The funding for Sanding Ovations Event is budgeted in the Recreation Administrative program in account 001-5720-49900 in the amount of $145,000.

**RECOMMENDATION**

Staff recommends approving the purchase authorization to the City Manager for bar support that is projected to exceed $25,000 to the Bilmar Beach Resort for the 11th Annual Sanding Ovations Master’s Cup.

**ATTACHMENTS**

Exhibit A - Weekend Totals

**MOTION**

I move for the City Commission to approve/deny authorization to the City Manager for bar support that is projected to exceed $25,000 to the Bilmar Beach Resort for the 11th Annual Sanding Ovations Master’s Cup.
## Weekend Totals

<table>
<thead>
<tr>
<th>Source</th>
<th>Total</th>
<th>Taxable</th>
<th>Sales Tax</th>
<th>Non Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large Beach Bar</td>
<td>$49,528.00</td>
<td>$46,287.85</td>
<td>$3,240.15</td>
<td></td>
</tr>
<tr>
<td>Small Beach Bar</td>
<td>$37,826.01</td>
<td>$35,351.41</td>
<td>$2,474.60</td>
<td></td>
</tr>
<tr>
<td>Sculptor Bar</td>
<td>$6,242.00</td>
<td>$5,833.64</td>
<td>$408.36</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$93,596.01</td>
<td><strong>87,472.91</strong></td>
<td>$6,123.10</td>
<td>$</td>
</tr>
</tbody>
</table>

### Bar Sales less Sales Tax 87,472.91

<table>
<thead>
<tr>
<th>Less:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bayside Rentals</td>
<td>(1,338.60)</td>
</tr>
<tr>
<td>Ice</td>
<td>(1,083.75)</td>
</tr>
<tr>
<td>Liquor/Soda Juice</td>
<td>(7,702.75)</td>
</tr>
<tr>
<td>Beer and Water</td>
<td>(14,452.75)</td>
</tr>
<tr>
<td>Bartenders &amp; Barbacks</td>
<td>(1,945.55)</td>
</tr>
<tr>
<td><strong>Credit Card Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Bar profit after expenses</td>
<td>60,949.51</td>
</tr>
<tr>
<td>30% due to Sloppy Joes</td>
<td>18,284.85</td>
</tr>
<tr>
<td>Bartenders &amp; Barbacks</td>
<td>1,945.55</td>
</tr>
<tr>
<td>Liquor/Soda Juice</td>
<td>7,702.75</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>27,933.15</td>
</tr>
<tr>
<td>Meet the Masters Food</td>
<td>550.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>28,483.15</strong></td>
</tr>
</tbody>
</table>