NOTICE AND AGENDA
CITY OF TREASURE ISLAND, FLORIDA
BOARD OF COMMISSIONERS
REGULAR MEETING
CITY HALL AUDITORIUM, 120 108TH AVE,
TREASURE ISLAND, FL 33706
JANUARY 21, 2020 AT 6:00 PM

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

A. PLEDGE OF ALLEGIANCE

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

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES
   1. Approval of December 17, 2019 Board of Commissioners Regular Meeting Minutes
   2. Approval of December 17, 2019 Board of Commissioners Regular Workshop Minutes
   3. Approval of January 6, 2020 Board of Commissioners Regular Meeting Minutes
   4. Approval of January 6, 2020 Board of Commissioners Regular Workshop Minutes

G. CONSENT AGENDA
   1. Approve the Execution of a Three-Year Contract with DeAngelo Brothers, LLC for Invasive Vegetation Removal and Monitoring in the Amount of $54,450
   2. Authorize the City Manager for the Execution of Purchase Authority to Wright National Flood Insurance for Flood Insurance Premiums $79,316 for FY2020

H. ITEMS OF BUSINESS
   1. Resolution 2020-02, Home Rule
   2. Ordinance 2020-01, 2nd Reading and Public Hearing to Amend the FY 2020 Police Department Budget to appropriate donated funds in the amount of $15,200 for the purchase of a 1953 Pontiac Chieftain
3. City Attorney Selection

I. ADJOURNMENT

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

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

A. PLEDGE OF ALLEGIANCE

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

B. ROLL CALL

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<th>Attendee Name</th>
<th>Title</th>
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<tr>
<td>Larry Lunn</td>
<td>Mayor</td>
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C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Approved

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

1. Proclamation - American Legion Auxiliary - 100th Birthday

Mayor Lunn presented a Proclamation to the American Legion Auxiliary commemorating the 100th Birthday of the Auxiliary. Members of the American Legion Auxiliary were present and thanked the City very much for recognizing Unit #158. They promised to continue to be a vital part of our community while they serve and support veterans, active duty military, our children and our community, Treasure Island. Mayor Lunn thanked the ALA members and noted the positive impact they have made on our community.

RESULT: NO ACTION NECESSARY

2. Presentation - Suskey & Associates

RJ Meyers of Suskey & Associates spoke to the City Commission about the Governor’s proposals for the next legislative session which starts on January 14th, 2020. Curb and Roadway improvements have been included in the budget in addition to transportation, blue green algae mitigation, red tide research, coastal resiliency and erosion, general beach projects and possible funding for Visit Florida. Teacher pay and the corridor expansion running to Georgia are also priorities for the Governor.

RESULT: NO ACTION NECESSARY

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

None

F. APPROVAL OF MINUTES
1. Approval of November 19, 2019 Board of Commissioners Regular Meeting Minutes

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2. Approval of November 19, 2019 Board of Commissioners Regular Workshop Minutes

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G. CONSENT AGENDA

1. Approve Hold Harmless Agreement- St. Petersburg Fire Training Grounds

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2. Approve Parking License Agreement with Oak Hill Beach House

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3. Authorize City Manager Purchase Authority to Duval Ford LLC in the amount of $88,500 for the purchase of three new Public Works fleet vehicles

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4. Authorize City Manager Purchase Authority to First Data in the amount of $40,000 for the purchase of parking meter and paystation merchant services

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5. Authorize City Manager Purchase Authority to Tyler Technologies in the amount of $30,313 for the purchase of software maintenance support, training and supplies
RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

6. Authorize City Manager Purchase Authority to the Bilmar Beach Resort in the amount of $25,000 for the 2019 Sanding Ovations bar support

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

H. ITEMS OF BUSINESS

1. Accept Donation of Funds for 1953 Pontiac Chieftain

Chief Boudreau was joined at the podium by Dominique Reiter, Dennis Fagan and Richard Harris. Chief Boudreau told how one day a gentleman who resides on Paradise Island stopped by the Station one day and asked if he could take a picture of his black and white police car next to one of our cruisers. He then offered the car to be used by the City in parades and around the community. The folks in Treasure Island fell in love with the car. The owner offered to sell the car to the City. At the “Rock Around the Clock” event this spring the Chief had two separate conversations; one with Dennis and one ten minutes later with Richard. Both men informed the Police Chief that we could get support. From those two conversations this community based effort was born. Dennis Fagan, Richard Harris and Dominique Reiter held several fund-raisers around the City with a series of 50/50 raffles; they also collected several donations and were able to meet the goal. Chief Boudreau read the names of the donors. He then told how it is the generosity of this group of people and business owners that made the purchase of the 1953 Pontiac Chieftain possible.

Accompanied by Mayor Lunn, Mr. Fagan, Mr. Harris and Ms. Reiter presented a check to Chief Boudreau in the amount of $15,000 for the purchase of the antique police car. Mayor Lunn thanked the Chief for his inspiration and dedication.

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

2. Review and Discuss Community Survey

Finance Director and Assistant City Manager Amy Davis provided an update on the proposed Community Survey. She explained that the survey will work in conjunction with our strategic planning session in February. Engage TI is the theme. We have been building a web page with the results of prior surveys that have been done. We will provide the history from the 1998, 2010 and 2016 community surveys and workshops.

Management Analyst Mike Munger explained that the survey has been shortened a bit by combining two of the questions. The survey has been split into different pages, each page has a status bar showing how much of the survey is complete. It should take the average user about 10 minutes to complete the survey. The collection period has been extended by one day to include February 1st, Community Appreciation
Commissioner Horak offered to collect surveys at Community Appreciation Day. City Manager Brumback affirmed that the survey will go live tomorrow.

**RESULT:** NO ACTION NECESSARY

3. Approve Permit Application to the Florida Department of Environmental Protection for the Clearing of Beach Vegetation from 103rd Avenue to 119th Avenue

City Manager Garry Brumback told how following the last City Commission meeting he and Stacy Boyles went to Tallahassee and met face to face with FDEP. It was a very welcoming, professional meeting and the Department is supportive of our needs.

Assistant Public Works Director Stacy Boyles noted that nothing is final and while we do not have anything in writing we did come to an understanding. The concept that we proposed behind Treasure Sands can be spread out over 5 years. In response to Commissioner Payne, Stacy told that the permit will actually be more broad than was originally discussed at the previous Commission meeting.

The Commissioners expressed their appreciation for Ms. Boyles hard work and their enthusiasm for getting the beach cleaned up. Commissioner Horak emphasized that the annual maintenance plan is most important.

Greg Tong thanked the Commissioners, Mayor and Staff for their hard work. Respect for our beach, our businesses and our residents is very important. Mr. Tong thanked Garry and Stacy for taking the time to go to Tallahassee.

Missy Hahn told how she appreciates the time and effort going into this. She thanked Garry and Stacy for doing their due diligence. Tourism is our number one.

Prudence Landenburger has been an owner at Treasure Sands since 1988 and is now a permanent resident of Treasure Island. She shared she is concerned that the beach is being ignored. It does seem possible that we can care for the environment and have the beach look decent at the same time.

Ken Ohlrogge submitted a petition signed by several Treasure Island residents requesting that Treasure Island take all necessary action to make sure the beach is in the pristine condition it used to be. He also noted that he is not in favor of an additional dune walkover.

Dennis Denton lives at Treasure Sands. He thanked Garry and Stacy for going to Tallahassee. He asked to have the beach returned to the way it was in 2014 before we stopped raking. He added that none of the Treasure Sands residents are in favor of an additional walkover.

Len Mack is president of the Treasure Sands Condo Association. He told how currently the beach is having a negative effect on our community and our economy and how he hopes to see it restored in a timely and reasonable fashion. Mr. Mack also mentioned that Treasure Sands is undergoing a major renovation. They had a logistical problem with their garbage removal. Mr. Mack thanked Jason Slaughter for doing a tremendous job. Jason worked hand in hand with us without disturbing the schedules of the City or Treasure Sands. It was a win - win situation. Kudos to Jason.

Mardelle Buich is a permanent resident of Treasure Sands. She voiced her happiness in hearing that there is going to be something done with our beaches. The beauty goes downhill on a daily basis.

Commissioner Payne assured those in attendance that this will be one of his top priorities, making sure that this moves on as quickly as possible and is continually maintained.
RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

4. Ordinance 2019-15, 1st Reading to Amend the FY 2020 General Fund Budget for the anticipated purchase of 10451 Gulf Blvd and appropriate two carry-forward items from FY 2019

City Attorney Jennifer Cowan provided a first reading of Ordinance 2019-15. Assistant City Manager & Finance Director Amy Davis explained that this is the first public hearing for this ordinance. The purpose of which is to account for the entire loan proceeds coming in and out when we purchase the new City Hall.

RESULT: MOVED TO FUTURE MEETING [UNANIMOUS] Next: 1/6/2020 6:00 PM
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

5. Ordinance 2019-16, 2nd Reading and Public Hearing to Amend Section 58-50 "Consumption or Possession of Alcoholic Beverages on the Public Beach"

City Attorney Jennifer Cowan provided a second reading of Ordinance 2019-16 by title. The City Manager clarified the seaward boundaries both north and south.

Mayor Lunn opened the public hearing at 7:14 PM. There were no comments received. The public hearing closed at 7:14 PM.

Commissioner Payne thanked Commissioner Horak for her work on this. Ms. Horak affirmed that we are going to work on better signage. Chief Boudreau affirmed the number of alcohol violations on Sunset Beach have significantly reduced.

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

I. ADJOURNMENT

The meeting adjourned at 7:19 PM.
The meeting was called to order at 7:27 PM by Mayor Larry Lunn

I. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan stated she is looking forward to the new year and offered Happy Holidays to all.

City Manager Garry Brumback announced that the Grand Opening for the Dog Park will take place in January. The Pavers will be here next week, the benches are here and the fountains are here.

II. DISCUSSION

1. Parking License Agreement with Jim White

Assistant City Manager and Finance Director Amy Davis told how we are in the process of trying to clean up the Milliken Court Parking Lot. We are working to increase the organization of parking and the aesthetics of the lot, creating a loading and unloading area and making it possible for the garbage trucks to turn around. We have had trouble in the past enforcing the area because there is no visible striping.

Ms. Davis told how during this process we noticed that the offices of Jim White and Associates occupy two of the parking spaces. Amy requested authorization from the City Commission to enter into an agreement with Jim White for parking; $500 per year per space. Mr. White told how he has used these parking spaces for over 35 years and thanked the Commission for their consideration.

Discussion took place regarding the logistics of the parking lot, including the striping, the directional arrows, the pedestrian walkways, enforcement and signage.

Commissioner Partridge noted her employment relationship with Jim White & Associates and recused herself, abstaining from the discussion and the vote.

Commission consensus was to move this item forward to the Regular Agenda of the next regularly scheduled Commission Meeting.

RESULT: MOVED TO FUTURE MEETING Next: 1/6/2020 6:00 PM

2. PSTA Agreement

Assistant City manager and Finance Director Amy Davis explained that in the past, the PSTA agreement was brought before the Commission annually. The most recent agreement expired on September 30, 2019. We had a tri-party agreement up until this time. The City of St. Pete Beach requested a change in their services and pricing model and no longer desired a tri-party agreement.

The PSTA staff and the City of Treasure Island met and negotiated a ten year agreement. There is no change to the fixed route through Treasure Island being proposed. Total annual cost will be $214, 594 which is less than was budgeted for FY 2020.

Debbie Leous is the Chief Financial Officer for PSTA. Ms. Leous spoke regarding the future of public
transportation and the current studies that are taking place. PSTA offers several transportation options which include: Direct Connect, TD Late Shift Program and DART (mobility on demand.)

Commission consensus was to move this item forward to the Consent Agenda of the next regularly scheduled Commission Meeting.

RESULT: MOVED TO FUTURE MEETING  Next: 1/6/2020 6:00 PM

3. Ordinance 2020-01 Budget Amendment for Purchase of Antique Police Car

Assistant City Manager & Finance Director Amy Davis explained that this Ordinance is a companion piece to the donation received for the purchase of the antique police car. This budget amendment will appropriate those funds as required.

Commission consensus was to move this item forward to the Consent Agenda of the next regularly scheduled Commission Meeting.

RESULT: MOVED TO FUTURE MEETING  Next: 1/6/2020 6:00 PM

4. Authorization to Purchase Services for the Installation of a Water Tight Access Hatch and Valve Vault Replacement

Public Works Director Mike Helfrich spoke regarding the installation of the water tight hatch on 115th Avenue. Once the hatch is successfully placed in the road the milling and paving of 115th Avenue can take place. The hatch is expected to be delivered around the 15th of January.

RESULT: MOVED TO FUTURE MEETING  Next: 1/6/2020 6:00 PM

5. Extension of Time for Site Plan Modification at 10091 Gulf Blvd.; Oceana East

Assistant Community Improvement Director Kathy Gademer explained to the City Commission that an extension of time is needed for the proposed marine project at 10091 Gulf Blvd. The plans and permits have all been approved but the submerged land lease has not been received yet from the State. Work cannot begin without it. This is a request to extend the City’s permit for an additional year to allow the work to be completed once the submerged land lease is received.

Commission consensus was to move this item forward to the Regular Agenda of the next regularly scheduled Commission Meeting.

RESULT: MOVED TO FUTURE MEETING  Next: 1/6/2020 6:00 PM

6. City Manager Evaluation

Human Resources Director Tiffany Makras affirmed that she has received City Manager evaluations back from the City Commission. The scores were averaged and the results were provided to the Commission. The Commissioners proposed a salary increase. Ms. Makras affirmed that adequate funds have been budgeted for the proposed 3.2% increase.

Commission consensus was to move this item forward to the Consent Agenda of the next regularly scheduled Commission Meeting.
III. OLD BUSINESS
None

IV. CITY COMMISSION REPORTS
Commissioner Toth wished everyone a Merry Christmas, Happy Hanukkah and Happy New Year.

Commissioner Payne announced that he will be putting his hat in for another term. Candidate qualification opened today. He thanked the Police Department for installing the new speed sign on the causeway. The Commissioner thanked everyone that participated in the Isle of Palms Tree Lighting. He thanked those that attended the Robbie’s Breakfast at the Community Center. Commissioner Payne announced that today is his youngest brother’s 21st birthday, “Happy Birthday!” Please join us on Christmas Eve to view the luminaries and Merry Merry Christmas.

Commissioner Partridge thanked everyone that attended the Holiday Light Up Event. Merry Christmas to everyone and congratulations to the staff that have worked so hard this year.

Commissioner Horak offered holiday wishes to everyone and Happy New Year. The Santa Stroll was very festive and fun for everybody. Christmas Eve Luminaries will be lit at sunset.

V. PUBLIC COMMENT
None

VI. ADJOURN
The meeting adjourned at 8:05 PM.
The meeting was called to order at 6:01 PM by Mayor Larry Lunn

A. PLEDGE OF ALLEGIANCE
Mayor Lunn opened the meeting at 6:01 PM, and led those in attendance in the Pledge of Allegiance.

B. ROLL CALL

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C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS
Approved

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

1. Certificate of Achievement for Excellence in Financial Reporting
City Manager Garry Brumback acknowledged the work of the Finance Department. He commended Finance Director Amy Davis and Assistant Finance Director Junko Brown on receiving the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association. This is the 37th year the City of Treasure Island has received this award. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. Manager Brumback thanked Amy and Junko for their hard work and noted that this should make our residents proud.

RESULT: NO ACTION NECESSARY

2. Recognition - Steve Rowland, Paramedic School Graduate
Fire Chief Barrs introduced Steve Rowland to the City Commission. Mr. Rowland has served the City of Treasure Island for five years and most recently graduated with his paramedic license. His wife pinned his new patch on his uniform while he received a standing round of applause. Mr. Rowland thanked the City and his family for seeing him through school.

RESULT: NO ACTION NECESSARY

3. Recognition - Daren Chiaputi, 2019 Employee of the Year/ 20 years of service
City Manager Garry Brumback announced that the 2019 Employee of the Year is Officer Daren Chiaputi. Daren was nominated by his fellow employees because of his compassion and tireless dedication to
community outreach with the homeless population in our City. The City Manager told how Daren will receive $500 and a designated and personalized parking space for one year. Manager Brumback then congratulated Officer Chiaputi on 20 years of service with the City and presented him with a Certificate of Appreciation and a gift. Daren thanked everyone in attendance and then touched upon the fact that he is just part of the puzzle. It takes a community and a team; all the departments coming together to help the public in a positive and influential manner. Mayor Lunn told how there are a lot of people in the community who are worried about the homeless. He thanked Officer Chiaputi for the effort that he has put forth, noting that it is noticeable and appreciated.

RESULT: NO ACTION NECESSARY

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Dominique Reiter announced there will be three events in the next thirty days. The dog park Grand Opening will be on Saturday January 25th from 11AM - 1PM. The Chili Challenge will take place during the 2nd Annual Community Appreciation Day. There will be a retirement party for Chief Boudreau on February 7th.

F. APPROVAL OF MINUTES

1. Approval of December 3, 2019 Board of Commissioners Regular Meeting Minutes

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Tyler Payne, Commissioner, District 2
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Payne, Partridge, Horak
ABSENT: Toth

2. Approval of December 3, 2019 Board of Commissioners Regular Workshop Minutes

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Tyler Payne, Commissioner, District 2
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Payne, Partridge, Horak
ABSENT: Toth

G. CONSENT AGENDA

Mayor Lunn reviewed the Consent Agenda by title.

1. City Manager Annual Evaluation

RESULT: APPROVED [UNANIMOUS]
MOVER: Tyler Payne, Commissioner, District 2
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Payne, Partridge, Horak
ABSENT: Toth

2. Approve City Manager Purchase Authority for $145,374.17 for a Water Tight Access Hatch and Valve Vault Replacement at Lift Station #7 from TLC Diversified, INC
3. Approve Agreement for Beach Trolley Service provided by PSTA for a 10-year period

RESULT: APPROVED [UNANIMOUS]
MOVER: Tyler Payne, Commissioner, District 2
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Payne, Partridge, Horak
ABSENT: Toth

H. ITEMS OF BUSINESS

1. Ordinance 2019-15, 2nd Reading and Public Hearing to Amend 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

City Attorney Jennifer Cowan provided a second reading of Ordinance 2019-15. Mayor Lunn opened the Public Hearing at 6:15 PM. There were no comments and the public hearing closed at 6:15 PM.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tyler Payne, Commissioner, District 2
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Payne, Partridge, Horak
ABSENT: Toth

2. Ordinance 2020-01, 1st Reading to Amend the FY 2020 Police Department Budget to appropriate donated funds in the amount of $15,200 for the purchase of a 1953 Pontiac Chieftain

City Attorney Jennifer Cowan provided a first reading of Ordinance 2020-01.

RESULT: MOVED TO FUTURE MEETING [UNANIMOUS] Next: 1/21/2020 6:00 PM
MOVER: Tyler Payne, Commissioner, District 2
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Payne, Partridge, Horak
ABSENT: Toth

3. Approve an Extension of Time for Site Plan Modification at 10091 Gulf Blvd.; Oceana East

Community Improvement Director Paula Cohen explained to the City Commission that the submerged land lease for the Oceana project has taken a significant amount of time to be issued. Once it is issued there are still several steps that must be completed before construction can begin. The Planning & Zoning Board has recommended the Commission approve the requested extension. Terri Skapik, representative for the project, affirmed that all required permits have been obtained, including DEP, US Army Corp of Engineers and Pinellas County Water Navigation Permit. Ms. Skapik reiterated Ms. Cohen, telling how staff has changed in the State’s Submerged Land Lease Office which has slowed down the processing and issuance of these leases. Responding to Commissioner Horak, Ms. Skapik explained
that all other permits are good for three to five years. A brief conversation took place regarding the rental of boat slips at this location. It was confirmed that the P&Z Board had established as a condition of construction that the docks would be available for use only by the guests of Oceana.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tyler Payne, Commissioner, District 2
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Payne, Partridge, Horak
ABSENT: Toth

4. Approve a Parking License Agreement with Jim White & Associates

Finance Director and Assistant City Manager affirmed that no changes have occurred since the workshop regarding the two parking spaces in McMillen Court.

Commissioner Partridge declared that she is an employee of Jim White & Associates and abstained from participating in the discussion and voting of this item. (CE-Form8B-EFF has been filed with the official and permanent minutes in the City Clerk’s office.)

RESULT: APPROVED [3 TO 0]
MOVER: Tyler Payne, Commissioner, District 2
SECONDER: Heidi Horak, Commissioner, District 4
AYES: Lunn, Payne, Horak
ABSTAIN: Partridge
ABSENT: Toth

I. ADJOURNMENT

The meeting adjourned at 6:39 PM.
The meeting was called to order at 6:41 PM by Mayor Larry Lunn

I. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan announced that we received word from the council for the seller of the Allied Building. The closing date is March 5, 2020.

City Manager Garrison Brumback stated that Commissioner Toth sends her regret for not being here this evening. She would like to thank the Fire Department for their support on Christmas Eve. The City Manager reminded folks that the Community Survey is online. Please take a few minutes to fill it out if you haven't already. Mr. Brumback invited all residents to attend our 2nd Annual Community Appreciation Day on February 1st from 10AM - 2 PM. There are 4 spots left if you want to participate in the Chili Cook-off.

II. DISCUSSION

1. Preliminary 4th Quarter Financial Update

Finance Director and Assistant City Manager Amy Davis provided a 4th quarter overview of the FY 2019 budget. Amy reviewed all fund accounts and provided a summary of each one. General Fund Revenues are at 92% of budget and General Fund Expenditures came in at 82% of budget.

RESULT: NO ACTION NECESSARY

2. Execution of a Three-Year Contract with DeAngelo Brothers, LLC for Invasive Vegetation Removal and Monitoring in the Amount of $54,450

Assistant Public Works Director Stacy Boyles informed the City Commission that three bids were received on October 30, 2019 for the removal of invasive and exotic species along the City’s beach. This is a long-term process that must be maintained as most invasive plants are fast growing. Responding to Commissioner Payne, who asked about the visual impact of the project, Ms. Boyles told how most of the plants are low-lying plants.

The bid that best meets the City’s needs was offered by De Angelo Brothers, LLC. The scope of the work includes the monitoring, reporting and complete removal and disposal and/or treatment of invasive and/or exotic plant species after obtaining a Coastal Construction Control Line 3-year Administrative Permit from the Florida Department of Environmental Protection.

Commission consensus was to move this item forward to the Consent Agenda of the next regularly scheduled Commission Meeting.

RESULT: MOVED TO FUTURE MEETING

Next: 1/21/2020 6:00 PM

3. Authorize the City Manager for the Execution of Purchase Authority to Wright National Flood Insurance for Flood Insurance Premiums not to exceed $79,316 for FY2020
Human Resource Director Tiffany Makras reported that it is time to renew the City’s flood insurance for FY 2020. Having a closing date for the Allied Building makes it so we can better predict the costs. We anticipate an 11% decrease and overall we are looking at spending no more than $79,316 which was included in the budget.

Commission consensus was to move this item forward to the Consent Agenda of the next regularly scheduled Commission Meeting.

RESULT: MOVED TO FUTURE MEETING

III. OLD BUSINESS

None

IV. CITY COMMISSION REPORTS

Commissioner Horak invited everyone to participate in Beach Clean-up this Saturday. Meet at Caddy's at 8:30 am. She requested folks participate in the Community Survey and reminded them to use See Click Fix to report any problems they see.

V. PUBLIC COMMENT

Ms. Reiter told how the Chili Cook-off Challenge was originally designed to accommodate 20 participants. However, we will not turn anyone away that wants to participate.

VI. ADJOURN

The meeting adjourned at 7:06 PM.
DATE: December 27, 2019

TO: Garry Brumback, City Manager

FROM: Stacy Boyles, Asst Director of Public Works

SUBJECT: Execution of a Three-Year Contract with DeAngelo Brothers, LLC for Invasive Vegetation Removal and Monitoring in the amount of $54,450.00

BACKGROUND

The removal of invasive and/or exotic species is an important best management practice, especially in sensitive or rare ecosystems, such as the City’s beach. Invasives and exotics choke out native plants and removing them aids in the restoration of native biodiversity. This is a long-term process that must be maintained as most invasives are fast growing.

POLICY / PURPOSE

The purpose of this item is to request that the City Commission execute a three-year contract with DeAngelo Brothers, LLC for the removal of invasive vegetation along the City’s beach.

STRATEGIC PLAN RELEVANCE

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

ANALYSIS / DISCUSSION

Bid Results
Invitation to bid No. 20-005 was issued on October 30, 2019 and three bids were received:

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid</th>
<th>Disposal Trip Fee*</th>
</tr>
</thead>
<tbody>
<tr>
<td>EarthBalance Corporation</td>
<td>$156,075.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>DeAngelo Brothers, LLC</td>
<td>$44,450.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Aerostar SES, LLC</td>
<td>$204,271.92</td>
<td>$8.07</td>
</tr>
</tbody>
</table>

* The quoted disposal trip fee does not include the actual cost of disposal at the landfill which is dependent on the tonnage. The number
of trips will depend on the size of the vehicle/trailer used.

DeAngelo Brothers, LLC was the lowest, responsive bidder. In addition to their base bid, funds are requested to cover up to $10,000 in disposal costs. The contractor will submit tipping fee receipts and only the actual tipping charges, plus the quoted trip fees will be reimbursed. The scope requires that the contractor dispose of the removed invasives on a daily basis, so that they are not spread by wind or other factors.

**Removal/Treatment Methods**

The scope of work includes the monitoring, reporting, and complete removal and disposal and/or treatment of invasive and/or exotic plant species after obtaining a Coastal Construction Control Line 3-Year Administrative Permit from the Florida Department of Environmental Protection.

For the purposes of this contract, invasive species are those classified as Category I and II in the latest Florida Exotic Pest Plan Council List of Invasive Plant Species and Florida Administrative Code Section 5B-57.007, Noxious Weed List. The following species have been identified within the project area for removal and/or treatment:

- Coinvine (*Dalbergia ecastaphyllum*);
- Beach naupaka (*Scaevola sericea*);
- Brazilian pepper (*Schinus terebinthifolius*);
- Australian pine (*Casuarina spp.*) - all saplings that are 8 feet or less and marked full-grown trees only;
- Carrotwood (*Cupaniopsis anacardiodes*);
- Skunk vine (*Paederia fetida*);
- Rosary pea (*Abrus precatorius*);
- Pothos (*Epipremnum pinnatum var. aureum*);
- Rattlebox (*Sesbania spp.*); and
- Lead tree (*Leucaena leucocephala*).

Permitted manual removal methods include selective spot removal via hand-pulling, digging with hand tools, cutting with a pruner, lopper, hand saw, or chain saw. If selective removal is not possible without disturbing native vegetation, listed invasive/exotic species must be killed in place with dye-laced herbicide. Herbicide must be applied following the prescribed best management practices as documented in the invitation to bid and supplied reference materials.

Prior to the initial herbicide application, the locations of all species to be treated must be marked with pin flags and identified on a map, noting the proposed herbicide and application method. This will allow the City to inspect the project area prior to application and will facilitate future inspections for regrowth. For subsequent removals/treatments, the initial report must be updated to show which locations exhibit regrowth with the species identified and the proposed removal/treatment method to be used. Following treatments, the contractor must report the total volume of each herbicide used.

The following table shows the required removal and/or treatment frequency covered under the three-year contract.

<table>
<thead>
<tr>
<th>Removal/Treatment Frequency</th>
<th>Initial Removal/Treatment</th>
</tr>
</thead>
</table>
FUNDING

The total funding required for the three-year contract is $54,450.00. Funding in the amount of $47,636.00 was approved in the FY2020 budget in account number 001-5391-34000. The remaining amount of $6,814.00 will be budgeted for in subsequent years to cover disposal fees in years two and three.

RECOMMENDATIONS

It is recommended that the City Commission execute a three-year contract with DeAngelo Brothers, LLC for invasive vegetation removal and monitoring in the amount of $54,450.00.

ATTACHMENTS

Attachment A - Contract

MOTION

I move to approve and authorize the City Manager to execute a three-year contract with DeAngelo Brothers, LLC for invasive vegetation removal and monitoring in the amount of $54,450.00.
CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND DeAngelo Brothers, LLC

PERTAINING TO

INVASIVE VEGETATION REMOVAL AND MONITORING

ITB 20-005

This CONTRACT is made and entered into on the ___ day of __________, 20___
("Effective Date"), by and between the City of Treasure Island, a public body politic
and municipal corporation organized and existing under the Laws of Florida whose address is:
City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("CITY"), and
DeAngelo Brothers, LLC, FEIN 23-2332783,
("CONTRACTOR"), collectively (the "PARTIES") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive bid for
INVASIVE VEGETATION REMOVAL AND MONITORING ITB 20-005 as set forth in the
attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that
there exists the need for INVASIVE VEGETATION REMOVAL AND MONITORING ITB 20-
005 in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and
CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto
agree as follows:
SECTION 1. SCOPE OF WORK.
The Scope of Work/Services is specially identified in ITB 20-005.

SECTION 2. TERM.
The term of the contract will extend from the effective date until the final payment of the invoice by the City. Such final payment will occur after all work items in Exhibit A are completed as required, unless this contract is otherwise terminated as permitted herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.
Obligations of the CONTRACTOR include, but are not limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.
a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that
the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the bid submittal. The CONTRACTOR agrees to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Bid. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

c. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.
b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments will be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.
The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. SCHEDULE.
The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. INDEPENDENT CONTRACTOR.
This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.
If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.
The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).
In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.
The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. INSURANCE.
The CONTRACTOR shall maintain such insurance as specified in Section IV General Conditions of ITB 20-005, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all policies, as applicable.

SECTION 18. INDEMNIFICATION.
The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys’ fees and experts’ fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. SOVEREIGN IMMUNITY.
The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
SECTION 20. PUBLIC RECORDS.

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

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;

c. Ensure that the public records are exempt or confidential, and exempt from public 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 CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22. NOTICE.

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given
on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company: DeAngelo Brothers, LLC
Attention: Jamos Beierle
Address: 6209 Bowdendale Ave.
Phone: 904-262-2001
Fax: 904-262-0010
Email: jamos.beierle@dbiservices.com

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.
The following documents are hereby incorporated and made part of this Contract:

1. Invitation to Bid Documents for ITB No. 20-005 including addenda and attachments
2. Bid documents submitted by CONTRACTOR as part of their solicitation response.
SECTION 24. MISCELLANEOUS.

i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.

ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY’S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.

v. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.

vi. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY’S internal purposes only, and any and all terms, provisions, and conditions contained in this CONTRACT will not modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants,
terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

xi. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT’s contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

xii. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term ‘including’ is not limiting.

xiii. Each of the Parties covenants to the other party to this CONTRACT that it has lawful authority to enter into this CONTRACT, that the governing or managing body of each of the Parties has approved this CONTRACT, and that the governing or managing body of each of the Parties has authorized the execution of this CONTRACT in the manner set forth below.

City of Treasure Island

INVASIVE VEGETATION REMOVAL AND MONITORING

Packet Pg. 31
xiv. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

[THIS REST OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR
DeAngelo Brothers, LLC
(name of corporation or business)

BY: Jamos Beierle
(title of authorized corporate officer or individual)

Jamos Beierle
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk: Mayor:

Signature

Signature

City of Treasure Island
1110 20-005
INVASIVE VEGETATION REMOVAL AND MONITORING
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit Value</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Initial Removal</td>
<td>$13,750.00</td>
</tr>
<tr>
<td>2</td>
<td>30-day Removal</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>3</td>
<td>Year 1 Quarter 1 Removal</td>
<td>$2,900.00</td>
</tr>
<tr>
<td>4</td>
<td>Year 1 Quarter 2 Removal</td>
<td>$2,900.00</td>
</tr>
<tr>
<td>5</td>
<td>Year 1 Quarter 3 Removal</td>
<td>$2,900.00</td>
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<tr>
<td>6</td>
<td>Year 1 Quarter 4 Removal</td>
<td>$2,900.00</td>
</tr>
<tr>
<td>7</td>
<td>Year 2 Semi-Annual 1 Removal</td>
<td>$4,300.00</td>
</tr>
<tr>
<td>8</td>
<td>Year 2 Semi-Annual 2 Removal</td>
<td>$4,300.00</td>
</tr>
<tr>
<td>9</td>
<td>Year 3 Semi-Annual 1 Removal</td>
<td>$4,300.00</td>
</tr>
<tr>
<td>10</td>
<td>Year 3 Semi-Annual 1 Removal</td>
<td>$4,300.00</td>
</tr>
</tbody>
</table>

**TOTAL BID** $44,450.00

**Disclosed Disposal Fee (per ton)**

- Pinellas County Tipping Fee* ($39.75 as of FY20) $39.75
- Vendor Charge per trip + 75 $114.75

Subtotal $114.75

Tons 1

Total Disposal Fee $114.75

*Will change with any future annual tipping fee increase; considered a pass-through cost to the City
Exhibit F: BID BOND

Any singular reference to Bidder, Surety, City, or other party will be considered plural where applicable.

BIDDER (Name, Address, and Telephone Number):
DeAngelo Brothers, LLC
100 North Conahan Drive
Hazelton, PA 18201
Phone: 570-459-1112

SURETY (Name, Address of Principal Place of Business, and Telephone Number):
Lexon Insurance Company
10002 Shelbyville Road, Suite 100, Louisville, KY 40223
615-553-9500

OWNER (Name, Address and Telephone Number):
City of Treasure Island ("City")
120 108th Avenue
Treasure Island, FL 33706 (727) 547-4575

INVASIVE VEGETATION REMOVAL AND MONITORING - ITB – 20-005
TREASURE ISLAND, FLORIDA

Bond Number: Bid Bond
Date: December 5, 2019
Penal sum Ten Percent of Attached Bid $ 10%

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
DeAngelo Brothers, LLC
Bidder’s Name and Corporate Seal
By: Signature
Print Name
Title
Attest: Signature
Print Name

SURETY
Lexon Insurance Company
Surety’s Name and Corporate Seal
By: Signature (Attach Power of Attorney)
Print Name
Title
Attest: Signature
Print Name

City of Treasure Island
ITB 20-005
INVASIVE VEGETATION REMOVAL AND MONITORING
46
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a “Company” and collectively, “Sompo International,” do hereby constitute and appoint: William Reildinger as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings; provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of Five Million Dollars ($5,000,000.00).

Surety Bond No.: Bid Bond
Principal: DeAngelo Brothers, LLC
Obligee: City of Treasure Island

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled “Certificate.”

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation,  
By: Richard Appel, SVP & Senior Counsel  
SEAL 2002 DELAWARE

Endurance American Insurance Company,  
By: Richard Appel, SVP & Senior Counsel  
SEAL 1996 DELAWARE

Lexon Insurance Company,  
By: Richard Appel, SVP & Senior Counsel  

Bond Safeguard Insurance Company,  
By: Richard Appel, SVP & Senior Counsel  

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he is the Officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified;
2. That the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

3. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

“RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BREGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT; and be it further RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of December, 2019.

By: Amy Taylor, Notary Public  My Commission Expires 5/23/2023

NOTICE: U.S. TREASURY DEPARTMENT’S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury’s website – https://www.treasury.gov/resource-center/sanctions/SDN-list.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-0500  Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Packet Pg. 36
DATE: December 30, 2019

TO: Garry Brumback, City Manager

FROM: Tiffany Makras, Human Resources Director

SUBJECT: Authorize the City Manager for the Execution of Purchase Authority to Wright National Flood Insurance Company for Flood Insurance Premiums not to exceed $79,316 for Fiscal Year 2020.

BACKGROUND

Public Risk Insurance Agency (PRIA) is a contracted insurance broker for the City and they have placed flood insurance coverage with Wright National Flood Insurance Company for the past seven years.

POLICY / PURPOSE

To request authorization from the City Commission to authorize the City Manager to spend up to $79,316 on flood insurance premiums.

ANALYSIS / DISCUSSION

To date, the City Manager has approved payment for two policy renewals totaling $1843, which is within his spending authority. There are an additional 16 policies scheduled to renew this fiscal year at an anticipated premium amount of $77,473. This is an 11% decrease from last fiscal year’s flood insurance expense. The lower cost is attributed to a reduction in the coverage amounts for buildings and/or contents.

Included in this year’s total for flood insurance premiums is a quote for the new City Hall building for $4976; however, the final cost of the policy is subject to change by the time coverage is bound. In an abundance of caution this request includes a 25% contingency factor for that property only, which would be $6,220.
The City’s purchasing policy requires for the Commission to approve expenditures over $25,000, therefore staff is requesting authorization for the City Manager to approve premium payments for the 17 remaining flood policy renewals for this fiscal year.

**FUNDING**

Funding is available for the remaining flood policy renewals and was adequately budgeted for this fiscal year.

**RECOMMENDATIONS**

Staff recommends the City Commission authorize the City Manager to approve premium payments up to $79,316 for flood insurance policy renewals.

**ATTACHMENTS**

*Flood Insurance Schedule*

**MOTION**

I move to approve and authorize the City Manager purchasing authority to Wright National Flood Insurance Company for flood insurance premium payments not to exceed $79,316 for fiscal year 2020.
### Flood Insurance - FY20

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Description</th>
<th>Effective Date</th>
<th>Insured Amount</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>10451 Gulf Blvd</td>
<td>Allied Bldg (New City Hall)</td>
<td>TBD</td>
<td>$500,000</td>
<td>$6,220</td>
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<tr>
<td>120 108th Ave</td>
<td>City Hall</td>
<td>06/01/19-06/01/20</td>
<td>0</td>
<td>100,000</td>
<td>3,124</td>
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<tr>
<td>1 Park Place</td>
<td>Community Center</td>
<td>06/01/19-06/01/20</td>
<td>$500,000</td>
<td>170,000</td>
<td>18,299</td>
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<tr>
<td>180 108th Ave</td>
<td>Police &amp; Fire Bldg</td>
<td>06/01/19-06/01/20</td>
<td>0</td>
<td>171,200</td>
<td>4,984</td>
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<td>10315 Paradise Blvd</td>
<td>TB Clubhouse</td>
<td>11/15/19-11/15/20</td>
<td>0</td>
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<td>340</td>
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<tr>
<td>10315 Paradise Blvd</td>
<td>TB Golf Maint</td>
<td>11/15/19-11/15/20</td>
<td>0</td>
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<td>152 108th Ave</td>
<td>Public Works</td>
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<td>0</td>
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<td>481</td>
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<tr>
<td>Bayshore Dr &amp; 80 Terr</td>
<td>Lift station 2</td>
<td>06/01/19-06/01/20</td>
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<tr>
<td>124 ave &amp; Lagoon Ln</td>
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<tr>
<td>85th Ave &amp; E Bay</td>
<td>Pump station</td>
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<td>481</td>
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<tr>
<td>99th Ave &amp; 1st St</td>
<td>Lift station 5</td>
<td>06/01/19-06/01/20</td>
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<td>5,000</td>
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<tr>
<td>Capri Blvd &amp; 6 St E</td>
<td>Lift station 6</td>
<td>06/01/19-06/01/20</td>
<td>0</td>
<td>5,000</td>
<td>481</td>
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<tr>
<td>Paradise Blvd &amp; S Yacht Club Dr</td>
<td>Pump station</td>
<td>06/01/19-06/01/20</td>
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<td>5,000</td>
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<tr>
<td>126 Ave &amp; 2 St E</td>
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<td>Capri Blvd &amp; 3 St E</td>
<td>Lift station 9</td>
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<tr>
<td>115 Ave between 6 &amp; 7 St</td>
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<td>06/01/19-06/01/20</td>
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<td>5,000</td>
<td>481</td>
</tr>
<tr>
<td>Paradise Blvd &amp; Dolphin Dr</td>
<td>Lift station 11</td>
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<td>0</td>
<td>5,000</td>
<td>481</td>
</tr>
<tr>
<td>100 108th Ave</td>
<td>Master Pump station</td>
<td>06/01/19-06/01/20</td>
<td>$500,000</td>
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<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$79,316</strong></td>
<td><strong>$1,843</strong></td>
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</table>
DATE: January 3, 2020

TO: Mayor and City Commission

FROM: Garry Brumback, City Manager

SUBJECT: Resolution 2020-02

BACKGROUND

There continues to be efforts in the state legislature to erode “Home Rule” for local governments. Florida Statute passes house bill 7135 in 2008 preempting local governments from passing any legislation restricting the use of single use shopping bags and polystyrene containers. Currently there is Senate Bill 182 being proposed rescinding this preempting legislation and allowing local governments the ability to regulate the use of these containers or tax the use of these containers.

POLICY / PURPOSE

The policy and purpose of this resolution is to protect and defend the basics premise of “Home Rule” allowing the Commission to decide what rules and regulations are in the best interest of the community of Treasure Island.

STRATEGIC PLAN RELEVANCE

This resolution supports Goal 4 “preserve, protect and promote the City’s beach” and objective 3 under goal 4 “to support residents, business owners and visitors alike to be good stewards of our environment.

ANALYSIS / DISCUSSION

The expansive use of single use plastic bags and polystyrene containers and their typical disposal rates creates an impediment to the City’s waste reduction and recycling goals while creating unsightly litter. Reusable bags and biodegradable containers are considered to be the best option to reduce waste and litter, protect wildlife and conserve resources.

FUNDING
There is no funding associated with this resolution.

RECOMMENDATIONS

Staff supports adoption of this resolution.

MOTION

I move to approve and authorize Resolution 2020-02 strongly encouraging the state legislature approve Senate Bill 182 and any companion House bills relating to the preemption recyclable polystyrene materials by amending section 403.7003 and section 500.90, Florida Statutes repealing the preemption of local laws regarding the use or sale of single use plastic bags and polystyrene materials.

ATTACHMENT(S)

- Resolution 20-02
RESOLUTION NO. 2020-02

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE TOWN OF TREAURE ISLAND, PINELLAS COUNTY, FLORIDA, STRONGLY ENCOURAGING THE STATE LEGISLATURE TO APPROVE SENATE BILL 182, AND ANY COMPANION HOUSE BILLS RELATING TO THE PREEMPTION OF RECYCLABLE AND POLYSTYRENE MATERIALS BY AMENDING SECTION 403.7033 AND SECTION 500.90, , FLORIDA STATUTES, REPEALING THE PREEMPTION OF LOCAL LAWS REGARDING THE USE OR SALE OF SINGLE-USE PLASTIC BAGS AND POLYSTYRENE MATERIALS.

WHEREAS, the City Commission of the City of Treasure Island is diligent in its efforts to preserve the beautiful environment that supports the tourism industry which is so vital to the economy of the City of Treasure Island and the State of Florida; and

WHEREAS, plastic bags and polystyrene are detrimental because they do not fully degrade in our oceans or land environment and they introduce unsafe chemicals into our environment; and

WHEREAS, plastic bags and polystyrene create the potential for death of land and marine animals through entanglement and ingestion; and

WHEREAS, the expansive usage of single-use shopping bags and polystyrene containers and their typical disposal rates creates an impediment to the Town’s waste reduction and recycling goals while creating unsightly litter; and

WHEREAS, single-use plastic bags and polystyrene containers are difficult to recycle and frequently contaminate material that is processed through the Town’s curbside recycling and composting programs; and

WHEREAS, reusable bags and biodegradable containers are considered to be the best option to reduce waste and litter, protect wildlife and conserve resources; and

WHEREAS, Council acknowledges that some businesses have taken affirmative steps to accomplish this goal and recognizes their proactive efforts; and

WHEREAS, it is in the public interest for the Council to encourage and enable the location of a viable reusable bag manufacturing operation in the State of Florida; and
WHEREAS, it is in the public interest for the Florida Legislature to provide statewide deregulation of the proliferation of single-use shopping bags and polystyrene containers; and

WHEREAS, the Florida Legislature under "The Energy, Climate Change, and Economic Security Act of 2008", enacted House Bill 7135, creating Sections 403.7033 and 500.90, Florida Statutes; and

WHEREAS, Section 403.7033 requires the Florida Department of Environmental Protection (DEP) to perform an analysis and submit a report to the Legislature by February 1, 2010, regarding the necessity and efficacy of both statewide and local regulation of bags used by consumers to carry products from retail establishments; and

WHEREAS, the statute also provides that until such time that the Legislature adopts the recommendations of DEP, no local or state government may enact any regulation or tax on the use of such retail bags; and

WHEREAS, the DEP analysis determined a need for new or different regulations of bags used by customers to carry products from retail establishments and recommends the implementation of new standards requiring the prohibition of plastic carryout bags encourages the use of reusable bags to the benefit of the State’s environment; and

WHEREAS, Section 500.90 preempts local regulation of the use or sale of polystyrene products; and

WHEREAS, the Town Council supports the efforts to repeal Sections 403.7033 and 500.90, Florida Statutes, so that local government can enact appropriate legislation relating to the regulation of plastic bags and polystyrene containers.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA:

Section 1. The Mayor and City Commission support efforts to repeal Sections 403.7033 and 500.90, Florida Statutes, so that local governments are no longer preempted from enacting appropriate legislation relating to the regulation of plastic bags and polystyrene containers.

Section 2. The Mayor and City Commission encourages approval of Senate Bill 182 and all companion House Bills eliminating preemption language in Sections 403.7033 and 500.90, Florida State Statutes.
Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED in a regular, adjourned session of the City Commission of the City of Treasure Island, FL assembled this 4th day of February.

____________________________
Lawrence Lunn, Mayor

____________________________
Ruth Nickerson
City Clerk
BACKGROUND
Members of the community have held several fund raising events and have raised $15,200 to
be used for the purchase of an antique 1953 Pontiac police car from an individual, Mr. Hall of St.
Pete Beach.

POLICY / PURPOSE
To adopt this budget amendment to the FY 2020 Budget to appropriate $15,200 in donated
funds to the City to allow for the purchase of an antique Police vehicle.

STRATEGIC PLAN RELEVANCE
GOAL 7: Preserve the City's unique and high-quality neighborhoods. This goal in the strategic
plan highlights preserving the City's quality of life and uniqueness.

ANALYSIS / DISCUSSION
To enable the City to spend the donated funds to purchase the antique police vehicle, the
budget needs to be amended to appropriate those funds.

FUNDING
Approval of this budget amendment will authorize the appropriation of $15,200 of donated
funds:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Donated funds</th>
<th>$15,200</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure</td>
<td>Vehicles</td>
<td>001-5210-64200</td>
</tr>
</tbody>
</table>
RECOMMENDED MOTION

I move to approve/deny Ordinance No. 2020-01, amending the FY 2020 General Fund Budget by appropriating $15,200 of donated funds to the Police Department for the purchase of an antique police vehicle at this 2nd and final hearing.

ATTACHMENTS

Ordinance No. 2020-01
Public Hearing Notice
ORDINANCE 20-01

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2020 GENERAL FUND BUDGET TO APPROPRIATE DONATED FUNDS TO THE POLICE DEPARTMENT PROGRAM IN THE AMOUNT OF $15,200 TO BE USED FOR THE PURCHASE OF AN ANTIQUE POLICE VEHICLE; 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, $15,200 of funds were raised by members of the community to be used to purchase a 1953 Pontiac police vehicle;

WHEREAS, the antique police vehicle will be purchased for $15,200;

WHEREAS, this budget amendment will appropriate the donated funds so that the vehicle may be purchased from the Police Department program;

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 appropriate the donated funds to purchase the antique police vehicle.

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 appropriate donated funds that was raised by members of the community for the purpose to purchase an antique police vehicle in the amount of $15,200.

SECTION 3. That allocation of said funds shall be as follows:

From: Donated funds $15,200
To: 001-5210-64200 Vehicles $15,200

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.


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 21st 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
THE CITY OF TREASURE ISLAND,
NOTICE OF PUBLIC HEARING

The City Commission of the City of Treasure Island, Florida proposed to adopt the following Ordinance, which is applicable city wide:

ORDINANCE 2020-01

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2020 GENERAL FUND BUDGET TO APPROPRIATE DONATED FUNDS TO THE POLICE DEPARTMENT PROGRAM IN THE AMOUNT OF $15,200 TO BE USED FOR THE PURCHASE OF AN ANTIQUE POLICE VEHICLE; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

The 2nd reading and public hearing of this ordinance will be held Tuesday, January 21, 2020 at 6:00 PM in the Treasure Island City Hall Auditorium, 120 108th Avenue, Treasure Island, Florida 33706.

Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. A copy of this ordinance is available for inspection in the Office of the City Clerk between the hours of 8:00 AM and 4:30 PM Monday through Friday.

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 proceeding, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made [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: January 13, 2020

TO: Garry Brumback, City Manager

FROM: Garry Brumback, City Manager

SUBJECT: City Attorney

BACKGROUND

The City of Treasure Island currently contracts for their City Attorney services with offices of Lewis, Longman and Walker (LLW). Our City Attorney is Ms. Jennifer R. Cowan. Ms. Cowan has elected to change firms from LLW to Bryant Miller and Olive (BMO) effective January 31, 2020. Ms. Cowan has been an exceptional City Attorney for Treasure Island since 2015 and wishes to continue this relationship. In accordance with the rules of the Florida Bar the City has three choices:

1. The City may file to stay with Lewis, Longman and Walker
2. The City may file and request the transfer of account balances to Jennifer R. Cowan, Esq. Bryant Miller and Olive
3. The City may retain new counsel and have them contact Lewis Longman and Walker

POLICY / PURPOSE

The policy supporting this choice is to seek out and provide the best legal representation possible for the community.

STRATEGIC PLAN RELEVANCE

The strategic goal which best supports this item is Goal 6: Hire, develop, support and retain diverse workforce that is focused on customer service and delivering high quality services to the City.

ANALYSIS / DISCUSSION
Ms. Cowan has been Treasure Island’s City Attorney for almost 5 years and has learned both the policy intents of the Commission and Staff and the operational impact of quality legal services. She is a trusted advisor to both the elected officials, staff and appointed boards. She has guided the City through a variety of legal challenges and been a valuable member of the team.

FUNDING

The current budget for legal services is $333,500 in the FY 2020 Budget to include attorney retainer ($66,500), ordinances (items outside the retainer) ($192,000) and claims and litigation ($75,000).

There is an additional $7,000 for Special Magistrate activities and can also be used to support litigation/legal fees directly associated with the enforcement of the Florida Building Code.

RECOMMENDATIONS

Staff recommends Filing and transferring account balances to Jennifer R. Cowan, Esq. at Bryant, Miller and Olive.

MOTION

I move to approve and authorize the City Manager to file and transfer trust account balances to Jennifer R. Cowan, Esq. at Bryant, Miller and Olive effective on February 1, 2020.

ATTACHMENT(S)

Letter Re: Legal Representation of City of Treasure Island, Florida
LLW Matter No. 5082-003, 5082-005, 5082-006, 5082-007, 5082012 dated January 9, 2020
January 9, 2020

Via U.S. Mail and E-Mail to: qbrumback@mytreasureisland.org

Garrison "Garry" Brumback
City Manager
City of Treasure Island, Florida
120 108th Avenue
Treasure Island, FL 33706

Re: Legal Representation of City of Treasure Island, Florida
LLW Matter No. 5082-003, 5082-005, 5082-006, 5082-007, 5082-012

Dear Mr. Brumback:

As you are aware, this firm has the privilege of representing the City of Treasure Island, Florida (the “City”) in the above-referenced matter. As you may know, I am the Shareholder in charge of Lewis, Longman & Walker, P.A.’s St. Petersburg office. This correspondence is to inform you that as of January 31, 2020, Ms. Cowan will be leaving Lewis, Longman & Walker, P.A. (“LLW”) to join the law firm of Bryant, Miller & Olive.

LLW values and appreciates the opportunity to represent the City, but since Ms. Cowan was the designated lawyer representing the City, we are required by the rules regulating the Florida Bar to inform the City that the City may have LLW continue to represent it; the City may choose to have Ms. Cowan continue to represent the City at her new firm; or it can choose to retain new counsel. Whatever decision the City chooses, please know that all parties involved desire to make this transition as easy as possible for the City.

If the City wishes to have Ms. Cowan and her new firm represent the City, or it wishes to retain new counsel, arrangements to bring the City’s outstanding account with LLW current will have to be made. Until the date of Ms. Cowan’s departure, all services rendered to the City by her will be owed to this Firm. Any retained or unspent fees or costs currently held by LLW, at the City’s request, will be promptly returned or transferred to the lawyer the City designates. Please advise us as quickly as possible of the City’s decision, so that continuity in the City’s representation is assured. You may do so by indicating the City’s choice below and returning a signed dated copy to the undersigned via email, facsimile or in the enclosed stamped envelope. Please retain a copy of this designation letter for the City’s records.
January 9, 2020

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Should you have any questions or concerns regarding this matter, please do not hesitate to contact me at (727) 245-0820.

Sincerely,

Kevin S. Hennessy, Shareholder
khennesy@llw-law.com
Lewis, Longman & Walker, P.A.

Jennifer R. Cowan, Esq.
jcovan@llw-law.com
Lewis, Longman & Walker, P.A.

Please indicate your designation for representation:

☐ The City wishes its files to stay with Lewis, Longman & Walker, P.A.

☐ The City wishes its files and trust account balances to be transferred to Jennifer R. Cowan, Esq. at Bryant, Miller & Olive.

☐ The City will retain new counsel and have them contact Lewis, Longman & Walker, P.A.

Print Name ___________________________ Date ___________________________

Signature ___________________________ Title ___________________________