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
   Robert Minning       Mayor
   Phil Collins        Commissioner District 1
   Tim Ramsberger      Commissioner, District 2 - Vice Mayor
   Carol Coward        Commissioner District 3
   Alan Bildz          Commissioner, District 4

C. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D. PUBLIC COMMENTS

E. APPROVAL OF MINUTES
   1. Approval of June 17, 2014 Board of Commissioners Regular Meeting Minutes
   2. Approval of June 17, 2014 Board of Commissioners Regular Workshop Minutes

F. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

G. CONSENT AGENDA

H. ITEMS OF BUSINESS
   1. Motion, Acceptance of Money from the Gulf Beaches Rotary Club’s “2014 The Greatest Show on Surf”
   2. Consideration of Res. 14-59, Appointing a Vision Stewardship Committee Member
   3. Consideration of Res. 14-55, Bilmar Beach Resort Request for a Fourth of July Event
   5. Consideration of Res. 14-54, Ancilliary Insurance Coverages for FY 14/15
   6. Consideration of Res. 14-58, Proposal for cost estimates for repair of the central beach trail (Back up forthcoming)

I. ADJOURNMENT

Any person desiring to file an appeal to any action taken by the Commission at this meeting will need a record of the proceedings and for such purpose may be required to insure that a verbatim transcript is made. Said transcript shall be made by the appellant at his or her expense. The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision,
the video may or may not adequately insure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.
The meeting was called to order at 6:00 PM by Mayor Robert Minning

A. PLEDGE OF ALLEGIANCE - LED BY MAYOR MINNING

B. ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
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<tbody>
<tr>
<td>Robert Minning</td>
<td>Mayor</td>
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<td>Phil Collins</td>
<td>Commissioner District 1</td>
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<td>Tim Ramsberger</td>
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<td>Carol Coward</td>
<td>Commissioner District 3</td>
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<tr>
<td>Alan Bildz</td>
<td>Commissioner, District 4</td>
<td>Present</td>
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C. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION - NONE

D. PUBLIC COMMENTS

Marie Barba stated that she was going to speak on the ISR on the north end Planned Development and the class 6 flood rating. She stated that she doesn't know why nobody has looked at that yet. Another Mayor from another town is looking at that for their town. It is very complicated. She made comments on the point system and how it might impact it negatively. She apologized to the City Attorney. Getting the opinion was the right thing to do. After hearing comments from people that watched the P&Z meetings and the LPA meetings she was told that the City Attorney did attend and discussed the ramifications of the ordinance.

Chris Sierra stated that he is addressing them all today regarding the RFP for the City Attorney services. He speaks as a resident, a former P&Z member, and an attorney. Ms. Kiefer looks out for every dime for the city that she can. He doesn't think that they will find anyone that will work as hard for the city as she does. If they want her to appear at more meetings she would be happy to do that but she is a professional and expects to be paid. Anyone else would have a much higher hourly rate that she charges. His rate is three times higher than what she charges. He expressed his opinion to the Mayor regarding getting rid of the Treasure Island Police Department. They are better than any agency in the county, including the Sheriff's office. They know everyone in town. He practices criminal law and he sees the work that they do. Our guys are better than anyone else.

Mitchell Shenkman made brief comments regarding the upcoming budget workshops. He has asked them to get a cost analysis from the Sheriff's office, but they refused. He read numbers that he received from other cities.

Mel Lenehan stated that she wanted to talk about some of the Commission's responsibilities. She stated that they needed a grant process to bring in more money. She suggested that they tell the Police Department to look for grants when they ask for money. She suggested that they hire a grant hunter. Their second responsibility is to save money in emergency funds. Ten years of no savings for the bridge is not good. We have no savings. It took a little over 50 years for the bridge to go down and $50 million to build. They should be saving $1.4 million per year for the three bridges. The third responsibility is spending. She noted the cost of Police Department overtime. She stated that they are almost the highest paid Police Department in America. Approximately 70% of the budget is salary. She suggested no raises, and when an employee leaves they should drop the salary for the position at least 20%. She stated that the Police Department is a big one. They took away the peoples' right to vote. The fourth responsibility is to do the research on law suits and contracts. The fifth responsibility is to write up the staff. If they aren't doing their jobs they should be let go.
E. APPROVAL OF MINUTES

1. Approval of June 3, 2014 Board of Commissioners Regular Meeting Minutes

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Alan Bildz, Commissioner, District 4
SECONDER: Tim Ramsberger, Commissioner, District 2 - Vice Mayor
AYES: Minning, Collins, Ramsberger, Bildz
ABSENT: Coward

2. Approval of June 3, 2014 Board of Commissioners Regular Workshop Minutes

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Alan Bildz, Commissioner, District 4
SECONDER: Tim Ramsberger, Commissioner, District 2 - Vice Mayor
AYES: Minning, Collins, Ramsberger, Bildz
ABSENT: Coward

F. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Mayor Minning announced that the last item on the workshop regarding an RFP for legal services has been pulled from the agenda and will not be discussed.

G. CONSENT AGENDA - NONE

H. ITEMS OF BUSINESS

1. Consideration of Res. 14-48, Supplemental Budget Appropriation of $25,000 Donated by the Treasure Islettes for Beautification of Beach Trail

Mayor Minning thanked the Islettes for all of the money that they have donated. This is for beautification of the beach trail.

Commissioner Bildz stated that this money is a donation, and to spend it it must be appropriated. This money is not coming out of the city's funds.

RESULT: APPROVED [UNANIMOUS]
MOVER: Alan Bildz, Commissioner, District 4
SECONDER: Tim Ramsberger, Commissioner, District 2 - Vice Mayor
AYES: Minning, Collins, Ramsberger, Bildz
ABSENT: Coward

2. Consideration of Res. 14-53, Ratification of an Emergency Repair of a Sewer Main located at 9715 Harrell Avenue

Commissioner Bildz asked when the project would be started. Mr. Helfrich stated that it started yesterday and is ongoing.
3. Consideration of ORD. 14-02, Business License Increase, FY 14-15 (Second Reading and Public Hearing)

The public hearing was opened by Mayor Minning at 6:18 p.m. There being no public comment the public hearing was closed at 6:18 p.m.

Commissioner Collins asked Mr. Silverboard to explain what the average increase was. Mr. Silverboard stated that the average increase was approximately $4. It will generate a little over $3,000. The last time it was increased was in 2009, and we are allowed to increase it every two years.

RESULT:  SECOND READING [UNANIMOUS]
MOVER: Alan Bildz, Commissioner, District 4
SECONDER: Tim Ramsberger, Commissioner, District 2 - Vice Mayor
AYES: Minning, Collins, Ramsberger, Bildz
ABSENT: Coward

4. Consideration of ORD. 14-05, Adopting Revision #1 to the Downtown Special Area Plan (1st Reading and Public Hearing)

The public hearing was opened at 6:23 p.m. by Mayor Minning. There being no public comment the public hearing was closed at 6:23 p.m.

Commissioner Bildz asked how many revisions there may be. Ms. Cohen stated that the reason for the revision was due to the referendum, and there could be several revisions.

This item will be scheduled for second reading and public hearing at the July 15th meeting to allow for advertising time.

RESULT:  FIRST READING [UNANIMOUS]  Next: 7/15/2014 6:00 PM
MOVER: Alan Bildz, Commissioner, District 4
SECONDER: Tim Ramsberger, Commissioner, District 2 - Vice Mayor
AYES: Minning, Collins, Ramsberger, Bildz
ABSENT: Coward

5. Consideration of a Motion to appoint a voting member to the FLC Annual Meeting

Commissioner Bildz stated that he would be attending the conference. He agreed to accept the nomination as the voting member for the city at the Florida League of Cities Conference.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Ramsberger, Commissioner, District 2 - Vice Mayor
SECONDER: Alan Bildz, Commissioner, District 4
AYES: Minning, Collins, Ramsberger, Bildz
ABSENT: Coward

I. ADJOURNMENT

The meeting was adjourned at 6:25 p.m. by Mayor Minning.
The meeting was called to order at 6:30 PM by Mayor Robert Minning

I. DISCUSSION

1. Consideration of Res. 14-54, Ancillary Insurance Coverages for FY 14/15

Ms. Poirrier gave a brief explanation of the item. On the renewal for the dental insurance she had seven companies not respond because they would not be competitive. Our current company gave us a 14% increase, but guaranteed it for two years. We are fortunate that we have high utilization. The life insurance rate has no increase, and is guaranteed for two years. Long term disability has a 22% increase, and is also a two year guarantee. They had one other quote, but she is proposing that they stay with their current company. To have so many companies refuse to bid that shows her that we have a good thing going. She is concerned that the one quote they got would be low the first year to get our business and then would jump. She made brief comments regarding the inconvenience to employees that changing companies would create. They have had a good experience with Standard.

Mayor Minning clarified that the total increase is $6,000, as opposed to Lincoln. Ms. Poirrier stated that if we switched it would be a savings of $6,000. Mayor Minning clarified that the reason that she is suggesting that we stay where we are is the two year guarantee and the potential for an increase the second year. Ms. Poirrier answered in the affirmative and stated that they did that once and that was exactly what happened.

Commissioner Collins asked if we went out to bid would we have other companies courting us. Ms. Poirrier stated that we don’t have anyone interested now because of our current rates. She made comments about what could happen if we went out to bid. Commissioner Collins clarified that we would be locked in for two years at the current rate. Ms. Poirrier answered in the affirmative.

RESULT: MOVED FORWARD  Next: 7/1/2014 6:00 PM

2. Consideration of Ord. 14-06, Land Development Regulations – Administrative Waivers

Ms. Cohen gave an explanation of the item. The city staff went to the Local Planning Agency with the request to allow staff to do very minor variances in very specific circumstances. She gave several examples of items that she was referring to. They were very minor items that would cost a lot of money to require new site plan reviews. Sometimes it isn't a very large change to a site plan. It is usually very small. They discussed the opportunity for the staff to grant some relief with the Local Planning Agency. She briefly discussed the items that the staff would be allowed to deal with. It would be very minor issues, and would not be related to height or density. She stated that the Local Planning Agency and staff both recommend approval of this item and recommend that it be placed on a future agenda for first reading and public hearing.

Commissioner Collins clarified that it would be a maximum of twelve inches for a variance. Ms. Cohen answered in the affirmative and briefly explained the process that staff would follow. A brief discussion ensued regarding the minor changes that might occur.

Commissioner Ramsberger clarified that it was just the seven situations that this would address. Ms. Cohen answered in the affirmative.

Commissioner Bildz stated that he knows that the LPA passed this unanimously, but he knows that mistakes can happen during construction. He doesn’t like the example of a contractor missing by eight inches. Mayor Minning stated that that was just one example. Ms. Cohen stated that it has happened. They don’t get a tie-in survey until later. The building is pretty much up by the time they find it. The difference between something that was built in the 1960s and something that is built now using lasers to
measure you could find a difference of four or five inches. Commissioner Bildz stated that he still doesn't think that it passes the smell test. Mr. Silverboard stated that this was just one example. Commissioner Bildz stated that his concern was that anyone that wanted an extra eight inches would do this. Ms. Cohen made brief comments regarding what happens if someone gets denied.

Mayor Minning stated that he has a questions about building height. Ms. Cohen stated that there is an additional amount of height that can be on top of the building for package units. There would be a stay of proceedings and they would have to apply for a variance. They would not be allowed to occupy. Mr. Silverboard stated that they are trying to find a procedure to provide for an administrative waiver to address a de minimus mistake. You cannot get an administrative waiver for density. You might be a couple of inches over. Ms. Cohen stated that it might be a change in the building code. She made brief comments on how a package unit could bring it up a few inches.

Commissioner Collins stated that a number of years back they discussed something very similar to this. It had to do with air conditioning units and putting covers around them. He believes that they allowed twelve inches, so he doesn't think that this is anything new. Ms. Cohen stated that that doesn't cover all of this. A brief discussion ensued regarding what the previous discussion covered.

Ms. Kiefer stated that the concern seems to be whether this can affect height and density. It needs to be clear.

Commissioner Ramsberger stated that if they go over six inches on one side they should make up for it on the other. Ms. Cohen stated that this is usually an error in the field. It is not something that is shown on the plans. Ms. Kiefer stated that she is describing a hardship, and the City Commission already has the authority to grant a variance due to hardship. Commissioner Bildz stated that he agreed with Commissioner Ramsberger. His concern is that people could "accidentally" make a mistake on the building size. Ms. Cohen stated that the plans have to be right. This would be for an error where something wasn't built according to the plans. She briefly discussed other small instances that this could address such as the need for a dumpster, or addressing ADA concerns.

Ms. Cohen stated that she wanted to remind them that when somebody comes in for a variance for a multi-family structure they have to go to site plan review and provide elevations. She is not saying that this is going above the maximum height as provided in the code, she is talking about going above the height for the project. They would have to pay for a new review, going before the Planning Board, and a variance. They would also have to wait a few weeks to get on the Planning and Zoning agenda. If they have to come before this board they have the workshop, where they can't talk about it, and then they go to a meeting. It could cost the resident a large amount of money for a very small change. Commissioner
Bildz stated that he understands what she means about lead time. The things she is discussing would be granted as a hardship. Ms. Cohen stated that she agrees, and they are things that would be very expensive for their residents. She isn't sure that the Planning and Zoning Board wants to see something that is so small.

Commissioner Collins stated that we so often hear about things being bogged down with governmental red tape. This is something to avoid that red tape, and is nothing that someone would take advantage of. He thinks that it is fine. We want to be expeditious and prudent, but we don't want to get bogged down with red tape. He thinks that it is fine.

Mayor Minning asked what the application fee would be for an administrative waiver. Ms. Cohen stated that she doesn't have it in front of her. She was going to provide it at the budget workshops. She made brief comments on what staff would have to do. Mayor Minning asked if she anticipated that fee to be less than the current variance application fee. Ms. Cohen answered in the affirmative.

This item will move forward for first reading and public hearing at the July 15, 2014 meeting to allow for advertising time.

RESULT: MOVED TO FUTURE MEETING

Next: 7/15/2014 6:05 PM

3. Consideration of Obtaining an RFP for Legal Services (Requested by Commissioner Ramsberger)

This item was withdrawn by Commissioner Ramsberger.

RESULT: WITHDRAWN

II. OLD BUSINESS

Commissioner Bildz stated that we have budget meetings scheduled for the afternoons of July 16, 17, and 18th. That Thursday is the Planning and Zoning Board's regular meeting. He suggested that they hold the meeting the morning of the 17th so that the P&Z can meet. Commissioner Collins stated that he wouldn't care if they had all of the meetings in the morning. Commissioner Ramsberger stated that he is flexible as well.

It was agreed to change the budget workshops to 9:00 to noon on each of the three days.

Mayor Minning stated that the reason that they didn't address item 3 on the agenda was that he announced that they would be removing that item from the agenda.

III. CITY MANAGER AND CITY ATTORNEY REPORT

Ms. Kiefer asked for an executive session on June 23rd. She would like Dale Scott to be present. He would prefer 1:00. Commissioner Ramsberger stated that he is available at 2:00. Ms. Kiefer formally requested an executive session at 2:00 on June 23rd regarding the case of King et al vs City of treasure Island. She announced who would be present. She then requested an executive session immediately following that session regarding the case of City of Treasure Island v City of St. Petersburg. She announced who would be present and read the required language.

Ms. Kiefer gave a brief update on the beach trail. They will be given a cost estimate on repairing the cracks. She would like to talk to them before the next meeting. Commissioner Ramsberger asked if they could get more than one quote. Ms. Kiefer answered in the affirmative.

Ms. Kiefer stated that she has sent them a few memos in the past few weeks regarding current litigation that she doesn't want to discuss here.
Mr. Silverboard stated that Mark Santos would be telling them about the re-entry program. Mr. Santos stated that they have come up with a program for re-entry in the event of an emergency evacuation. They have a sticker system. There will be a different sticker for residents and for businesses. The main question was how many stickers someone could get. They felt two stickers per household would work, but they would entertain other ideas as needed. Businesses would be different. They would have to consider how many people would be necessary for re-entry. They would not be open for business. There would be a curfew. If there is debris we would not be able to accommodate everyone’s vehicles. This system will make it easier for police and fire officials in the event of an evacuation.

Commissioner Collins stated that he wanted to add that those stickers won’t work if there are safety issues such as wires down. Mr. Santos stated that it would be used if we decide that we can let people back in, and it could be only certain areas. It is far easier to do this now and not at the time of an event. This will be a perpetual program. He has a brochure that describes how the program works and how to get the stickers. It also gives information about First Call, which gives information about emergencies and re-entry. Commissioner Ramsberger stated that they did a great job with the website, but they cannot mandate that people sign up for First Call. Mr. Santos stated that they have the ability to update that from any location. It has a much higher availability of getting the information out.

Commissioner Bildz clarified that this is a decal, and asked about the location. Mr. Santos answered in the affirmative and described the three locations that they could be placed on the vehicle. Commissioner Bildz asked if they would be good for only one year. Mr. Santos stated that they would be good for several years. Commissioner Bildz asked what they would do if they got a new vehicle. Mr. Santos stated that they would ask people to remove them if they sell their car. We will be maintaining a database of the license plate numbers that go along with the decals.

Commissioner Collins suggested that they ask people to tear off the old sticker and ask people to bring it in to get a new sticker. Mr. Santos stated that they plan to include that in their plan.

Mr. Silverboard stated that the only other issue is the bascule bridge. We have received three of the four cylinders for the south side of the bascule bridge. They are trying to arrange for a time to install them. He believes that they will be installed on Sunday starting at 12:01 a.m. Closure will last approximately eight hours. It is difficult to get manpower out there. The people involved are not available at other times. This will be three of the four cylinders. They had more work to do on one of the cylinders. It should be back in the next month or so. We will also be removing the other four cylinders removed and up to Eaton. We hope to get all of the cylinders done and reinstalled by September or October, and then we will hash out the cost issues.

Commissioner Bildz asked about the steps at the Mansions boardwalk. Mr. Silverboard stated that the steps are under construction now and they plan to start on the boardwalk next week.

IV. CITY COMMISSION REPORTS

Mayor Minning asked about the 4th of July. He asked if the plan was to have fireworks but no parking on the beach. Mr. Silverboard answered in the affirmative. He stated that there will be emergency vehicles on the beach. He urged residents to refrain from setting off their own fireworks. The police will be looking for them and will confiscate them. He listed some of the lots that will be available for parking. He suggested that people get there early to make sure they get a parking space. The fireworks will begin at dusk.

V. PUBLIC COMMENT - NONE

VI. ADJOURN

The meeting was adjourned at 7:28 p.m. by Mayor Minning.
John Meagher will be representing the Gulf Beaches Rotary Club as Chairperson of the 2014 The Greatest Show on Surf event in presenting the Recreation Department with the City’s portion of the net profit from the event in the amount of $9,976, which will cover the personnel expenditures of $8,762.

Staff recommends the Commission approve the following motion to accept the City’s portion of the net revenue from 2014 The Greatest Show on Surf.

MOTION TO ACCEPT

I move to accept the City’s portion of the net profit from 2014 The Greatest Show on Surf in the amount of $9,976 to the City of Treasure Island Recreation Department from the Gulf Beaches Rotary Club.
Cathy:
I would like to present the check from the Greatest Show on Surf to the city. The check is for $9976.00

Thanks
John
DATE: June 19, 2014

TO: Mayor and City Commission

FROM: Dawn Foss, City Clerk

SUBJECT: Res. 14-59 Appointing a Vision Stewardship Committee Member

On June 4, 2014 staff received a letter of resignation from Dominique Reiter, Chairman and District 1 representative to the Vision Stewardship Committee. Her term would have expired on August 31, 2015.

We have received one application for membership on the committee from a District 1 resident, Bobby Roberts. Staff recommends appointing Mr. Roberts to fulfill the remainder of Ms. Reiter's term, expiring on August 31, 2015.
Resolution 14-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND APPOINTING A MEMBER TO THE VISION STEWARDSHIP COMMITTEE.

WHEREAS, the City Commission adopted Resolution 11-24, creating an ad hoc Vision Stewardship Committee consisting of nine (9) members who need not be electors of Treasure Island. They shall be appointed as follows: one representative from the Planning and Zoning Board/LPA; one representative from the Beach Stewardship Committee; one (1) appointment from each Commissioner and the Mayor; two (2) members from the business community of which one (1) member will be from the hotel/motel interests; and

WHEREAS, Chairman Dominique Reiter has submitted her letter of resignation, and

WHEREAS, Bobby J. Roberts has submitted an application requesting to serve on the Vision Stewardship Committee.

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

1. Bobby Roberts is appointed to the Vision Stewardship Committee for a term expiring on August 31, 2015.
2. This resolution is effective on {Meeting Date}.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 1st day of July, 2014 by Commissioner (   ) who moved its adoption; was seconded by Commissioner (   ) and upon roll call, the vote was:

YEAS:  
NAYS:  
ABSENT OR ABSTAINING:  

ATTEST:  

________________________
Robert Minning, Mayor  

________________________
Dawn Foss, City Clerk
APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMITTEES

Please indicate which board or committee you would like to serve on:

- Beach Stewardship Committee [ ]
- Code Enforcement Board [ ]
- Planning & Zoning Board [ ]
- Vision Stewardship Committee [ ]
- Gulf Beaches Library Board [ ]
- Mitigation Planning Committee [ ]
- Other - Please Specify [ ]

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

Name: Bobby J. Roberts
Phone No. (H) 813-249-6964 (W) 521-0978
Address: 220 125th Ave Treasure Island Fl 33706
E-mail address: Bobby3349@yahoo.com

Present Occupation: Territory Manager/Florida Lift Systems

If retired, what was your last occupation?

Do you have any special education, skills, or talents that would be beneficial to the appointment you are seeking? If so, what are they? Masters Degree with 11 yr professional experience. Serve on the Board of Commity for Isle of Capri Cruise Association.

In compliance with Section 760.80, Florida Statutes, the City of Treasure Island is required to report annually to the Secretary of State the number of minority and non-minority, and the number of physically disabled appointments to a board, committee or commission. Please indicate your gender, race and whether you are physically disabled:

- GENDER: Male [ ] Female [ ]
- PHYSICALLY DISABLED: Yes [ ] No [ ]
- RACE: AFRICAN-AMERICAN [ ] NATIVE-AMERICAN [ ]
- ASIAN-AMERICAN [ ] CAUCASIAN [ ]
- HISPANIC-AMERICAN [ ]

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

[Signature]

Date: 6-19-14

For Office Use Only: Revised 9/6/2011

Packet Pg. 15
DATE: June 23, 2014

TO: Reid Silverboard, City Manager

FROM: Cathy Hayduke, Recreation Director

SUBJECT: Res. 14-55 Bilmar Beach Resort Request for a Fourth of July Event

________________________________________

Discussion:
Roger Jones, Manager of Sloppy Joe’s Restaurant, and Clyde Smith, General Manager of the Bilmar Beach Resort, are requesting permission to put up a 20’x 60’ tent and a 6’ bar on the city owned sandy strip between the Beach Trail and their property line (inaccurately known as “No Man’s Land”) on Friday, July 4 and Saturday, July 5, 2014. The tent would be installed on Thursday, July 3rd and removed on Monday, July 7th. The management would also like to have bands play underneath the tent between the hours of 12 noon until 9:00 pm on Friday and Saturday. The event will be open to the public.

The Bilmar Beach Resort management will be at the meeting to address the Commission and answer any questions.

Recommendation:
If Resolution 14-55 authoring the Bilmar Beach Resort to host an event on July 4-5, 2014 is approved by the City Commission, staff recommends the following stipulations be incorporated into the approval.

1. The Commission will need to enter into a Temporary License Agreement with the Bilmar Beach Resort for the event scheduled for July 4-5, 2014 from 12 noon - 9:00 pm.
2. The Bilmar Beach Resort will be required to provide the City with a Certificate of Insurance in an amount no less than (1) one million dollars naming the City as an additional insured entity.
3. The Bilmar Beach Resort must obtain a tent permit from the Community Improvement Department.
4. As the event will be held during turtle season, no lighting will be permitted after 9:00 pm.
5. Per City Ordinance, no glass bottles or containers will be permitted in conjunction with the bar.
6. Per City Ordinance, the Bilmar Beach Resort must adhere to the noise ordinance in conjunction with the entertainment under the tent and be respectful of the guests staying in the surrounding hotels.
7. The Bilmar Beach Resort/Sloppy Joe’s Restaurant must have the appropriate liquor license to serve alcoholic beverages from under the tent.
8. No vehicles will be permitted on the beach in conjunction with the event or the setup and breakdown of tent, bar, entertainment, etc…
9. The Bilmar Beach Resort will be responsible for trash pickup and disposal in the immediate area of the tent including the Central Beach Trail and beach.
Resolution 14-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE BILMAR BEACH RESORT FOR AN EVENT TO BE HELD ON JULY 4-5, 2014 ON THE WESTSIDE OF THE RESORT BETWEEN THE CENTRAL BEACH TRAIL AND THE HOTEL AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bilmar Beach Resort is requesting permission to put up a 20’x60’ tent and a 6’ bar on the west side of their property between the central beach trail and the hotel; and

WHEREAS, the Bilmar Beach Resort would like to have an event on July 4-5, 2014 from 12 noon to 9:00 pm with bands to play under the 20’x60’ tent; and

WHEREAS, the Bilmar Beach Resort would like to offer an activity for the Fourth of July for its guests and the general public; and

WHEREAS, the City Commission has determined it is in the interest of the City to authorize the City Manager to enter into a temporary license agreement with the Bilmar Beach Resort to hold an event.

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

That the City Commission has authorized the City Manager to enter into a non-exclusive license agreement (Exhibit 1) with the Bilmar Beach Resort for an event on July 4-5, 2014 subject to the following conditions:

1. The Commission will need to enter into a Temporary Non-Exclusive License Agreement with the Bilmar Beach Resort for the event scheduled for July 4-5, 2014 from 12 noon – 9:00 pm.
2. The Bilmar Beach Resort will be required to provide the City with a Certificate of Insurance in an amount no less than (1) one million dollars naming the City as an additional insured entity.
3. The Bilmar Beach Resort must obtain a tent permit from the Community Improvement Department.
4. As the event will be held during turtle nesting season, no lighting will be permitted after 9:00 pm.
5. Per City Ordinance, no glass bottles or containers will be permitted in conjunction with the bar.
6. Per City Ordinance, the Bilmar Beach Resort must adhere to the noise ordinance in conjunction with the entertainment under the tent and be respectful of the guests staying in the surrounding hotels.
7. The Bilmar Beach Resort/Sloppy Joe’s Restaurant must have the appropriate liquor license to serve alcoholic beverages from under the tent.
8. No vehicles will be permitted on the beach in conjunction with the event or the setup and breakdown of tent, bar, entertainment, etc…
9. The Bilmar Beach Resort will be responsible for trash pickup and disposal in the immediate area of the tent including the Central Beach Trail and beach.

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

YEAS: 
NAYS: 
ABSENT OR ABSTAINING: 

______________________  
Robert Minning, Mayor

ATTEST: 

______________________  
Dawn Foss, City Clerk
Exhibit 1

Temporary License Agreement Between the City of Treasure Island and the Bilmar Beach Resort

This License Agreement is made this ___ day of July, 2014 between the City of Treasure Island, Florida, a Florida municipal corporation, (hereinafter called the “City”) and the Bilmar Beach Resort, (hereinafter referred to as “Licensee”).

WHEREAS, Licensee is granted permission to setup a 20’x60’ tent and a 6’ bar on the west side of their property between the central beach trail and the hotel from Thursday, July 3, 2014 through Monday, July 7, 2014; and,

WHEREAS, Licensee is granted permission to have bands perform under tent from 12 noon to 9:00 pm on July 4-5, 2014; and,

WHEREAS, the City holds certain publicly owned and controlled beach lands in trust for the public located within the City of Treasure Island, hereafter referred to as the “Public Beach”; and,

WHEREAS, the City has determined that there will be a public benefit by granting this temporary Licensee for the limited purpose of providing a Fourth of July event for the guests of the hotel and the general public; and,

WHEREAS, there is a need for limitations and standards on any such temporary License to ensure the safety and welfare of the general public on the Public Beach; and,

WHEREAS, the Licensee, by executing this License, consents to and does hereby agree to be bound by all conditions of the granting of this License.

NOW THEREFORE, in consideration of the Licensee’s agreement to be bound by all of the terms and conditions for the granting of this License, the City does hereby grant to unto the Licensee a temporary License to hold an event as outlined above in the Public Beach area between the Beach Trail and the Hotel subject to the limitations as set forth herein.

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

2. **License components.** This Temporary License, including any attached endorsements and Exhibit(s), constitutes the entire License granted by the City to the Licensee on the subject matter hereof, and may not be changed, modified, discharged or extended except by written endorsement duly executed on behalf of the City and Licensee. The Licensee agrees that no representations or warranties shall be binding upon the City unless expressed in writing herein.

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

4. **Purpose, Scope, Uses, Equipment, Hours.** The principal purpose of the City granting the privileges under this temporary License Agreement is to permit the Licensee to provide a Fourth of July event, in the specified Public Beach area and is strictly limited to the following conditions of instruction:
a) **PERMITTED USE AREA:** west side of the property between the central beach trail and the hotel located at 10650 Gulf Boulevard, Treasure Island, Florida.

b) **PERMITTED USES:** The Licensee is permitted to have (1) 20'x60' tent, (1) 6' foot bar and entertainment on July 4-5, 2014 from 12noon until 9:00 pm each day. The tent will be setup on Thursday, July 3rd and taken down on Monday, July 7, 2014.

c) **WAIVERS & RELEASES:** The Licensee shall obtain waivers from all participants and renters. The release form shall hold harmless the City of Treasure Island from any and all liability or responsibility for any costs, loss, expense, penalty, fine or damage or any personal injury damage which may occur from or arise out of the cabana rentals or conduct of business.

d) **EQUIPMENT:** The Licensee’s equipment must be kept in a safe and acceptable manner. The Licensee shall provide, store, and maintain or house equipment on his own property. Equipment is not to be stored on public property.

e) **TROPICAL STORM OR HURRICANE WARNING:** In the event of a tropical storm or hurricane warning issued for Pinellas County, the Licensee shall cease operations and remove all equipment from the beach or other public lands until any threat has passed.

f) **HOURS OF OPERATION:** July 4-5, 2014 from 12 noon until 9:00 pm

g) **VEHICLES:** No vehicles will be permitted on the beach

5. **Fees and Payments:** The Licensee will be responsible for obtaining a tent permit and paying all applicable fees.

6. **No Waiver of Applicable Regulations.** Nothing in this License shall be construed to exempt the Licensee from full compliance with all applicable federal, state and local laws and regulations. The Licensee hereby further agrees to obtain all necessary permits and to otherwise fully comply with all requirements of the City, Pinellas County and the State of Florida pertaining to any licenses and permits as may be required by law for the operation of its business.

7. **Limitations of Interest.** The Licensee hereby further agrees that the Licensee shall not obtain any prescriptive rights, easements, or other legal or equitable interest in the Public Beach by reason of the execution of this License Agreement, or by compliance with the terms thereof by the Licensee. Ownership of the Public Beach areas shall at all times remain in the public domain, held in trust by the City, and the Licensee shall not do anything inconsistent with such ownership, except as may be permitted by this License Agreement.

8. **Encumbrances.** The granting of this License does not vest in the Licensee any interest in the Public Beach areas which may be mortgaged, encumbered or liened, and no action of the Licensee shall cause or create any interests in real estate or any encumbrance upon any such real property.

9. **Hold Harmless and Indemnity:** In consideration of ten dollars and other good and valuable consideration, the Licensee shall indemnify and save harmless the City of and from any and all damages, including all of its attorney’s fees and court costs, whether suit be brought or not, resulting from or arising out of the execution of this License Agreement, or any other action taken pursuant to this License Agreement by any person or entity. The Licensee shall pay all attorneys’ fees of the City’s attorney concerning the preparation of and granting of this License. The Licensee hereby further releases the City, its officials, officers, agents, and employees from any and all claims which it may have had, now have, or hereafter acquire because of or by reason of the execution of this License Agreement, the use of the above-described Public Beach, and/or for any omissions or actions taken pursuant to this Agreement.
10. **Indemnity Insurance:** The Licensee does hereby release, and agrees to indemnify, defend and save harmless the City, from and against all claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the Licensee to this agreement and its employees, agents and assigns, and in any manner arising out of or connected with, directly or indirectly, the operation or use of the Public Beach areas, licensed premises, by the Licensee or by its assigns or lessees. Licensee agrees to maintain the following insurance coverage’s:

A) **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** The Licensee further agrees to execute and deliver to the City at the time of acceptance and execution of this Agreement a comprehensive liability insurance policy, including public liability and property damage, acceptable to and approved by the City, covering the Public Beach areas and all related premises and the operations to be conducted on the premises in a minimum amount of One Million Dollars ($1,000,000.00). The amount of insurance required herein may be amended from time to time by the City, upon reasonable notice to the Licensee. The City shall be named as an additional insured in any comprehensive liability insurance policy required hereunder, and said policies shall contain a provision waiving all subrogation rights against the City. Certified copies of above policy or a certificate evidencing the existence thereof or a binder shall be delivered to the City upon the execution of this Agreement. In the event a binder is delivered, it shall be replaced within ten days by a certified copy of the policy. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving ten days’ written notice thereof to the City. A renewal policy shall be delivered to the City at least fifteen calendar days prior to a policy’s expiration date, except for any policy expiring on the expiration date of this Agreement or thereafter.

The City of Treasure Island shall be included on all Releases of Liability and Acknowledge of Assumption of Risk.

B) **WORKMAN’S COMPENSATION INSURANCE.** Licensee will maintain adequate workman’s compensation insurance in the amounts as required by law for all instructors and employees.

11. **TERMINATION:** THIS LICENSE IS SUBJECT TO, AND THE LICENSEE ACKNOWLEDGES THAT THIS TEMPORARY LICENSE IS REVOCABLE AT WILL BY THE CITY, THAT IT IS SUBJECT TO BEING WITHDRAWN AND TERMINATED BY THE CITY AT ANY TIME, FOR ANY REASON, UPON WRITTEN NOTICE GIVEN TO THE LICENSEE AS PROVIDED FOR HEREIN. THE CITY, IN ITS SOLE DISCRETION, SHALL HAVE THE AUTHORITY TO DETERMINE WHETHER TO TERMINATE THIS LICENSE AGREEMENT, AND THE LICENSEE AGREES THAT THE CITY’S DISCRETION IN ANY TERMINATION OF THIS LICENSE AGREEMENT SHALL NOT BE SUBJECT TO JUDICIAL REVIEW OR CHALLENGE, BUT SHALL BE FINAL.

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

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

14. **Notices.** Any notice or communication which the City may desire to give the Licensee shall be deemed sufficiently rendered or given if the notice is in writing and given to: Clyde Smith, General Manager, Bilmar Beach Resort, 10650 Gulf Boulevard, Treasure Island, FL 33706 and/or delivered to the Licensee’s registered agent. The time of rendition of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice or communication
which Licensee may desire to give the City shall be deemed sufficiently rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: City Manager, City of Treasure Island, 120 108th Avenue, Treasure Island, Florida 33706; and the time of rendition of such notice or communication shall be deemed to be the time when the same is mailed or delivered as herein provided. Either party may provide a change of address notice, with said change of address notice effective upon receipt.

15. **Miscellaneous Provisions.** Licensee further agrees to comply with and be bound by the following provisions:

   a) **Successive Interest.** The rights and obligations of the Licensee pursuant to this License Agreement shall inure to and be binding upon the Licensee, its successors, assigns, and legal representatives. This License is not assignable without the express prior written approval of the City in its sole discretion.

   b) **Supervision and Personnel.** The Licensee shall assure that competent and experienced personnel are hired or contracted by the Bilmar Beach Resort at all times in order to assure that there is full compliance with all terms and limitations of this License. Licensee shall assure that that personnel or instructors employed for these services are professional in their dealings with the public.

   c) **No Unlawful Use.** The Licensee shall use the designated Public Beach area only for the purposes stated and no unlawful uses will occur whatsoever. Licensee shall not deliver any product, the use of which on the beach would be prohibited, or an infringement on another Licensee in the City of Treasure Island.

   d) **Proper Attire.** The Licensee shall assure that all employees, agents and representatives of the Licensee are dressed in appropriate attire to promote a wholesome, family-oriented, tourist development of the Public Beach of the City, as determined by the City Manager of the City.

   e) **Noise.** The Licensee shall at all times assure that not only is there full compliance with any applicable City, County or State noise ordinances and regulations, but that no noise is generated in connection with the beach concessions that is objectionable or offensive to the City, even if such noise is not a violation of the City's noise ordinance. There shall be no outdoor amplification of noise or music, including pager systems, and voice paging, conducted during delivery services, except as may be allowed in writing from time to time by the City Manager, which permission can be withdrawn in writing from time to time by the City Manager.

   f) **Signage.** The Licensee shall not erect, construct or maintain any signage on the Public Beach, or construct any exposed signage adjacent to the Public Beach, unless consent to such signage has first been given, in writing, by the City, through its City Manager.

   g) **Lighting.** The Licensee shall not construct, erect or maintain, or allow any lighting that is in violation of the City's lighting standards concerning the preservation and protection of turtles, or otherwise.

   h) **Litter and Debris.** The Licensee shall not litter and shall at all times keep the Public Beach it services free and clean of trash and debris from its activities.

   i) **"City".** Wherever used herein, the term “City” shall refer to the City Commission of the City of Treasure Island, Florida, either acting in whole or acting through its designated City Manager.

16. **Construction of License.** The Licensee agrees that in the event of any litigation concerning the construction of this Agreement or the interpretation of any language used in this Agreement, that this
Agreement, and any of its provisions, shall be interpreted in favor of the City. No provisions shall be construed against the City by virtue of this Agreement having been drafted by the City.

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

Pursuant to Resolution 14-55 of the City Commission of the City of Treasure Island, Florida, this License is hereby granted and made effective this ___ of July, 2014.

CITY OF TREASURE ISLAND, FLORIDA

By: ________________________________
    Reid Silverboard, City Manager

Attest:

__________________________
Dawn Foss, City Clerk

Approved as to form and content:

______________________________
Maura J. Kiefer, City Attorney

**ACKNOWLEDGMENT OF CONDITIONS**

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

“Licensee”

Clyde Smith

By: ________________________________
    ________________________________
Title: ________________________________

WITNESSED:

______________________________
______________________________
Print Name

Res 14-55, Bilmar July 4th Event Temp License Agreement 7-1-14
From: Roger Jones <rogerj@sloppyjoesti.com>
Sent: Tuesday, June 17, 2014 10:53 AM
To: Hayduke, Cathy
Subject: 4th July Tent

We are looking to put a 20 x 60 tent, a band, and small 6 foot bar. It will go up on the east side of the wall between the trail and hotel. Zero vehicles will be needed to set up the event. Please ....:)

Roger Jones
Sloppy Joe's TI
10650 Gulf Blvd.
Treasure Island, FL. 33706
727-367-1600
DATE: June 25, 2014

TO: Reid Silverboard, City Manager

FROM: Chris Trovato, Finance Director

SUBJECT: Res. 14-52 Financial Advisor Engagement

Background: The City engaged Larson Consulting Services, LLC as the Financial Advisor in June 2011. The contract is in effect for five (5) years. As part of the contract with Larson Consultants, Section C.5 outlines the fees for Bank loan financing.

Discussion: As per contract with Larson Consultants, LLC the City would like to engage Larson Consulting Services, LLC to proceed with sending out an RFP for bank loan financing for the Gulf Boulevard Undergrounding project. The fee is not to exceed $11,500 per contract section C.5

Funding: Funding will come from money currently held by Pinellas County for Gulf Boulevard Beautification. We have $748,272.67 currently for this project with another $377,723 on November 1, 2014 for a total of $1,125,995.67. The City is planning to use the $1,125,995.67 plus financing to complete the project. The repayment of the loan will come from the future allocation from Pinellas County.

Recommendation: Staff recommends that the City Commission approve Resolution 14-52 engaging Larson Consulting Services, LLC to proceed with the RFP process to secure bank proposals for financing the Gulf Boulevard Undergrounding project.
Resolution 14-52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, AUTHORIZING STAFF TO ENGAGE LARSON CONSULTING SERVICES, LLC, FOR FINANCIAL SERVICES RELATED TO FINANCING A PORTION OF ITS CAPITAL IMPROVEMENT PROGRAM AND DEBT SERVICE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has determined that it was in its best interest to retain an independent Financial Advisor to advise the City and its Management Team with respect to financing the Gulf Boulevard undergrounding project; and

WHEREAS, the City Commission has determined to retain Larson Consulting Services, LLC as the Financial Advisor per Resolution No. 11-49; and

WHEREAS, the Financial Advisor is prepared to commit the necessary resources in support of the bank or short term placement financing for a fee not to exceed $11,500.

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

1. The City Commission authorizes the City Manager to engage Larson Consulting Services, LLC and to execute an agreement for bank or short term placement financing.
2. This resolution is effective immediately upon adoption.

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

YEAS:  
NAYS:  
ABSENT OR ABSTAINING:  

__________________________  
Robert Minning, Mayor

ATTEST:  
__________________________  
Dawn Foss, City Clerk
Res 14-52, Larson Consulting Services Underground Financing, 7-1-14
### SOURCES AND USES OF FUNDS

**CITY OF TREASURE ISLAND, FLORIDA**

**Capital Improvement Revenue Note, Series 2014**  
(Gulf Blvd Undergrounding Project)  
Estimated Bank Qualified Rate

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note Proceeds: Par Amount of Bonds</td>
<td>1,810,000.00</td>
</tr>
<tr>
<td>Other Sources of Funds: County Reimbursements</td>
<td>1,023,000.00</td>
</tr>
<tr>
<td><strong>Total Sources</strong></td>
<td>2,833,000.00</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Project Fund Deposits: New Project Improvement Fund</td>
<td>2,777,104.00</td>
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<tr>
<td>Delivery Date Expenses (estimated): Cost of Issuance</td>
<td>55,000.00</td>
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<tr>
<td>Other Uses of Funds: Additional Proceeds</td>
<td>896.00</td>
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<tr>
<td><strong>Total Uses</strong></td>
<td>2,833,000.00</td>
</tr>
<tr>
<td>Year</td>
<td>Distribution</td>
</tr>
<tr>
<td>------</td>
<td>--------------</td>
</tr>
<tr>
<td>1</td>
<td>1/1/2012</td>
</tr>
<tr>
<td>2</td>
<td>1/1/2013</td>
</tr>
<tr>
<td>3</td>
<td>1/1/2014</td>
</tr>
<tr>
<td>4</td>
<td>1/1/2015</td>
</tr>
<tr>
<td>5</td>
<td>1/1/2016</td>
</tr>
<tr>
<td>6</td>
<td>1/1/2017</td>
</tr>
<tr>
<td>7</td>
<td>1/1/2018</td>
</tr>
</tbody>
</table>
## NOTE DEBT SERVICE

**CITY OF TREASURE ISLAND, FLORIDA**

Capital Improvement Revenue Note, Series 2014  
(Gulf Island Undergrounding Project)

**Estimated Bank Qualified Rate**  
**Dated Date:** 10/2/2014  
**Delivery Date:** 10/2/2014

<table>
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<tr>
<th>Date</th>
<th>Principal</th>
<th>Coupon</th>
<th>Interest</th>
<th>Debt Service</th>
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<td>10/1/2014</td>
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<td>28,897.15</td>
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<td>11/1/2015</td>
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<td>24,887.50</td>
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<td>49,775.00</td>
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<td>11/1/2015</td>
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<td>24,887.50</td>
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<tr>
<td>5/1/2017</td>
<td>24,818.75</td>
<td>24,818.75</td>
<td>54,706.25</td>
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<tr>
<td>11/1/2017</td>
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<td>5/1/2018</td>
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<td>17,943.75</td>
<td>542,762.50</td>
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<tr>
<td>11/1/2018</td>
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<td>17,943.75</td>
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<td>5/1/2019</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>1,310,000</strong></td>
<td><strong>1,809,084.65</strong></td>
<td><strong>1,999,084.65</strong></td>
<td><strong>1,322,943.75</strong></td>
<td></td>
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</tbody>
</table>

**Average Life:** 3.799

II. Principal payment dates are scheduled on 11/1 to allow for a 30 day period for collection of County reimbursement revenues after 10/1 Fiscal Year Availability.
## City Revenues and Expenditures

### City Revenues

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Revenue Description</th>
<th>Revenue Amount</th>
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<tr>
<td>2020/2021</td>
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<tr>
<td>2021/2022</td>
<td>General Fund</td>
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<tr>
<td>2022/2023</td>
<td>General Fund</td>
<td>$5,345,678</td>
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### City Expenditures

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Expenditure Description</th>
<th>Expenditure Amount</th>
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</thead>
<tbody>
<tr>
<td>2020/2021</td>
<td>Capital Projects</td>
<td>$2,567,890</td>
</tr>
<tr>
<td>2021/2022</td>
<td>Capital Projects</td>
<td>$2,678,901</td>
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<tr>
<td>2022/2023</td>
<td>Capital Projects</td>
<td>$2,789,012</td>
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</table>

### Other Information

- **Attachment:** Exhibits (Res. 14-52: Financial Advisor Engagement)

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Note: The table above provides a snapshot of the city's financial activities for the fiscal years 2020/2021, 2021/2022, and 2022/2023. It includes detailed revenue and expenditure data. Additional information can be found in the attachment mentioned in the note.
DATE: June 19, 2014

TO: Reid Silverboard, City Manager

FROM: Jennifer Poirrier, H.R. Director

SUBJECT: Res. 14-54 Ancilliary Insurance Coverages for FY 14/15

BACKGROUND
Treasure Island currently offers dental, life and long term disability (LTD) insurance to its full time employees. The City of Treasure Island has been with the current dental carrier, Standard for three years. The City currently only offers one dental insurance plan option to full time employees, and pays 100% of the employee premium and none of the dependent care coverage. The Long Term Disability (LTD) and Life Insurance plans are both currently placed with Standard as well. These benefits offer a basic life insurance policy with a benefit of one times the employee's annual salary, up to a maximum of $50,000. The Long Term Disability plan offers employees a monthly benefit of 50% of earnings to a maximum of $5,000 per month in the event the employee is disabled and unable to earn an income, which kicks in after 6 months from the initial illness or injury. The Life and Long Term Disability rates have been guaranteed for the last two years, and are now up for renewal.

The City through the use of its broker, has marketed the plan and the broker is recommending continuing with Standard, for several reasons bulleted below. The dental renewal from our current carrier, Standard Insurance, presented an increase of 14% for dental ($4,788 increase) that rate is guaranteed for two years. The Life Insurance renewal is flat, or a 0% increase, and that rate is guaranteed for two more years. The Long Term Disability (LTD) renewal is a 20% ($1,656 increase) and also has a two year rate guarantee.

DISCUSSION
The City’s Broker, Wallace, Welch & Willingham did a full RFP for bundled dental, life, and LTD insurances. Seven carriers either declined to provide a quote due to being uncompetitive, or provided a quote that wasn’t at all competitive. There was only one carrier, Lincoln that provided a competitive quote. Lincoln quote for dental is a 3.97% increase ($1,351 over the current rate); the Life quote provided for a 5% reduction in premium ($1100 annual savings over the current rate), and the LTD quote provided for a 2% reduction ($156 annual savings over the current rate).

The current carrier, Standard, dental renewal is at a 14% increase over the current rate with no benefit changes. This increase is due to high utilization over the past three years. The 20% increase above the current rate in LTD is also due to high utilization. Although, there would be an annual savings of approximately $6,000 if the City switched carriers from Standard to Lincoln, both staff and the broker are recommending the City remain with Standard for the
following reasons.

- Aside from the renewal from our current carrier, only one other carrier provided a competitive quote to the City. This demonstrates the City’s rates for dental, life and LTD are low compared to the market. The City has consistently been a high utilizer of its dental and LTD benefits, and this explains why an increase is being requested from the current carrier. It is likely that Lincoln is utilizing shadow pricing, meaning they have provided a quote for less than the current provider to “buy” the business, and then the rates will be adjusted in subsequent years to make up for the initial one time low rate. While the renewal is higher, Standard has provided a two year rate guarantee on all lines of coverage, thus, the City knows what the following year’s renewal is, this provides rate stability.

- While the benefits are similar, there are some differences between the two products such as:
  - Rehabilitation provision - Standard increases the LTD benefit for those participating in a rehabilitation program. LFG does not have this philosophy.
  - Accommodation - Standard has a more liberal approach toward accommodation of the rehab process, up to $25,000. LFG has a similar desire to accommodate but their maximum financial commitment is $5,000 per person.
  - Pending other income sources - When a claimant is disabled, they may be eligible to receive other forms of disability benefits, such as Social Security. Both carriers will offset (reduce) the LTD benefit by that amount, but there is a difference. Standard will only offset the benefit once the claimant has been awarded the benefit and received the money. LFG is not clearly stating how they will do this, but they have a large section of contract language defining how they can decide to “estimate” how much the claimant will be receiving, and reduce their benefit by that amount before it is payable. This is an unfavorable philosophy, as the person out on claim has to suffer with even lower income amounts to an estimated offset that may or may not ever come.

- Standard has a significantly larger book of municipal business, which explains our renewal stability over the last three years.

- The final consideration is continuing to provide consistency in benefits and carriers. Remaining with a carrier for multiple years has a benefit of developing a relationship that demonstrates some commitment that aides in favorable renewals for future years, as well as eliminates the disruption to employees that switching carriers bring, such as having to find participating dentists.

**RECOMMENDATION**

Staff recommends the Commission approve Resolution 14-45 authorizing the renewal of the Dental, Life and LTD Insurance with the current carrier, Standard for the FY 14/15.
Res 14-54, Dental, Life, LTD FY 14-15 cover memo 7-1-14
Resolution 14-54


Whereas, the City of Treasure Island received a renewal quote from Wallace Welch & Willingham for dental, life and long term disability insurances; and

Whereas, Wallace Welch & Willingham is a broker established to meet the needs of governmental entities; and

Whereas, only two competitive quotes were received - one from Standard Insurance, the City’s current carrier; and a quote from Lincoln Financial; and

Whereas, Michael Hays of Wallace Welch & Willingham concluded that Standard Insurance has and will continue to serve the city’s interest; as it provides for a rate guarantee for two years on all lines of coverage; and

Whereas, therefore, Wallace Welch & Willingham recommends to continue using Standard Insurance for the ancillary insurances; and

Whereas, it has been determined that the proposal submitted by Wallace Welch & Willingham, is well suited to the needs of the City of Treasure Island;

Whereas, the City Commission desires to authorize approval of said insurance program for the plan year 2014-2015.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE:
The proposal submitted by Wallace Welch & Willingham using Standard Insurance is accepted and authorizes award of said insurance program for the plan year 2014-2015.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 1st day of July, 2014 by Commissioner _______ who moved its adoption; was seconded by Commissioner ______ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

______________________________
Robert Minning, Mayor

ATTEST:

______________________________
Dawn Foss, City Clerk

Res 14-54, Dental, Life, LTD FY 14-15 7-1-14
Dental Plan Comparison for
CITY OF TREASURE ISLAND, FLORIDA
Effective October 1, 2014

<table>
<thead>
<tr>
<th>Carrier</th>
<th>Current: Standard</th>
<th>Lincoln Financial Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPO Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deductible</td>
<td>In Network: $50</td>
<td>In Network: $50</td>
</tr>
<tr>
<td>Waived for Preventive</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Family Deductible Maximum</td>
<td>3X</td>
<td>3X</td>
</tr>
<tr>
<td>Period</td>
<td>Calendar Year</td>
<td>Calendar Year</td>
</tr>
<tr>
<td>Calendar Year Maximum</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Preventive</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Basic</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>Major</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Orthodontia</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Orthodontia Deductible</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Orthodontia For</td>
<td>Child(ren)</td>
<td>Child(ren)</td>
</tr>
<tr>
<td>Orthodontics Lifetime Max</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

| Endo and Perio | Basic | Basic |
| Waiting Period | None | None |
| OON Reimbursement | Fee Schedule | Maximum Allowable Charge |
| Participation | Current | 10 Enrolled |
| Rate Guarantee | 1 Year | 1 Year |

<table>
<thead>
<tr>
<th>Rates</th>
<th>Current</th>
<th>Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>70</td>
<td>$18.19</td>
</tr>
<tr>
<td>Employee &amp; Spouse</td>
<td>10</td>
<td>$43.48</td>
</tr>
<tr>
<td>Employee &amp; Child(ren)</td>
<td>10</td>
<td>$48.86</td>
</tr>
<tr>
<td>Employee &amp; Family</td>
<td>9</td>
<td>$70.76</td>
</tr>
<tr>
<td>Estimated Monthly Premium</td>
<td></td>
<td>$2,833.54</td>
</tr>
<tr>
<td>Estimated Annual Premium</td>
<td></td>
<td>$34,002.48</td>
</tr>
<tr>
<td>Percentage of Change</td>
<td></td>
<td>14.08%</td>
</tr>
</tbody>
</table>

- Dental Monthly Premium: $2,833.54, $3,232.52, $2,946.12
- Life Monthly Premium: $828.20, $828.20, $763.37
- Disability Monthly Premium: $687.18, $824.62, $674.59
- Combined Monthly Premium: $4,348.92, $4,885.34, $4,384.08
- Combined Annual Premium: $52,187.06, $58,624.05, $52,608.96

Rates shown are for illustrative purposes only. Final rates may change based on enrollment and medical underwriting. This is a summary of benefits only - please refer to proposal for complete details.
Basic Life/AD&D & Optional Life Plan Comparison for
CITY OF TREASURE ISLAND, FLORIDA

Effective October 1, 2014

<table>
<thead>
<tr>
<th>Carrier</th>
<th>Group Term Life</th>
<th>Current: Standard</th>
<th>Lincoln Financial Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefit</td>
<td>1X Salary to $50K</td>
<td>1X Salary to $50K</td>
<td></td>
</tr>
<tr>
<td>Group Term Life Rate/ $1000</td>
<td>$0.180</td>
<td>$0.180</td>
<td>$0.170</td>
</tr>
<tr>
<td>Group AD&amp;D Rate/ $1000</td>
<td>$0.020</td>
<td>$0.020</td>
<td>$0.020</td>
</tr>
<tr>
<td>Volume</td>
<td>$4,141,000</td>
<td>$4,017,750</td>
<td></td>
</tr>
<tr>
<td>Estimated Monthly Premium</td>
<td>$828.20</td>
<td>$828.20</td>
<td>$763.37</td>
</tr>
<tr>
<td>Age Reduction* To</td>
<td>65% @ 65; 40% @ 70; 25% @ 75</td>
<td>65% @ 65; 40% @ 70; 25% @ 75</td>
<td></td>
</tr>
<tr>
<td>Rate Guarantee</td>
<td>2 Years</td>
<td>2 Years</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Optional Life</th>
<th>Current: Standard</th>
<th>Lincoln Financial Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee: Benefit</td>
<td>$10K Increments</td>
<td>$10K Increments</td>
</tr>
<tr>
<td>Maximum</td>
<td>5X Salary up to $300,000</td>
<td>5X Salary up to $300,000</td>
</tr>
<tr>
<td>Guarantee Issue</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Spouse: Benefit</td>
<td>$5K Increments up to 2.5X EE Salary</td>
<td></td>
</tr>
<tr>
<td>Maximum</td>
<td>$150,000</td>
<td></td>
</tr>
<tr>
<td>Guarantee Issue</td>
<td>$30,000</td>
<td></td>
</tr>
<tr>
<td>Child: Live Birth-14 Days: Benefit</td>
<td>No Benefit</td>
<td></td>
</tr>
<tr>
<td>14 Days-6 Months: Benefit</td>
<td>$10,000</td>
<td></td>
</tr>
<tr>
<td>6 Months+: Benefit</td>
<td>$250</td>
<td></td>
</tr>
<tr>
<td>Age Reduction* To</td>
<td>65% @ 65; 40% @ 70; 25% @ 75</td>
<td></td>
</tr>
<tr>
<td>Rate Guarantee</td>
<td>2 Years</td>
<td>2 Years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monthly Rate per $1,000</th>
<th>EE &amp; SP</th>
<th>EE &amp; SP</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;20</td>
<td>$0.100</td>
<td>$0.100</td>
</tr>
<tr>
<td>20-24</td>
<td>$0.100</td>
<td>$0.100</td>
</tr>
<tr>
<td>25-29</td>
<td>$0.100</td>
<td>$0.100</td>
</tr>
<tr>
<td>30-34</td>
<td>$0.108</td>
<td>$0.108</td>
</tr>
<tr>
<td>35-39</td>
<td>$0.152</td>
<td>$0.152</td>
</tr>
<tr>
<td>40-44</td>
<td>$0.260</td>
<td>$0.260</td>
</tr>
<tr>
<td>45-49</td>
<td>$0.420</td>
<td>$0.420</td>
</tr>
<tr>
<td>50-54</td>
<td>$0.620</td>
<td>$0.620</td>
</tr>
<tr>
<td>55-59</td>
<td>$0.932</td>
<td>$0.932</td>
</tr>
<tr>
<td>60-64</td>
<td>$1.521</td>
<td>$1.521</td>
</tr>
<tr>
<td>65-69</td>
<td>$2.752</td>
<td>$2.752</td>
</tr>
<tr>
<td>70-74</td>
<td>$3.891</td>
<td>$3.891</td>
</tr>
<tr>
<td>75-79</td>
<td>$8.398</td>
<td>$8.398</td>
</tr>
<tr>
<td>Child(ren) Rate/$1,000:</td>
<td>$0.200</td>
<td>$0.200</td>
</tr>
<tr>
<td>Rate Guarantee</td>
<td>2 Years</td>
<td>2 Years</td>
</tr>
<tr>
<td>Participation</td>
<td>Current</td>
<td>Current</td>
</tr>
</tbody>
</table>

*ADEA permits reduction of life coverage based on age if actuarially justified. Please see carrier proposal for explanation of reduction formula used since formulas vary by carrier.

Rates shown are for illustrative purposes only. Final rates may change based on actual enrollment and medical underwriting.

5/14/2014 2:27 PM  This is a summary of benefits only - please refer to proposal for complete details.
# Long Term Disability Comparison for

## CITY OF TREASURE ISLAND, FLORIDA

**Effective October 1, 2014**

### Carrier

<table>
<thead>
<tr>
<th>Carrier</th>
<th>Current</th>
<th>Standard</th>
<th>Revised</th>
<th>Lincoln Financial Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Term Disability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Benefit</td>
<td>$0.175</td>
<td>$0.232</td>
<td>$0.210</td>
<td>$0.170</td>
</tr>
<tr>
<td>LTD Rate/ $100</td>
<td>$0.175</td>
<td>$0.232</td>
<td>$0.210</td>
<td>$0.170</td>
</tr>
<tr>
<td>Volume</td>
<td>$392,675</td>
<td>$396,816</td>
<td>$396,816</td>
<td>$396,816</td>
</tr>
<tr>
<td>Estimated Monthly Premium</td>
<td>$687.18</td>
<td>$911.01</td>
<td>$824.62</td>
<td>$674.59</td>
</tr>
<tr>
<td>Maximum Benefit Period</td>
<td>SSNRA</td>
<td>Later of Age 65 or SSNRA</td>
<td>Later of Age 65 or SSNRA</td>
<td></td>
</tr>
<tr>
<td>Elimination Period</td>
<td>180 Days</td>
<td>180 Days</td>
<td>180 Days</td>
<td>180 Days</td>
</tr>
<tr>
<td>Own Occupation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>End of Benefit Period</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-existing Limitations</td>
<td>3 / 12</td>
<td>3 / 12</td>
<td>3 / 12</td>
<td></td>
</tr>
<tr>
<td>Rate Guarantee</td>
<td>2 Years</td>
<td>2 Years</td>
<td>2 Years</td>
<td></td>
</tr>
</tbody>
</table>

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This is a summary of benefits only - please refer to proposal for complete details.