

**CITY OF TREASURE ISLAND, FLORIDA
COMMISSION WORKSHOP SESSION
TUESDAY, AUGUST 2, 2005
7:00 P.M.**

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

I. PUBLIC COMMENTS:

II. APPROVAL OF MINUTES:

Minutes of the Meeting of July 26, 2005, are ready for approval.

III. DISCUSSION ITEMS:

1. Request to hold Sand Blast Soccer Tournament – Mike Storm
2. Proposed Noise Ordinance Revision
3. Ord. - No Wake Zones for Channels at Isle of Capri and 108th Avenue
4. Ord. - Code Enforcement Board Legal Counsel (2-162)
5. State Revolving Fund for Sewer System
6. Renewal of FDOT Maintenance Landscape Agreement
7. Appointment/Re-appointment to Boards and Committees
8. Rescheduling Commission Meeting of Tuesday, September 13 to Wednesday, September 14
9. Surf Beach Resort License Agreement
10. Appointment to PSTA Board of Directors
11. Bridge Update – Don Hambidge – Public Works Director

IV. OLD BUSINESS:

V. CITY MANAGER/CITY ATTORNEY REPORTS AND COMMENTS:

VI. REPORTS & COMMENTS BY COMMISSIONERS:

VII. PUBLIC COMMENTS:

VIII. 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 tape recording of all public hearings. In the event that you wish to appeal a decision, the tape may or may not adequately insure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

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 – 108 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.

**CITY OF TREASURE ISLAND
BOARD OF COMMISSIONERS MEETING
July 26, 2005
7:00 p.m.**

A. PLEDGE OF ALLEGIANCE: Led by Mayor Maloof

B. ROLL CALL:

Mayor Mary Maloof		Present
Commissioner Phil Collins	Vice-Mayor	Present
Commissioner Ed Gayton		Present
Commissioner Richard Kraus		Present
Commissioner Alan Bildz		Present

C. PUBLIC COMMENTS:

Mr. Larry Hoffman, President of the Treasure Island (TI) Chamber of Commerce, stated that the Chamber now has 160 members and that he expects membership to increase to 250 after the recruitment drive is completed in August. He stated that the Chamber will hold several events such as pancake breakfasts, Thanksgiving dinner and beach events such as a sand dance, volleyball and sandcastle building.

Mr. Hoffman stated that the TI Chamber would like to take over the responsibility and budgeting for the Sun, Sand & Symphony.

Mr. Hoffman stated that the County Redevelopment meeting (held last week) provides the Commission with a great opportunity to focus on Treasure Island's outdated regulations as well as planning for the future.

Mr. Hoffman stated that the TI Chamber would be holding a luncheon at the Bilmar on Wednesday, July 27th at the Bilmar and he invited the Commission to attend.

Commissioner Collins thanked Mr. Hoffman and the TI Chamber for offering to handle the Sun, Sand & Symphony. Mr. Hoffman stated that the Chamber will include the other associations in the organizing of the event.

Mayor Maloof suggested that the Chamber incorporate its events with events taking place at the downtown museums.

Commissioner Bildz suggested that the TI Chamber plan an event that involves the Stanley Cup while the Tampa Bay Lightning still has it.

Mr. Hoffman encourages anyone that is interested to become a member of the TI Chamber.

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A resident from the St. James stated that he was in favor of a traffic light being installed at the intersection of 104th/107th & 108th. He said that the intersection is very dangerous.

D. MINUTES:

Motion was made by Commissioner Kraus and seconded by Commissioner Collins to approve the minutes from the meetings of May 17 and May 24, 2005 as written. Upon roll call, the vote to approve was unanimous.

E. ITEMS OF BUSINESS:

1. Proclamation – Recognizing John Burke –

Mayor Maloof presented Mr. John Burke with a proclamation for being one of the City's most dedicated volunteers. Mr. John Burke stated that he really appreciates the proclamation however there are many other volunteers that could also be recognized. Mayor Maloof thanked Mr. Burke for his hard work.

2. Ord. Amending Qualifying Dates (2nd Reading & Public Hearing) –

After hearing the reading of the ordinance pertaining to elections; amending Section 14-9 of the "Code of Ordinances of the City of Treasure Island, Florida" pertaining to the qualification of candidates for municipal election; amending the time periods for qualification of such candidates; providing for the inclusion of such amended ordinance in the "Code of Ordinances of the City of Treasure Island, Florida"; providing an effective date, motion was made by Commissioner Kraus and seconded by Commissioner Collins to approve the ordinance as read.

Mayor Maloof declared a public hearing. There being no public comments, the hearing was closed.

Upon roll call, the vote to approve was unanimous.

3. Res. – Amendment to the Rules of Procedure –

After hearing the reading of the resolution approving amendments to the Rules of Procedure for the conduct of City Commission workshops and meetings; providing an effective date, motion was made by Commissioner Collins and seconded by Commissioner Gayton to approve the resolution as read.

City Manager Ralph Stone reviewed with the Commission the amendments made to the Rules of Procedure from the previous draft that included:

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1. Deleting *Public comments shall be limited to one opportunity to speak per person per meeting* from Article I, Section 9(a) and Article II, Section 11(a).
2. Deleting *on any specific topic including Public Comments and Agenda Items* and adding *each agenda item before unless otherwise approved or requested by the Commission* to Article I, Section 9(a) and Article II, Section 11(c).

Upon roll call, the vote to approve was unanimous.

4. Res. – Appointment to Planning & Zoning Board –

After hearing the reading of the resolution appointing Tracy Heard to replace Martin Heinrich who resigned on the Planning and Zoning Board of the City of Treasure Island effective immediately, motion was made by Commissioner Kraus and seconded by Commissioner Bildz to approve the resolution as read. Upon roll call, the vote to approve was unanimous.

5. Res. – City Attorney Contract –

After hearing the resolution approving a three percent increase in the City Attorney's monthly fee, motion was made by Commissioner Kraus and seconded by Commissioner Gayton to approve the resolution as read.

The City Manager reviewed with the Commission the three percent increase to the City Attorney's retainer amounting to \$2,987 per month (\$2,900 previously). He said the increase amounts to approximately \$1,000 annually.

Upon roll call, the vote to approve was unanimous.

6. Res. – Supporting the levy of the 5th Cent Tourist Development Tax –

After hearing the reading of the resolution supporting the levy of the 5th cent tourist development tax dedicated exclusively to promoting and advertising tourism, motion was made by Commissioner Kraus and seconded by Commissioner Gayton to approve the resolution as read.

Commissioner Bildz stated that the Commission's support of the levy of the 5th cent tourism development tax does not mean the Commission is voting to raise the tax.

The City Manager stated that revenue generated from tourists payment of sales tax

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and gas tax will be divided among the communities.

Upon roll call, the vote to approve was unanimous.

Commissioner Kraus stated that he would be voting on this item at the Big-C meeting on Wednesday July 27th and he asked the Commission for a consensus. The Commission directed Commissioner Kraus to vote in favor of the levy of the 5th cent tourist development tax.

F. DISCUSSION ITEMS:

1. Report on 50th Anniversary Digital Photographs –

Mayor Maloof stated that the civic associations are not meeting during the summer months, so she was unable to ask the organizations about the distribution of Dr. Greenfield's pictures at this time. She stated that Dr. Greenfield has agreed to make the pictures available at City Hall. Mayor Maloof thanked Dr. Greenfield for creating the book of digital photographs to honor the City's 50th anniversary.

G. CITY MANAGER/CITY ATTORNEY REPORTS:

The City Manager asked the Commission for a consensus regarding holding an executive session to discuss police and fire union collective bargaining at 8:00 a.m. on Friday, July 29th at 8:00 a.m. and the Commission concurred.

The City Manager reviewed with the Commission and the community a press release issues by IT Assistant Jeff Jensen regarding TITV cable interruptions caused by a glitch with Bright House Networks. He asked anyone experiencing these interruptions with TITV 15's broadcast to contact City hall at 547-4575 ext. 247 or E-mail Cityhall@mytreasureisland.org.

H. REPORTS BY COMMISSIONERS:

Commissioner Collins stated that he received an E-mail from a resident indicating that some of the street signs are in disrepair. The City Manager stated that Public Works Director Don Hambidge will be conducting a systematic inventory of the street signs and placing the inventory into a database to address maintenance and repair issues.

Commissioner Collins stated that the sunbursts on the west fixed bridge are coming up and he asked what can be done to address the issue. The City Manager stated that some of the sunbursts are bubbling and cracking and that the problem is related to the adhesive applied when they were placed on the bridge. The City

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Manager stated that the sunbursts are under warranty and that he would report back to the Commission on the matter after the Public Works Director addresses the problem with the vendor.

Commissioner Collins stated that the streetlights along the 200 block of 116th Avenue are flickering. The City manager stated that he would notify the Public Works Director.

Commissioner Collins quoted the minutes from the Commission meeting on May 17th pertaining to sexual offenders/predators and he asked what the City's current procedure is for notifying neighbors when a sexual offender moves in nearby. The City Manager stated that the Police Department notifies neighbors within a two block radius.

Commissioner Collins stated that he felt that the Police Department should check on sexual offenders at least three to four times per year. The City Manager stated that he would check with the Police Chief on the matter and report back to the Commission.

Commissioner Collins asked that the televised agenda of programming for TITV 15 include the schedule for the broadcast of sexual offenders' pictures. The City Manager stated that he would check with the Information Technology Assistant on the matter.

Commissioner Kraus stated that the County Commission will decide whether the County will be responsible for tracking all sexual offenders within the County and that if the County votes in favor it would go into effect on October 1st.

Commissioner Gayton stated that the City Manager E-mailed him regarding the addition of two temporary parking spaces at Kingfish Point. He said the parking spaces will be installed east of the cul-de-sac.

Commissioner Gayton stated that the City manager indicated that Mr. Sid Rice has offered to pay for the parking spaces and the proper signage. The City Manager stated that City staff will handle the installation of the parking spaces and the signage and that Mr. Rice has offered only to cover the costs involved. Commissioner Gayton asked the City manager to look into placing a bike rack in this area and the City Manager stated that he would discuss it with the Public Works Director. Commissioner Gayton stated that this is only a temporary solution until Phil Graham & Company develops a design for the area.

The City Manager stated that the City is looking for other public parking lots where parking meters can be placed.

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Commissioner Gayton requested that the Commission re-visit the list of 31 items that were identified at the workshop meeting on March 1st to get a status on these items. He also said he would like to receive quarterly reports on these items from the City Manager. The City Manager stated that another column for the status on the issues could be added to the matrix. He said the Commission could schedule this for discussion at a workshop meeting.

Commissioner Kraus stated that he received a notice from Progress Energy regarding the installation of automated electric meters. He stated that the installation of these meters will begin on August 1st through November 23rd. Commissioner Kraus suggested that anyone interested in more information go the Website www.progress-energy.com.

Commissioner Kraus stated that a Big-C meeting would be held in Clearwater on Wednesday, July 27th. He reviewed the topics for discussion with the Commission.

Commissioner Kraus stated that the Bloodmobile would be at City hall on Wednesday, July 27th from 2:00 p.m. until 4:00 p.m.

Commissioner Gayton asked if the letter regarding the costs for undergrounding cable had been sent to Progress Energy. The City Manager stated that he would confirm that an E-mail was sent to Ms. Nancy Loehr.

Commissioner Bildz stated that District 4 had 100 percent participation from the various boards and committees for the County Redevelopment meeting held last Wednesday.

Commissioner Bildz referred to an article in Sunday's Neighborhood Times entitled, *Telephone survey has no fingerprints*. He quoted State Representative Everett Rice's comments regarding eminent domain as follows; "If there is anything blighted in St. Pete Beach, then anything in the state could be called blighted," and he suggested that the Commission pass a resolution supporting Representative Rice on the issue.

Commissioner Bildz stated that a program called *ICE* (in case of emergency) that allows disabled personnel to automatically contact emergency personnel with their telephones.

Commissioner Bildz asked for a status regarding the City being given the Buccaneer. The City Manager stated that the owner is going to allow the City to have the Buccaneer and that it would be placed on City hall property until its permanent location is established.

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Mayor Maloof stated that the Florida League of Cities' conference is coming up in August.

Mayor Maloof stated that the annual Beaches and Shores' conference will be held in Key Largo.

Mayor Maloof stated that she received a letter from the Executive Director of the Pinellas Suncoast Transit Authority (PSTA) indicating that it is time to renew the County's PSTA representative. She asked that this item be placed on the Commission's workshop agenda for next week.

Commissioner Collins stated that he received an E-mail regarding the feeding of wild birds and he stated that it is prohibited in St. Pete Beach. He asked if the Commission would like to consider passing such an ordinance for Treasure Island. The Commission decided to act on the matter only if a nuisance issue develops.

I. PUBLIC COMMENTS:

Mr. Frank McConnell stated that Voters Watch would be holding a meeting on Wednesday, July 27th at 7:00 p.m. with a social commencing at 6:00 p.m.

J. ADJOURNMENT:

Mary Maloof, Mayor

Phil Collins - District 1

Ed Gayton - District 2

Richard Kraus - District 3

Alan Bildz - District 4

ATTEST:

Jennifer Nye, Deputy City Clerk



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: III-1
Meeting Date 8/02/05

SUBJECT: Michael Storms from Ajax America's request for use of the beach behind the Bilmar Beach Resort on September 16-18, 2005 for a Sand Soccer Tournament

RECOMMENDATION: To grant permission to Michael Storms to use the beach provided the following requirements and stipulations for the event are followed.

SUMMARY: I received a request from Michael Storms of Ajax America to use the beach behind the Bilmar Beach Resort for a Sand Soccer Tournament on September 16-18, 2005. I have attached a copy of the site plan and tentative schedule for the event.

I am suggesting the following recommendations and requirements for the Commission to consider before approving the event.

- 1) Commission approval will be required to hold the event on the beach**
- 2) The City shall require a \$1,000,000 liability policy naming the City of Treasure Island as additional insured. A copy of the Certificate of Liability must be on file in the Recreation Department prior to the event.**
- 3) Ajax America should be required to hire off-duty Police Officers for the duration of the weekend's events. Mr. Storms should contact Police Chief Joe Pelkington to make the necessary arrangements. Ajax America would be required to pay the applicable fees for hiring an off-duty officer.**

CONTINUED ON PAGE 2

Reviewed by: ____ Legal ____ Finance ____ Personnel ____ Public Works ____ Community Imp ____ Recreation ____ Police ____ Fire	Originating Dept: Recreation Department	Costs: Total: Current Fiscal Year:
	User Dept: Recreation	Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other
Submitted by: Cathy Hayduke Recreation Director	Attachments: Site Plan Event Schedule Request for Apperance <input type="checkbox"/> None	Appropriation Code:

4) If selling alcohol on the beach, Mr. Storms would be required to get an event permit from the state to sell alcohol, and to provide the Recreation Department with a copy of the permit prior to the event.

5) Mr. Storms will be responsible for submitting a copy of the site plan and event details to Rick Raus, Public Works Superintendent, for approval from the Florida Department of Environmental Protection to hold the event on the beach. Mr. Storms would be required to submit this information at least one (1) month prior to event date.

6) Mr. Storms will need to meet with Lynn Rosetti, City Planner, to discuss the use of tents and any other items that may be used during the event, which would require a permit. Mr. Storms will be responsible for obtaining all permits and paying the necessary fees for the permits.

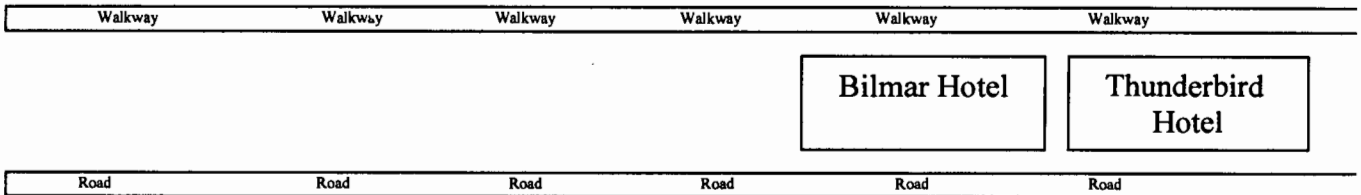
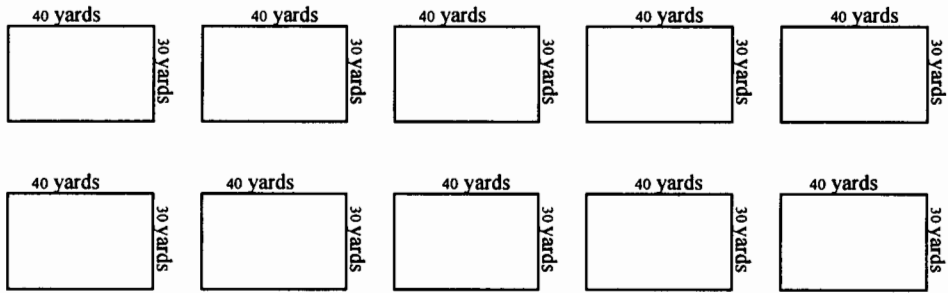
7) Event organizers would be responsible for keeping the tournament area clean and free from trash. Mr. Storms will need to meet with Rick Raus, Public Works Superintendent, to make arrangements for additional trash containers and trash pickup. Also, Mr. Storms will be responsible for setting up and breaking down the event.

8) Ajax America will be responsible for abiding by all City Ordinances.

Mr. Michael Storms has received a copy of this memorandum. Additionally, he will be attending the July 19, 2005 Commission Workshop to speak on the event and answer any questions that the Commission might have.

Treasure Island Sand Blast Soccer Tournament Site Plan

Gulf of Mexico



Hayduke, Cathy

From: Mike Storms [MStorms@ajaxamerica.com]
Sent: Monday, July 11, 2005 12:51 PM
To: Hayduke, Cathy
Subject: Sand Soccer Tournament

Cathy,

During the process of making changes to our email accounts, etc. we lost some files and my original note to you was included, but I believe the information below was plus the attached sheet was what I first sent you.

Dates: September 16th-18th

Friday afternoon – Beach Set-up (layout fields, erect tent, etc.)
Friday evening – Tournament registration at Hotel and Bracket Party at Sloppy Joe's
Saturday 8:30 AM – 7:00 PM – Tournament play
Saturday evening – Sand Blast on the Beach Karaoke Party at Sloppy Joe's
Sunday 9 AM – 3 PM – Tournament play
Sunday 3 PM – 5 PM – Awards Party at Sloppy Joe's

Projected number of participants: 500-600 players and guests.

Beach Requirements: 12,000 sq. yards (equivalent to 10 - 30 yrd. X 40 yrd. "fields").

A 6' X 12' soccer goal will be placed at both ends of each field
The fields will be lined with either 3" reinforced vinyl strips or rope

Divisions: Play will be divided into three divisions, men, women, and coed.

Men – 18-29, over 30, Open
Women – 18-29, over 30, Open
Coed – 18-29, Open

If you have any other questions or requests, please let me know.

Have a great day!

Michael

Ajax America
200 East Robinson St.
Suite 750
Orlando, Florida 32801
407-839-1982 Ext. 224
407-839-5809 Fax
mstorms@ajaxamerica.com
www.ajaxamerica.com

Jennifer Nye

From: Mike Storms [MStorms@ajaxamerica.com]
Sent: Friday, July 08, 2005 12:19 PM
To: Hayduke, Cathy
Cc: Jennifer Nye
Subject: Request for Appearance
Attachments: Site Plan.doc

Dear Cathy,

Please consider this a formal Request for Appearance to go before the Treasure Island City Commission July 19, 2005 for the purpose of discussing our Sand Soccer tournament September 17-18, 2005.

As you requested, I have attached a site plan to this email to illustrate our plans.

If you have any questions or concerns, please do not hesitate to call or email me. Otherwise, I look forward to the meeting Monday, July 19th.

Have a great weekend.

Michael

Ajax America
200 East Robinson St.
Suite 750
Orlando, Florida 32801
407-839-1982 Ext. 224
407-839-5809 Fax
mstorms@ajaxamerica.com
www.ajaxamerica.com

7/8/2005

RESOLUTION NO. 05-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND GRANTING PERMISSION TO MR. MICHAEL STORMS (AJAX AMERICA) TO USE THE PUBLIC BEACH BEHIND THE BILMAR BEACH RESORT ON SEPTEMBER 16-18, 2005, TO HOLD A SAND SOCCER TOURNAMENT WITH SPECIFIC RECOMMENDATION AND PROVISIONS.

WHEREAS, the city has received a request from Mr. Michael Storm (Ajax America) to hold a Sand Soccer Tournament on the public beach behind the Bilmar Beach Resort on September 16 – 18, 2005; and

WHEREAS, the city recommends the commission grant permission to Mr. Michael Storms with specific recommendations and provisions.

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

To grant permission to Mr. Michael Storms to use the public beach behind the Bilmar Beach Resort on September 16-18, 2005, for a Sand Soccer Tournament with the following recommendations and provisions.

1. The City shall require a \$1,000,000 liability policy naming the City of Treasure Island as additional insured. A copy of the Certificate of Liability must be on file in the Recreation Department prior to the event.
2. Ajax American should be required to hire off-duty Police Officers for the duration of the weekend's events. Ajax America would be required to pay the applicable fees for hiring off-duty officers.
3. If selling alcohol on the beach, Mr. Storms would be required to get an event permit from the state to sell alcohol, and to provide the Recreation Department with a copy of the permit prior to the event.
4. Mr. Storms will be responsible for submitting a copy of the site plan and event details to Rick Raus, Public Works Superintendent, for approval from the Florida Department of Environmental Protection to hold the event on the beach. Mr. Storms would be required to submit this information at least one (1) month prior to event date.
5. Mr. Storms will need to meet with Lynn Rosetti, City Planner, to discuss the use of tents and any other items that may be used during the event, which would require a permit. Mr. Storms will be responsible for obtaining all permits and paying the necessary fees for the permits.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 9th day of August 2005, by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT:

Mary Maloof, Mayor

ATTEST:

Jennifer Nye, Deputy City Clerk



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: 111-2
Meeting Date 08-02-05

SUBJECT: Noise Ordinance

RECOMMENDATION: Review the attached Ordinance for the Commission's consideration.

SUMMARY:

The attached proposed noise ordinance is OPTION#2, which has the time frames left in. The changes are designed to address the county court ruling which called into question the enforceability of the ordinance outside of very narrow time frames. This version is designed to give guidance by listing "specific acts considered to be loud and raucous". The list is NOT meant to be exhaustive. The list is not meant to prevent citations outside the time frames listed in 18-73.

I have recommended that the time frames be deleted, or that the entire section 18-83 b3 deleted. Alternatively, I have recommended that the City delete its ordinance in favor of relying solely on the county ordinance. The City could also utilize administrative interpretations and policy directives from the city manager's office to give the community guidance regarding enforcement.

Finally, if the Commission desires specific language regarding "residential" vs. "commercial" neighborhoods, I am recommending reliance on the county ordinance, which adequately addresses this issue.

Reviewed by: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Finance <input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Community Imp <input type="checkbox"/> Recreation <input type="checkbox"/> Police <input type="checkbox"/> Fire	Originating Dept: Legal	Costs: Total
	User Dept: Legal	
	Submitted by: Maura Kiefer, City Attorney	Attachments: None Noise Ordinance
		Appropriation Code:

OPTION #2: MAKES 18-73 VIOLATIONS PRESUMED IN VIOLATION OF 18-72
July 29, 2005
TIMEFRAMES LEFT IN

ORDINANCE NO. 05-

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, PERTAINING TO NOISE; AMENDING CHAPTER 18, ARTICLE III, OF THE "CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA PERTAINING TO NOISE BY AMENDING SECTIONS 18-71, 18-72 AND 18-73; REPEALING ANY CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE "CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a recent county court decision in Pinellas County called into question the interpretation of the City's noise and public nuisance ordinances,

WHEREAS, the City desires to confirm in no uncertain terms the meaning and intent of Chapter 18, Article III, and

WHEREAS, the City of Treasure Island desires to improve their current noise and related ordinances so as to apply to all appropriate situations and protect all citizens,

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

SECTION 1. That the present section "18-71 Adoption of county noise ordinance" of "The Code of Ordinances of the City of Treasure Island, Florida" is hereby amended as follows:

Sec. 18-71. Adoption of county noise ordinance.

The city commission does hereby adopt county Ordinance No.74-11, and as amended from time to time, regarding noise, which shall, in addition to the other provisions of this chapter, be effective in the city. **In the event of any conflict between the county and the city ordinance, the county shall prevail. Nothing contained in this Article shall be interpreted to restrict the City's rights to enforce or prosecute noise or any violations hereunder by and through any other available legal means, including, but not limited to, the common law, county or state law governing noise violations. The City expressly reserves the right to prosecute noise violations under either this local ordinance or county or state authority.**

SECTION 2. That the present section "18-72 Prohibited Generally" of "The Code of Ordinances of the City of Treasure Island, Florida" is hereby amended as follows:

Sec. 18-72 Prohibited Generally.

It shall be unlawful for any person to willfully make, continue or cause to be made or continued any loud and raucous noise, which term shall mean any sound that, because of its volume level, duration and character, annoys, disturbs, injures or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities within the limits of the city. ~~The term "noise" includes the kinds of noise generated by activities enumerated in section 18-73.~~ Except as provided in section 18-75, the term noise shall include but not be limited to loud and raucous noise heard:

- (1) Upon the public streets;
- (2) In any public park;
- (3) In any school or public building or upon the grounds thereof while in use;
- (4) In any church or hospital or upon the grounds thereof while in use;
- (5) Upon any parking lot open to members of the public as invitees or licensees;
- (6) In any occupied residential unit which is not the source of the noise or upon the grounds thereof; and
- (7) In any event from any location not less than 50 feet from the source of the noise measured from a straight line from the radio, loudspeaker, motor, horn, or other noise source.

SECTION 3. That the present section "18-73. Enumeration" of "The Code of Ordinances of the City of Treasure Island, Florida" is hereby amended as follows:

Sec. 18-73. Enumeration—Specific acts considered to be unreasonably loud and raucous noise.

This section shall not be interpreted to restrict the City's rights to enforce noise violations by and through any other available legal means, including, but not limited to, the common law, county and/or state law governing noise or public nuisances.

Nothing contained in this section shall be interpreted to limit, restrict or otherwise control the provisions of Section 18-72 or any other section in this Article. ~~The following acts, as limited by section 18-72 and subject to the exceptions provided in section 18-75, are declared to be public nuisances in violation of section 18-72, namely:~~

Any of the following acts and causes thereof are presumed to be in violation of this chapter and to constitute unreasonably loud and raucous noise. This enumeration does not constitute an exclusive list:

- (1) *Exhaust.* The discharge into the open air of the exhaust of any steam engine or stationary internal combustion engine except through a muffler or other device that will effectively prevent loud and raucous noises therefrom.
- (2) *Pile drivers, similar appliances.* The operation between the hours of 6:00 p.m. and 7:00 a.m. on any day or at any time on Sunday of any pile driver, steam shovel, pneumatic hammer, derrick, dredge, steam or electric hoist or other appliance the use of which is attended by loud and raucous noise.
- (3) *Blowers.* The operation of any blower or power fan or any internal combustion engine the operation of which causes loud and raucous noise unless the noise from such blower or fan is muffled or such engine is equipped with a muffler device sufficient to prevent loud and raucous noise.
- (4) *Horns, whistles, signaling devices.* The sounding of any horn, whistle or other audible signaling device so as to create a loud and raucous noise.
- (5) *Radios, amplifiers, phonographs.* The using, operation or permitting to be placed, used or operated any radio, amplifier, musical instrument, phonograph or other device for the producing or reproducing of sound in such manner as to cause loud and raucous noise between the hours of 11:00 p.m. and 7:00 a.m.
- (6) *Sound trucks.* The operation of any amplifier or loudspeaker in, upon or attached to a sound truck or other device for amplifying sound within the city for advertising purposes or to attract the attention of the public.
- (7) *Yelling, shouting.* Yelling, shouting, whistling or singing at any time or place so as to create a loud and raucous noise between the hours of 11:00 p.m. and 7:00 a.m. on any day.
- (8) *Animals, birds.* The keeping of any animal or bird that habitually causes a loud and raucous noise.
- (9) *Defect in vehicle or load.* The use of any motor vehicle so out of repair, so loaded or in such manner as to create loud grating, grinding, rattling or other loud and raucous noise or which is not equipped with a muffler in a good working order and in constant operation so as to prevent loud and raucous noise.
- (10) *Construction or repairing of buildings.* The erection (including excavating), demolition, alteration or repair of any building so as to create a loud and raucous noise other than between the hours of 7:00 a.m. and 6:00 p.m. on any day or at any time on Sunday, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building official, which permit may be granted for a period not to exceed three working days or less while the emergency continues and which permit may be renewed for successive periods of three days or less while the emergency continues. If the building official should determine that the public health and safety necessitates the issuance of such a permit and will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m. or on Sunday, he may grant permission for such work to be done within such hours or within a shorter time period during such hours, upon application being made at the time the permit for the work is issued or during the progress of the work.
- (11) *Schools, public buildings, churches, hospitals.* The creation of any loud and raucous noise heard within any school, public building, church or any hospital, or the

grounds thereof while in use, that interferes with the workings of such institution, or that disturbs or annoys patients in the hospital.

(12) *Noises to attract attention.* The use of any drum or other instrument or device to create a loud and raucous noise. ”

(Ord. No. 91-3, § 2(15-2), 7-2-91)

SECTION 4. All other ordinances or resolutions which conflict wholly or in part with the provisions of this ordinance, are hereby repealed effective the date this ordinance becomes effective.

SECTION 5. It is the intention of the Treasure Island City Commission that each provision hereof be considered severable, and that the invalidity of any provision of this ordinance shall not affect the validity of any other provisions of this ordinance or Chapter 18 of the City of Treasure Island’s Code of Ordinances.

SECTION 6. It is the intention of the City Commission that this amended Ordinance be included in the “The Code of Ordinances of the City of Treasure Island, Florida” and the publisher of such Code may renumber or reclassify such provisions to otherwise accomplish such purpose.

SECTION 7. This Ordinance shall take effect immediately upon the passage of same by the Treasure Island City Commission.

FIRST READING on the day of August, 2005.

SECOND READING on the day of August, 2005

PUBLIC HEARING on the day of August, 2005.

PUBLISHED in the St. Petersburg Times on the day of , 2005.

Mary Maloof, Mayor

ATTEST:

City Clerk

TREASURE ISLAND POLICE DEPARTMENT

ENFORCEMENT OF CITY NOISE ORDINANCE **7.24.05**

[* = policy/procedure]

Over View:

The quality of life issues mentioned in Treasure Island's visionary statement gives notice that complaints of noise should be dealt with for the betterment of the community. We must strive to seek a balance between the peace and quiet for residents and the interests of local businesses alike.

The police discretionary aspect on the enforcement of the noise ordinance is two-fold, in that it lends itself to; residents criticizing the police for not taking enforcement action and the business community's entertainment entities complaining about police taking enforcement action. This scenario demands that all police supervisors, officers and communications officers remain diligent in response to complaints and exercising good judgment. It's important to maintain a balanced perspective on those opposing factions, assuring that both sides understand that the intent of the police is to be responsive, fair and reasonable in providing police service to the community. Therefore, the manner in which you handle noise complaints, in retrospect, must leave no doubt that our decisions and actions were proper and perceived as taking the extra steps to display consideration for those involved. [Chief's memo dated; 2.29.96]

Policy:

Officers are justified in taking enforcement action involving noise violations. Issuing warnings for first offenders is preferred unless circumstances dictate enforcement action is necessary. This department shall support officers who, acting in good faith, issuing warnings in lieu of enforcement action when it is demonstrated a warning was reasonable. [Dept manual Chap-13 *p/p-1300.16]

Supervisory Responsibility:

Sergeants are responsible for ensuring all sworn officers possess a working knowledge of the city noise ordinance. They are also responsible for monitoring police activities in the enforcement of the ordinance and ensuring that appropriate action is taken and police reports reflect accurate and complete information pertaining to that action. [Dept Manual, Chap -13, *p/p1300.6]

Procedures:

City Ordinance – Chapter 18, Article 111,

Enforcement:

Officers responding to noise complaints and concluding police action is required, shall determine if Section 18-72 or 18-73 applies.

Section 18-72: Prohibition Generally:

- Non-restrictive in enforcement, in terms of the time of day or night.

Section 18-73: Specific Acts considered unreasonable, loud and raucous noise.

- Pertains to the enumeration; the specified hours of violations

Charging violators:

Concerning entertainment establishments, all persons responsible for the violation can be charged individually: the person-in-charge, the leader of a musical band and always cite the corporation. The corporation charge document shall be given to the owner if present, or to the person-in-charge if not. [Chief's memo dated; 2.16.01]

The same procedure for initial warnings and charges applies to private citizens in violation of the noise ordinance, i.e.- loud party at a private residence.

Warnings:

When a complaint of noise is received, the officer(s) will first determine if there is a violation of the city noise ordinance and second, was a warning given within that work day or past 24 hours? [Chief's memo dated; 3.14.05]. If this is the first warning, it shall be in writing and include a highlighted copy of the city ordinance that applies to the violation. The notices shall be given to the owner/operator and/or the person-in-charge of a business establishment or independent violator not involving a business. Subsequent warnings may be verbal but detailed in the police report. Written warnings shall be documented on department form #NC-1, [Dept manual; Chap-13, *p/p 1300.16] and given to the person responsible for the violation, with a copy attached to the police report.

Guidelines:

Warnings – while officers have the discretion to issue warnings, it does not negate charging persons responsible for a violation on the first, or any subsequent violations, depending upon aggravating circumstances such as;

- On-going noise in violation,
- Repetitive warnings over a long period of time, [weeks, months],
- Uncooperative violator or owner/operators and/ or persons-in-charge of an establishment,
- Other circumstances that an officer or sergeant determines charges are justified.

Process for determining a violation exists:

A single officer is authorized, by law and department policy, to charge anyone in violation of the noise ordinance. However, as a rule, police action shall be taken [warnings/charges] when two officers, or one officer and the sergeant agree the noise is in violation.

Citizen's complaints:

Officers will take into consideration complaints by citizens when determining if a warning or charges are appropriate. The decision to charge the violator can be influenced by the number of complaints that are coming into the department, along with previous complaints. [This reinforces the emphasis on detailed accurate police reports on noise complaints].

In the event violators are charged and there are known complainants, or other witnesses, they shall be entered on the police report for subpoena purposes, [Dept manual;Chap-13, *p/p 1300.16].

Other factors to consider:

The time of day or night can be a factor in determining if enforcement action is necessary or warranted. [Chief's memo dated; 7.12 & 22 .91]

i.e. – Late night entertainment activity may be unreasonable versus the same level of activity in the daytime hours.

The number and frequency of persons complaining may also be a factor in determining type of police action to take.

Complaints against Police action/inaction:

The chief will be notified appropriately; by phone or memo, including a copy of the police report, when there is any complaint concerning police action taken, or not taken in noise complaint incidents.


Chief Joe Pelkington

TREASURE ISLAND POLICE DEPARTMENT

MEMO

FROM: CHIEF JOE PELKINGTON

TO: RALPH STONE – CITY MANAGER

DATE: 7.25.05

RE: SOUND LEVEL METER

Ralph;

As you requested – information concerning training, acquisition and calibration costs:

Training:

Approx \$750 depending upon group size for half- day training session

Purchase price is about \$3,150

Calibration – annually is \$500.

A handwritten signature in black ink, appearing to read "Joe", with a long horizontal flourish extending to the left.



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: 14-3
Meeting Date 08/02/05

SUBJECT: RESOLUTION TO CREATE VESSEL SPEED LIMITATION ZONES (ORDINANCE)

RECOMMENDATION: APPROVAL OF THE RESOLUTION FOR AN ORDINANCE TO ADD SPEED LIMITATION ZONES IN CONJUNCTION WITH THE SUBMISSION OF THE WATERWAY MARKERS PERMIT APPLICATION TO THE FLORIDA FISH & WILDLIFE COMMISSION. MARKERS TO BE INSTALLED UPON RECEIPT OF THIS PERMIT

SUMMARY: DUE TO AN AGREED UPON INCREASE IN TRADITIONAL MARINE VESSEL TRAFFIC IN CONJUNCTION WITH PERSONAL WATERCRAFT OPERATIONS, STAFF RECOMMENDS THE FOLLOWING VESSEL SPEED RESTRICTION ZONES BE IMPLEMENTED AS FOLLOWS:

BOCA CIEGA BAY, SPECIFICALLY: **(1) IDLE SPEED NO WAKE** FOR THE WATERWAY NORTH OF 108TH AVE BEGINNING APPROX. OPPOSITE 180 -108TH AVE (THE POLICE/FIRE COMPLEX) AND RUNNING W/NW TO THE SOUTH WALL OF THE 112TH AVE BRIDGE, **(2) SLOW SPEED MINIMUM WAKE** FOR THE WATERWAY NORTH OF 115TH AVE BEGINNING OPPOSITE THE INTERSECTION OF 115TH AVE AND 9TH ST EAST OF THE ISLE OF PALMS AND OPPOSITE THE MOST SOUTHEASTERN TIP OF 116TH AVE WHERE IT EXTENDS EAST FROM 7TH STREET EAST ON THE ISLE OF CAPRI AND EXTENDING DUE WEST TO INCLUDE ALL WATERS SOUTH OF CAPRI BLVD – WEST OF 7TH STREET EAST TO THE BORDER OF THE NORTH SIDE OF THE 112TH AVE BRIDGE AND THEN TO THE SOUTH WALL OF THE 116TH AVE BRIDGE. **(3) SLOW SPEED MINIMUM WAKE** FOR THE WATERWAY BEGINNING AT THE NORTH WALL OF THE 116TH AVE BRIDGE AND EXTENDING IN A NORTHERLY DIRECTION TO A BUOY PLACED OPPOSITE KEY CAPRI ON THE SOUTH SIDE OF THE JOHNS PASS CHANNEL. IN CONJUNCTION WITH THE AFOREMENTIONED LAND BASED COORDINATES, THE SPECIFIC LATITUDE AND LONGITUDE AS DETERMINED BY GLOBAL SATELLITE POSITIONING IS SUBMITTED IN THE ATTACHED (PROPOSED) RESOLUTION. IN CONJUNCTION WITH THE PLACEMENT OF (3) NINE INCH BY THIRTY- INCH CYLINDRICAL BUOYS, FOUR REGULATORY SIGNS APPROX. THIRTY-SIX INCHES BY THIRTY- SIX INCHES, THAT BEAR THE SPECIFIC RESTRICTION, CITY ORDINANCE AND PERMIT NUMBER WILL BE AFFIXED TO THE 112TH AVE BRIDGE (BOTH SIDES) AND THE 116TH AVE BRIDGE (BOTH SIDES). THESE BUOYS AND REGULATORY SIGNS ARE INSTALLED BY THE PINELLAS COUNTY WATERWAY MANAGEMENT DIVISION AND IS DONE WITHOUT COST TO TREASURE ISLAND. THIS SAME DIVISION WILL PROVIDE PERPETUAL MAINTENANCE POST INSTALLATION. IT WILL TAKE APPROX. SIX MONTHS FROM THE DATE OF THE (RECOMMENDED) PASSED CITY ORDINANCE UNTIL THE REGULATORY MARKERS ARE IN PLACE. THE TREASURE ISLAND POLICE DEPARTMENT WILL SUBMIT AND COORDINATE THE PERMIT APPLICATION AND WATERWAY MARKER INSTALLATION PROCESS IN ITS ENTIRETY.

Reviewed by:

- _____ Legal
- _____ Finance
- _____ Personnel
- _____ Public Works
- _____ Community Imp
- _____ Recreation
- _____ Police
- _____ Fire

Submitted by:
SGT. TIM CASEY, T.I.P.D.

Originating Dept:

POLICE DEPT.

User Dept:

POLICE/PUBLIC WORKS

Attachments:

**REFERENCE MAPS
PROPOSED RESOLUTION
FOR ORDINANCE
GRAPHIC – PROPOSED
BUOYS**

Costs: -0-

Total - 0 -

Funding Source:

- Capital Improvement
- Operating
- Other

Appropriation Code:

RESOLUTION NO. 05-

A RESOLUTION APPROVING THE CREATION OF VESSEL SPEED LIMITATION ZONES, SPECIFICALLY, IDLE SPEED NO WAKE AND SLOW SPEED MINIMUM WAKE IN THE WATERS OF BOCA CIEGA BAY WITHIN THE CITY OF TREASURE ISLAND AS IDENTIFIED BELOW:

WHEREAS, VESSEL SPEED LIMITATIONS ARE RECOMMENDED DUE TO NARROW WATERWAYS AND AN AGREED UPON INCREASE IN OPERATING SPEEDS OF BOTH CONVENTIONAL CLASS VESSEL TRAFFIC AND PERSONAL WATERCRAFT PROVIDING FOR THE ELEVATED RISK OF VESSEL ACCIDENTS AND PERSONAL INJURY: AND

WHEREAS, THE FLORIDA FISH AND WILDLIFE COMMISSION THROUGH ITS REPRESENTATIVE HAS ARRIVED AT THE SAME CONCLUSION AS STAFF AND FURTHER, IS IN AGREEMENT WITH OUR FINDINGS AND WILL RECOMMEND TO THE STATE COMMISSION IMPLEMENTATION OF THE VESSEL SPEED LIMITATION ZONES; AND

WHEREAS, IT IS UNDERSTOOD THAT UPON APPROVAL OF THE WATERWAY MARKER APPLICATION FROM THE FLORIDA FISH AND WILDLIFE COMMISSION AND THE SUBSEQUENT ISSUING OF A PERMIT, THE PURCHASE AND INSTALLATION OF THE MARKER BUOYS AND CONVENTIONAL REGULATORY SIGNAGE USED TO DEMARCATATE THE BORDERS OF THESE SPEED RESTRICTION ZONES WILL BE PROVIDED AT NO COST TO THE CITY OF TREASURE ISLAND BY THE PINELLAS COUNTY ENVIRONMENTAL MANAGEMENT DIVISION AND FURTHER, WILL BE PERPETUALLY MAINTAINED BY SAME;

WHEREAS, THE FOLLOWING VESSEL SPEED REGULATORY ZONES ARE RECOMMENDED; (1) IDLE SPEED NO WAKE FOR THE WATERWAY LOCATED BETWEEN GPS COORDINATE N 27 DEGREES 46.308 AT W 82 DEGREES 46.072 – LAT AND N 27 DEGREES 46.359 AT W 082 DEGREES 46.289-LONG., WHICH BY LAND IS NORTH OF 108TH AVE BEGINNING APPROX. OPPOSITE 180 -108TH AVE (THE POLICE-FIRE COMPLEX) AND RUNNING W/NW TO THE SOUTH WALL OF THE 112TH AVE BRIDGE, (2) SLOW SPEED MINIMUM WAKE FOR THE WATERWAY LOCATED BETWEEN GPS COORDINATE (N) 27 DEGREES. 46. 886 LAT. AT W 082 DEGREES 45. 728 LONG. TO ONE BORDER AT N 27 DEGREES 46. 359 LAT AT W 082 DEGREES 46. 289 LONG. TO THE OPPOSITE BORDER AT N 27 DEGREES 46. 585 LAT AT W 082 DEGREES 46. 395 LONG., WHICH BY LAND IS NORTH OF 115TH AVE BEGINNING OPPOSITE THE INTERSECTION OF 115TH AVE AND 9TH ST EAST OF THE ISLE OF PALMS AND OPPOSITE THE MOST SOUTHEASTERN TIP OF 116TH AVE WHERE IT EXTENDS EAST FROM 7TH STREET EAST ON THE ISLE OF CAPRI AND EXTENDING DUE WEST TO INCLUDE ALL WATERS SOUTH OF CAPRI BLVD – WEST OF 7TH STREET EAST TO THE BORDER OF THE NORTH SIDE OF THE 112TH AVE BRIDGE AND THEN TO THE SOUTH WALL OF THE 116TH AVE BRIDGE. (3) SLOW SPEED MINIMUM WAKE FOR THE WATERWAY LOCATED BETWEEN GPS COORDINATES N 27 DEGREES 46. 585 LAT. AT W 082 DEGREES 46.395 LONG., AND ENDING AT N 27 DEGREES. 019 LAT. AT W 082 DEGREES 46. 778 LONG. WHICH BY LAND IS BEGINNING AT THE NORTH WALL OF THE 116TH AVE BRIDGE TO THE ISLE OF CAPRI AND EXTENDING IN A NORTHERLY DIRECTION TO A BUOY PLACED OPPOSITE KEY CAPRI ON THE IMMEDIATE SOUTH SIDE OF THE JOHNS PASS CHANNEL.

WHEREAS, STAFF RECOMMENDS THE APPROVAL OF RESOLUTION NO 05- AUTHORIZING AN ORDINANCE TO BE DRAFTED FOR THE VESSEL SPEED RESTRICTION ZONES AS INDICATED ABOVE AND THE SUBSEQUENT APPLICATION TO0 THE FLORIDA FISH AND WILDLIFE COMMISSION FOR A PERMIT TO INSTALL THE WATERWAY MARKER BUOYS AND REGULATORY SIGNAGE REQUIRED TO PROPERLY AND LAWFULLY IDENTIFY THE BORDERS OF THESE REGULATORY ZONES.

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

THE APPROVAL OF RESOLUTION 05- AUTHORIZING AN ORDINANCE BE DRAFTED IN AND FOR THE WATERS OF BOCA CIEGA BAY WITHIN THE BOUNDARIES OF THE CITY OF TREASURE ISLAND FLORIDA ESTABLISHING VESSEL SPEED RESTRICTIONS TO WIT: IDLE SPEED NO WAKE, AND SLOW SPEED – MINIMUM WAKE AS SPECIFICALLY IDENTIFIED IN THIS RESOLUTION.

THE FOREGOING RESOLUTION WAS OFFERED DURING THE REGULAR SESSION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, SITTING ON THE 9th DAY OF AUGUST 2005, BY COMMISSIONER WHO MOVED ITS ADOPTION; WAS SECONDED BY COMMISSIONER AND UPON ROLL CALL, THE VOTE WAS:

YEAS:

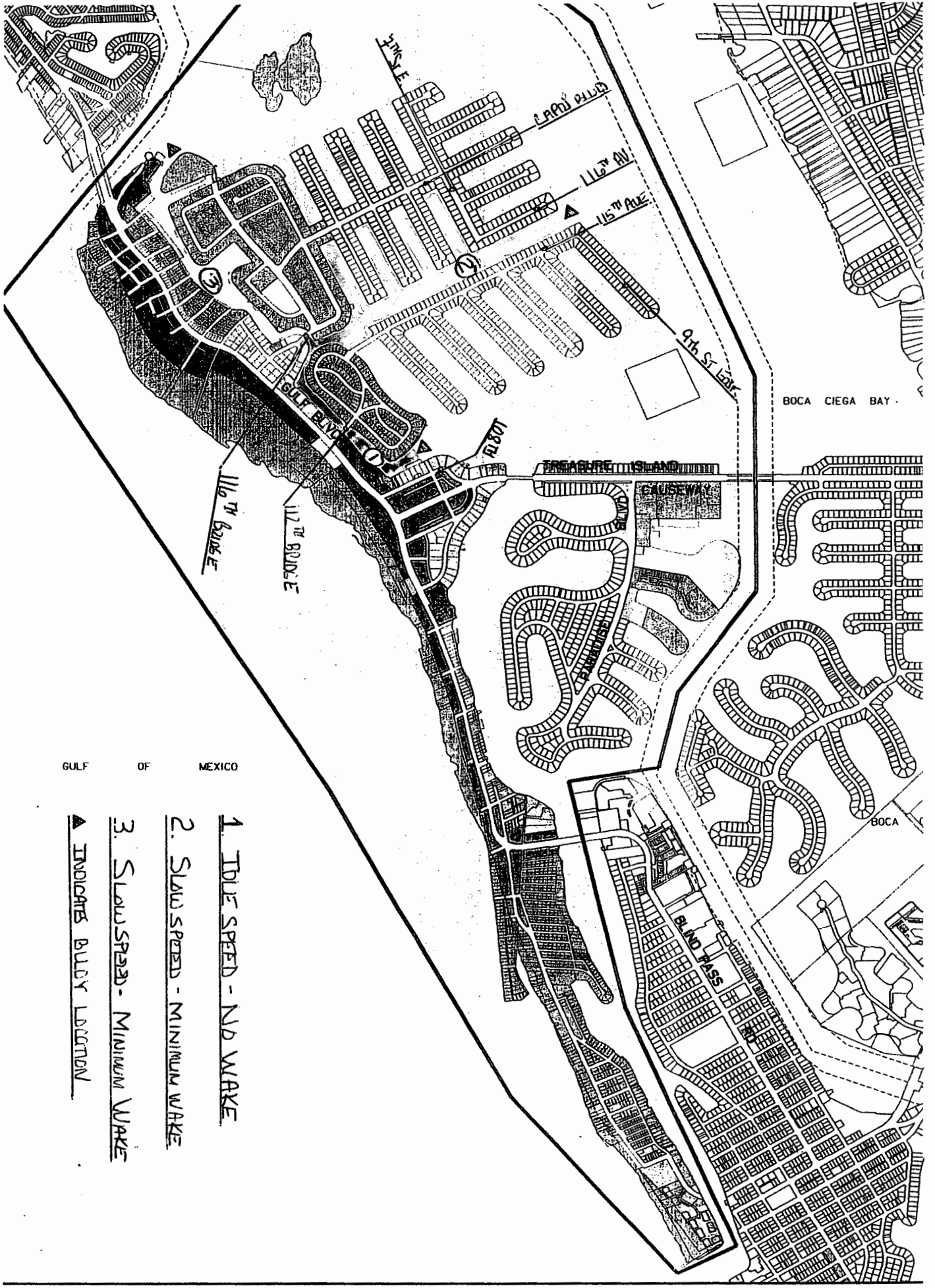
NAYS:

ABSENT OR ABSTAINING:

ATTEST:

Mary Maloof, Mayor

Jennifer Nye, Deputy City Clerk



GULF OF MEXICO

- 1. TIDE SPEED - NO WAKE
- 2. SLOW SPEED - MINIMUM WAKE
- 3. SLOW SPEED - MINIMUM WAKE
- ▲ INDICATES BUOY LOCATION

Rotonics Manufacturing Inc.
 2807 Stephen F. Austin Drive
 Brownwood, Texas 76801
 Phone: (325) 646-1566 Fax: (325) 643-4644
 brownwood@rotonics.com

Regulatory or Spar Buoys

All Buoys Meet Coast Guard and Inland Waterway Specifications and Regulations.



- Roto buoys are manufactured from UV stabilized polyethylene plastic.
- High impact resistance, even in sub-zero temperatures.
- Buoys are unaffected by chemicals, solvents, and fuel.
- Guaranteed buoyancy. (Injected with 2 lb. density polyurethane foam that exceeds the stringent requirements set by the United States Coast Guard.)
- Reflective symbols and legends may be added to fit your requirements.
- Buoys have a redesigned base to allow quick and easy attachment to a clevis or cable.
- All buoys are equipped with an easily accessible recessed swivel eye.

- Regulatory markings are consistently applied to maintain same daymark area on each style of buoy.
- Buoys stand flat on a level surface to save storage space.

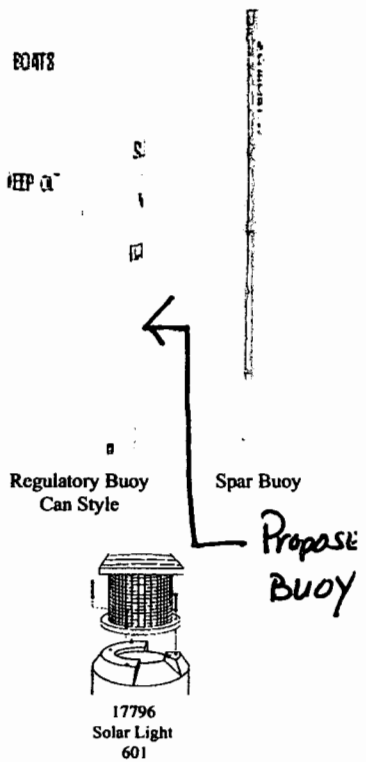


Heavy Duty Polyethylene Spar Buoy Specifications:

Item#	Description	Ht.	Dia.	Daymark Ht.	Wt. (lbs.)	Tackle Wt. (lbs.)
45171	RP5000	73"	5"	32"	28	5

Heavy Duty Polyethylene Regulatory Buoy Specifications:

Item#	Description	Ht.	Dia.	Daymark Ht.	Wt. (lbs.)	Tackle Wt. (lbs.)
Can Style						
45101	RB962	62"	9"	32"	67	5
45161	RB974	74"	9"	32"	70	5
Nun Style						
451517	RB962N	62"	9"		67	5



Regulatory Buoys:

- At 74" high, the RMI RB974 buoy is 12" taller than the standard regulatory buoy for increased visibility.
- Can Style Regulatory Buoys can easily accommodate solar lights.

Quality Products and Exceptional Service

Rivers & Waterways Limited Warranty: Rivers & Waterways products manufactured by RMI are warranted against defects in material and workmanship for a period of three (3) years from date of the original purchase. **Review warranty instruction** information prior to the installation and use of RMI Rivers & Waterways Products.



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: 111-4
Meeting Date: 8/02/05

SUBJECT: Code Enforcement Board Legal Counsel

RECOMMENDATION: Pass an ordinance appointing a legal counsel for the Code Enforcement Board

SUMMARY:

The attached ordinance pertains to appointing the City Attorney as legal counsel to the Code Enforcement Board as well as the City's code inspectors and Department of Community Improvement in all enforcement matters initiated and prosecuted by the City. Should the Code Enforcement Board find a need for separate legal counsel, an additional attorney would need to be retained.

Reviewed by: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Finance <input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Community Imp <input type="checkbox"/> Recreation <input type="checkbox"/> Police <input type="checkbox"/> Fire	Originating Dept: Legal	Costs: Total: Current Fiscal Year:
Submitted by: Maura Kiefer – City Attorney	User Dept:	Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other
	Attachments: <input checked="" type="checkbox"/> None Ordinance	Appropriation Code:

ORDINANCE NO. 05 -

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, PERTAINING TO LEGAL COUNSEL TO THE CODE ENFORCEMENT BOARD AND THE CITY; AMENDING CHAPTER 2, SECTION 2-162 OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, PERTAINING TO LEGAL COUNSEL TO THE CODE ENFORCEMENT BOARD; REPEALING ANY CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city commission has been advised by the city attorney that it would be more effective and beneficial to the city if the city attorney were to serve as legal counsel to the City, as opposed to the code enforcement board in enforcement matters before it; and,

WHEREAS, the code of ordinances currently provides that the city attorney serves as legal counsel to the code enforcement board; and,

WHEREAS, the City Commission desires that the city attorney serve as legal counsel to the City, and, specifically, the Department of Community Improvement in connection with all code enforcement matters;

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

SECTION 1. That the present "**Section 2-162. Legal counsel to the code enforcement board**" of the Code of Ordinances of the City of Treasure Island, Florida is hereby amended as follows:

Sec. 2-162. Legal counsel to the code enforcement board.

The city attorney shall provide legal counsel to the ~~code enforcement board~~ City, including, the City's code inspectors and Department of Community Improvement in all enforcement matters initiated and prosecuted by the City. The city manager is authorized to retain legal counsel ~~to serve as prosecutor~~ to assist the code enforcement board for those cases deemed appropriate.

SECTION 2. All other ordinances or resolutions which conflict wholly or in part with the provisions of this ordinance, are hereby repealed effective the date this ordinance becomes effective.

SECTION 3. It is the intention of the Treasure Island City Commission that each provision hereof be considered severable, and that the invalidity of any provision of this ordinance shall not affect the validity of any other provisions of this ordinance or any Chapter of the City of Treasure Island's Code of Ordinances.

FIRST READING on the 9th day of August, 2005.

SECOND READING on the 23rd day of August, 2005

PUBLIC HEARING on the 23rd day of August, 2005.

PUBLISHED in the St. Petersburg Times on the 10th day of August, 2005.

Mary Maloof, Mayor

ATTEST:

Jennifer Nye, Deputy City Clerk



**CITY OF TREASURE ISLAND
AGENDA COVER MEMORANDUM**

Agenda Item #: *III-5*
Meeting Date: 08-02-05

SUBJECT: State Revolving Loan Fund for Sewer System Improvement

RECOMMENDATION: Authorize Administration to Apply for an approximately \$1.4 million dollar state loan for sewer system evaluation and design.

SUMMARY:

The city's sewer system is an older system and, as staff has reported previously to the Commission, the system experiences significant levels of inflow and infiltration that result in higher volumes and higher chloride content that we are charged for by the City of St. Petersburg. During the latest round of Federal grant requests, the first question on the grant application inquired as to whether the City had applied for any State Revolving Fund (SRF) Loan monies. As the City is requesting some \$3M to reline/repair/replace the old clay, gravity sewer lines and manholes, it was deemed prudent to receive SRF funds to define the extent and location of these problems. This is done by a study called a sewer system evaluation study (SSES). Follow up designs are then prepared to repair the problems. The terms of the loan would be amortized over 20 years and the loan rate is estimated to range from 2.5% to 3.5%. The Finance Department has run estimates of the debt service on \$1,403,000 over 20 years at 3.46% and 2.6% and including the state required coverage of 15% and these cost would \$113,160 and \$104,535 annually. Given the current rate structure in the sewer system fund a rate increase of approximately 5% would be required to support this loan.

The federal grant that we received this year of \$481,000 requires a 45% project match that would be about \$393,000. The Public Works Director is requesting that the state allow some of the revolving loan proceeds to be used for this match also. If this is not possible, the city currently has funding for the federal match.

CONTINUED ON PAGE 2

Reviewed by: _____ Legal _____ Finance _____ Personnel <u>XX</u> Public Works _____ Community Imp _____ Recreation _____ Police _____ Fire	Originating Dept: Public Works	Costs: Total: Current Fiscal Year: Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other
	User Dept: Public Works	
	Attachments: <input type="checkbox"/> Resolution	
Submitted by: Don Hambidge Public Works Director		Appropriation Code:

If the loan application is approved, the City Commission would be requested to approve a rate increase to cover the debt service cost of approximately 5%. This would increase the current average residential bill by \$1.36 for 5000 gallons per month or \$2.50 for 10,000 gallons per month.

The City Commission has the discretion to refuse the loan if approved. Also, if the loan is not used for 18 months, it is automatically annulled. Administration recommends approval of the state revolving loan fund application.

RESOLUTION 05-

A RESOLUTION OF THE CITY OF TREASURE ISLAND CITY COMMISSION AUTHORIZING THE CITY MANAGER TO APPLY FOR A STATE REVOLVING LOAN FOR EVALUATION AND DESIGN IMPROVEMENTS FOR THE CITY'S SEWER SYSTEM.

Whereas, The city's sewer system is an older system that experiences significant inflow and infiltration problems; and

Whereas, this problem creates sewage treatment problems and higher costs for the city; and

Whereas, the current Federal sewer system grant application inquired if the City had applied for a State Revolving Fund (SRF) Loan; and

Whereas, the city's Public Works Director recommends that a sewer system evaluation study and design of required improvements be conducted; and

Whereas, the state has a revolving loan program to assist in financing these costs.

Now Therefore Be It Resolved By the City of Treasure Island City Commission:

1. That the City Manager is authorized to apply for a revolving loan from the state of approximately \$1.4 million dollars.
2. That this resolution shall become 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 9th day of August, 2005, by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT:

Mary Maloof, Mayor

ATTEST:

Jennifer Nye, Deputy City Clerk



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: TII-6
Meeting Date: 08-02-05

SUBJECT:

Renewal of FDOT Landscape Maintenance Agreement

RECOMMENDATION:

Staff recommends that the City renew agreement with FDOT by resolution.

SUMMARY:

The City of Treasure Island designed and installed the landscaping on Gulf Blvd. between 127th Ave. and the John's Pass Bridge and entered into an agreement with The Florida Department of Transportation to maintain the area in August 1995. This Memorandum of Agreement (MOA) was in force for 10 years and will terminate August 2005. Although there is no funding support from FDOT, city crews only require approximately one to two hours per week to maintain these areas.

Without a new agreement, the state will not maintain the area with the present landscaping in place. As it is the entrance to the City from the North, we should enter into a new agreement with the State and continue to maintain the landscaping.

Reviewed by:

Legal
 Finance
 Personnel
 Public Works
 Community Imp
 Recreation
 Police
 Fire

Originating Dept:

Public Works

User Dept:**Attachments:**

1 copy of new MOA
1 copy of expiring MOA
1 copy of FDOT cover letter

Costs:

Total: 0.00

Current Fiscal Year: 04/05

Funding Source:

Capital Improvement
 Operating

Submitted by:

Public Works

Appropriation Code:

RESOLUTION NO. 05 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH FDOT TO MAINTAIN THE LANDSCAPING ON GULF BOULEVARD BETWEEN 127TH AVENUE AND THE JOHNS PASS BRIDGE.

WHEREAS, the City of Treasure Island and the Florida Department of Transportation FDOT entered into an agreement in August 1995 to maintain the landscaping on Gulf Boulevard between 127th Avenue and the Johns Pass Bridge for a period of ten years; and

WHEREAS, said agreement will terminate in August 2005; and

WHEREAS, the City Commission desires to renew the agreement with FDOT to continue maintaining the landscape on Gulf Boulevard between 127th Avenue and the John Pass Bridge.

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

To authorize the City Manager to entered into a Highway Landscape Maintenance Memorandum of Agreement with the Florida Department of Transportation FDOT to renew the landscape maintenance agreement which will terminate in August 2005.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the day of August, 2005, by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT:

Mary Maloof, Mayor

ATTEST:

Jennifer Nye, Deputy City Clerk



Florida Department of Transportation

JEB BUSH
GOVERNOR

11201 N. McKinley Drive, Tampa, FL 33612
(813) 975-6000, 1-800 226-7220

DENVER J. STUTLER, JR.
SECRETARY

MAINTENANCE • M.S. 7-1200

July 19, 2005, 2005

City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

RE: Thirty-Day Expiration Notice, Highway Landscape Maintenance Memorandum of Agreement # 11-95, Gulf Boulevard, City of Treasure Island.

Dear To Whom it May Concern:

Please be advised that the Maintenance Memorandum of Agreement ("M.O.A.") mentioned above expires on August 28, 2005

Once this M.O.A. expires, the City can no longer lawfully maintain landscaping located within the state-owned right of way until a new M.O.A. is fully executed by the Department.

A new M.O.A. form is attached with this letter in order to assist the City with ensuring that the project site will have a new Agreement covering it after the original agreement's August 28th expiration date.

The Department will need the City to send three (3) originally signed and sealed copies of the new M.O.A., along with a copy of a Resolution attached to each of the three Agreements. Please send this material to my attention once it becomes available to you.

Please call me at (813) 975-6638, or e-mail me at william.moriaty@dot.state.fl.us, if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "William D. Moriaty".

William D. Moriaty
District Maintenance Roadside Vegetation Coordinator

WDM/mas
Attachment

Certified Mail: 7004 0550 0001 3759 1797

cc: J. W. Simpson, R.L.A.

Section 15100
SR 699
MP 6.113-6.148

District Copy

MOA-1
12/93

M.O.A. 11-95

HIGHWAY LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into as of the 28th day of August, 1995, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "Department" and City of Treasure Island, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "Local Government".

W I T N E S S E T H

WHEREAS, the Department owns State Road 699 right-of-way consisting of road improvements and grassed areas abutting thereon located between Mile Post #6.113 and Mile Post #6.148 in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System; and

WHEREAS, the Local Government is desirous of beautifying the Project Highway at its sole expense by installing landscaping which would improve and enhance its aesthetic quality; and

WHEREAS, the Department is authorized to contract with local governmental entities for the performance of its duties where it can be documented that such entities can perform the duties more cost effectively; and

WHEREAS, the parties hereto recognize the need for entering into an agreement designating and setting forth the responsibilities of each party in maintaining the landscaping; and

WHEREAS, the Local Government by Resolution No. 95-30, a copy of which is attached hereto as Exhibit "A", has authorized its officers to execute this agreement on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The Local Government shall install landscaping and irrigation systems on those areas of the Project Highway as specified in the Construction Plans and Specifications attached hereto as Exhibit "B", all of which are hereby incorporated herein and made a part hereof by this reference and all of the work in connection therewith being hereinafter referred to as the "Project". In no event shall the Local Government change or

deviate from the Project plans and specifications without prior written approval of the Department. It is the intent of the parties hereto that except as otherwise provided in Paragraph 7 and 10 hereof, the Local Government shall be the owner of the landscaping and irrigation systems comprising the Project.

2. The Local Government at all times shall maintain the Project in a reasonable manner and with due care in accordance with Department guidelines and standards. Specifically, the Local Government agrees to carry out the following maintenance responsibilities:

- (a) removal of litter from the Project Highway;
- (b) watering and fertilization of all plants;
- (c) mulching of all plants beds;
- (d) keeping plants as free as practicable from disease and harmful insects;
- (e) weeding the Project premises routinely;
- (f) mowing and/or cutting grass;
- (g) pruning all plants, specifically removing of all dead or diseased parts of plants and pruning of all parts of plants which present a visible hazard to those using the roadway; and
- (h) Removal or replacement in their entirety of all dead or diseased plants or other parts of the Project that have fallen below project standards. All replacements should be of the same grade, size and specification as originally provided for in the plans and specifications.

The Local Government agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project standards caused by the Local Government's failure to maintain the same in accordance with the provisions of this paragraph. In the event any part or parts of the Project, including plants, have to be removed and replaced for whatever reason, they shall be replaced by parts of the same grade, size and specification as provided in the original plans for the Project. Furthermore, the Local Government agrees to keep litter removed from the Project Highway.

Construction and Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project standards, the Department, in addition to its right of termination under Paragraph 8, may at its option perform any necessary maintenance without need of any prior notice and charge the cost thereof to the Local Government.

3. The Department's Local Maintenance Office shall be notified forty-eight (48) hours in advance of commencing any construction or maintenance activities. The Local Maintenance Engineer with responsibility for the roadway within this Project is Mr. Brian A. Bennett PE located at 5211 Ulmerton Rd, Clearwater Fl. 34620 telephone number 813-570-5101.

4. The Local Government stipulates that they have submitted copies of the landscaping plans to all utilities with facilities within the project limits for their review and comment. Any conflicts and/or concerns raised by the utilities are to have been resolved by the Local Government prior to the execution of this agreement. Letters to this effect from each utility are to be submitted by the Local Government to the Department. Prior to commencing any field activities on this project, the Local Government is to notify all the utilities of their work schedule so that any affected utilities can be field located and marked to avoid damage during construction.

5. The Local Government will comply with all Departmental Maintenance of Traffic Regulations. All vehicles, equipment and personnel shall maintain a minimum of 15 feet clearance from the edge of pavement. If the permittee desires to work closer to the edge of pavement that 15 feet or close a traffic lane, a Maintenance of Traffic plan must be submitted to the Local Maintenance Engineer for approval prior to beginning construction and/or maintenance activities.

6. The Department will require the Local Government to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the Local Government or representatives of the Local Government violate the conditions or intent of this agreement as determined by the Department.

7. It is understood between the parties hereto that any or all of the Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Local Government shall be given notice regarding such removal, relocation or adjustment and shall be allowed sixty (60) days to remove all or part of the Project at its own cost. The Local Government will own that part of the Project it removed. However, if the Local Government fails to remove the Project after the sixty (60) day removal period, the Department will become the owner of the unremoved portion of the Project, and may remove, relocate or adjust the Project as it deems best.

8. This Agreement may be terminated under any one of the following conditions:

- (a) By the Department, if the Local Government fails to perform its maintenance responsibilities under this Agreement, following fifteen (15) days written notice.
- (b) By either party following sixty (60) calendar days written notice.

9. The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution of the agreement, with one ten (10) year renewal option. Any renewal must be agreed upon by both parties in writing thirty (30) days prior to the expiration of the existing agreement.

10. In the event this Agreement is terminated, the Department may, at its option, proceed as follows:

- (a) Maintain the Project or a part thereof with Department forces or private contractors and charge the Local Government for the reasonable costs of such work; or
- (b) Grant the Local Government sixty (60) days after the date upon which this Agreement is effectively terminated to remove all or part of the remaining Project at its own cost and expense. The Local Government will own that part of the Project it removed. After the sixty (60) day removal period,

the Department will become the owner of the unremoved portion of the Project and may, in its discretion, remove, relocate or adjust the Project as it deems best.

11. Subject to the extent authorized by law, the Local Government covenants and agrees that it will indemnify and hold harmless Department and all of Department's officers, agents and employees from any claim, loss, damage, rent, charge or expense arising out of any act, action, neglect or omission by the Local Government during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which Department or said parties may be subject, except that neither the Local Government nor any of its sub-contractors will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of Department or any of its officers, agents or employees.

12. The Department's District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

13. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

14. This Agreement may not be assigned or transferred by the Local Government, in whole or in part without consent of the Department.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

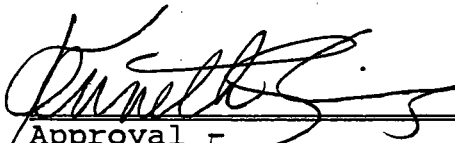
16. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt requested, or by telex or telegram:

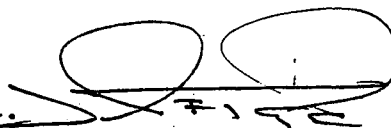
- (a) If to the Department, address to 11201 North Malcolm McKinley Drive, Tampa, Florida 33612 or at such other address as the Department may from time to time designate by written notice to the Local Government; and
- (b) If to the Local Government address to 120 - 108th Avenue
Treasure Island, Florida 33706
or at such other address as the Local Government from time designates by written notice to the Department.

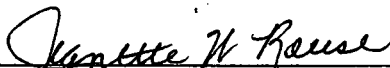
All time limits provided hereunder shall run from the date of receipt of all such notices, demands requests and other instruments.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

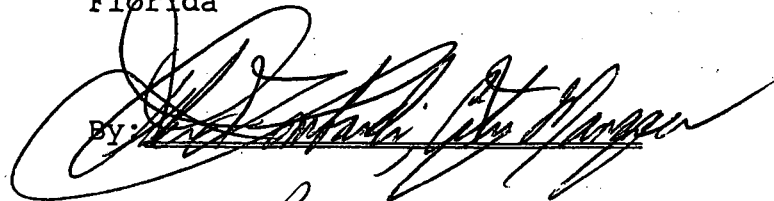
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

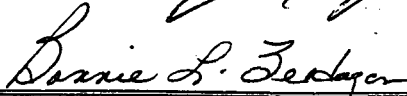

Approval
FDOT Legal Department

By: 
District Secretary

ATTEST:  (SEAL)
Executive Secretary

Treasure Island, a political
subdivision of the State of
Florida

By: 

ATTEST:  (SEAL)

RESOLUTION NO. 95-30

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A HIGHWAY LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY OF TREASURE ISLAND FOR THE BEAUTIFICATION OF THE RIGHT-OF-WAY ABUTTING GULF BOULEVARD [SR699] IN THE JOHNS PASS AREA.

WHEREAS, the City of Treasure Island has developed a beautification plan for the beautification of the Gulf Boulevard right-of-way in the Johns Pass area of Treasure Island; and

WHEREAS, the City Commission desires to proceed with the implementation of said beautification project and desires to authorize the City Manager to execute a Highway Landscape Maintenance Memorandum of Agreement on behalf of the City of Treasure Island with the State Department of Transportation for said project.

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


That the City Manager be, and he is hereby, authorized to execute a Highway Landscape Maintenance Memorandum of Agreement with the State Department of Beautification for the implementation of a beautification project for the Gulf Boulevard [SR699] right-of-way in the Johns Pass area of the City of Treasure Island.

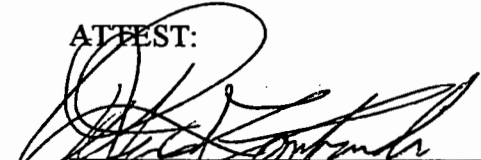
The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 4th day of April, 1995, by Commissioner Atkinson who moved its adoption; was seconded by Commissioner Fant and upon roll call, the vote was:

YEAS: Commissioners Lavino, Fant, Carbonneau, Atkinson, Stubbs

NAYS: None

ABSENT OR ABSTAINING: None


Walter Stubbs, Mayor

ATTEST:

Peter G. Lombardi, City Clerk

HIGHWAY LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2005, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "Department" and the City of Treasure Island, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "Local Government".

WITNESSETH

WHEREAS, the Department owns State Road right-of-way consisting of road improvements and grassed areas abutting thereon located between 127th Avenue (M.P. 6.107) and the John's Pass Bridge (M.P. 6.192) in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System: and

WHEREAS, the Department is authorized pursuant to Section 335.055, Florida Statutes to enter into contracts with counties and municipalities to perform routine maintenance work on the State Highway System within appropriate boundaries; and

WHEREAS, the Local Government has beautified the Project Highway by the installation of landscape improvements which would enhance its aesthetic quality; and

WHEREAS, the Local Government has agreed to continue to maintain those landscape improvements in accordance with the provisions of Section 2 below; and

WHEREAS, both parties hereto recognize the need for entering into an agreement to replace expired Landscape Maintenance Memorandum of Agreement 11-95, designating and setting forth the responsibilities of each party in maintaining the landscaping; and

WHEREAS, the Local Government by Resolution No. _____, a copy of which is attached hereto as Exhibit "A", has authorized its officers to execute this agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The Local Government shall at all times maintain landscape improvements on those areas of the Project Highway as specified in the Construction Plans and Specifications attached hereto as Exhibit "B", all of which are hereby incorporated herein and made a part hereof by this reference, being hereinafter referred to as the "Project". Except as permitted in this agreement, the Local Government shall not modify the Project as installed, without prior written approval of the Department. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the

Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the Local Government.

2. Specifically, the Local Government agrees to carry out the following maintenance responsibilities:

- (a) removal of litter from the Project Highway;
- (b) watering and fertilization of all plants;
- (c) mulching of all plants beds;
- (d) keeping plants as free as practicable from disease and harmful insects;
- (e) weeding the Project premises routinely;
- (f) mowing and/or cutting grass within the landscaped areas.
- (g) pruning all plants, specifically removing of all dead or diseased parts of plants and pruning of all parts of plants which present a visible hazard to those using the roadway;
- (h) replacement, or at the Local Government's option, removal of all dead or diseased plants or other parts of the Project that have fallen below project standards. All replacements should be of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department; and
- (i) routine maintenance as prescribed by the manufacturer all parts of any Project irrigation system.

3. The Department recognizes that the Local Government must comply with Section 166.241, Florida Statutes. This Agreement shall not be construed to modify, in any way, the Local Government's obligations under those statutes.

4. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project standards, the Department may terminate the agreement in accordance with paragraph 10(a).

5. The Department's Area Maintenance Office shall be notified forty-eight (48) hours in advance of commencing any scheduled maintenance activities. Emergency repairs shall be performed without delay and the Area Maintenance Office notified immediately. The Area Maintenance Engineer with responsibility for the roadway within this Project is Mr. Brian Bennett, P.E., located at 5211 Ulmerton Rd., Clearwater, Florida, telephone number (727) 570-5101.

6. Prior to commencing any major reconstruction or renovation activities on this project, the Local Government is to notify all the utilities of their work schedule so that any affected utilities can be field located and marked to avoid damage.

7. If the Local Government desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen feet to the edge of pavement, or to close a traffic lane, a Maintenance of Traffic shall be in accordance with the Project plans and all Departmental Maintenance of Traffic Regulations. The permittee shall have Maintenance of Traffic certified personnel supervise the set up and operation of such Maintenance of Traffic devices at the site of the construction or maintenance activity.

8. The Department will require the Local Government to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the Local Government or representatives of the Local Government violate the conditions or intent of this agreement as determined by the Department.

9. It is understood between the parties hereto that any or all of the Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Local Government shall be given notice regarding such removal, relocation or adjustment and shall be allowed sixty calendar days to remove all or part of the Project at its own cost. After the sixty calendar day removal period, the Department may remove, relocate or adjust the Project as it deems best. Wherever the Local Government is entitled to remove vegetation pursuant to this paragraph, the Local Government shall restore the surface of the affected portion of the project premises to the same safe condition as it was before installation of such vegetation. The restoration expected shall consist of grading and filling holes and indentations caused by the aforesaid removal, as well as any seeding or sodding necessary to provide a grassed area.

10. This Agreement may be terminated under any one of the following conditions:

- (a) By the Department if the Local Government, following fifteen working days written notice, fails to perform its maintenance responsibilities under this Agreement.
- (b) By the Local Government following sixty calendar day's written notice.
- (c) By the Department following sixty calendar day's notice.

11. Within 60 days following a notice to terminate pursuant to 10(a) or 10(b), if the Department requests, the Local Government shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to 10(c), the Department may remove, relocate or adjust the Project as it deems best.

12. To the extent provided by law, the Local Government shall indemnify, defend, and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Local Government, its agents, or employees, during the performance of the Agreement, except that neither the Local Government, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

13. The Department's District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

14. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

15. This Agreement may not be assigned or transferred by the Local Government, in whole or in part without consent of the Department.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:

- (a) If to the Department, address to District Landscape Architect, Florida Department of Transportation, 11201 North Malcolm McKinley Drive MS 7-1200, Tampa, Florida 33612, or at such other address as the Department may from time to time designate by written notice to the Local Government; and
- (b) If to the Local Government address to the City of Treasure Island, 120 108th Avenue, Treasure Island, FL. 33706, or at such other address as the Local Government from time to time designates by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands requests and other instruments.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TREASURE ISLAND
a political subdivision of
the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Donald J. Skelton, P.E.
District Secretary, District Seven

Attest: _____
Title: _____ (SEAL)

Attest: _____
Executive Secretary (SEAL)

Legal Review:

Legal Review:

Title: _____

Office of the General Counsel, District 7



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: 14-7
Meeting Date: 8/2/05

SUBJECT:

Board/Committee appointments/re-appointments

RECOMMENDATION:

Staff is recommending that the Commission make appointments/re-appointments for board and committee members with terms expiring as of August 31, 2005.

SUMMARY:

Attached is a list of the board and committee members with terms expiring as of August 31, 2005. The Commission was provided with this list as well as applications submitted by residents interested in serving on these boards and committees.

Pending the Commission's board and committee appointments/re-appointments, a resolution will be prepared for the Commission meeting on August 9th.

Reviewed by:

____ Legal
____ Finance
____ Personnel
____ Public Works
____ Community Imp
____ Recreation
____ Police
____ Fire

Submitted by:

Jennifer Nye, Deputy City Clerk

Originating Dept:

Administration

User Dept:**Attachments:**

List of Committee/Board
Member with Terms Expiring
8/31/05

Costs:

Total

Funding Source:

Capital Improvement
 Operating
 Other

Appropriation Code:

**COMMITTEE/BOARD MEMBERS
WITH TERMS EXPIRING
AUGUST 2005
(Three Year Terms)**

BEACH STEWARDSHIP COMMITTEE

<u>MEMBER</u>	<u>DISTRICT</u>	<u>TERM BEGAN</u>	<u>TERM EXPIRES</u>
Ruth Philipon	3	5-18-04	8-31-05

BEAUTIFICATION COMMITTEE

Don Nolan	1	8-27-02	8-31-05
Millie Fant	At Large	2-20-96	8-31-05
Joann Rosell	2	1-11-05	8-31-05

CODE ENFORCEMENT BOARD

Ken Brown	At Large	3-22-05	8-31-05
Gerald Ehly	At Large	4-13-04	8-31-05
John Hehn, Jr.	At Large	10-12-04	8-31-05

MARINA COMMITTEE

Al Alton	At Large	6-13-00	8-31-05
Michael Daughtry	At Large	4-27-04	8-31-05

MITIGATION PLANNING COMMITTEE

Jack Jones	At Large	1-11-05	8-31-05
Karl Angelo	At Large	9-1-04	8-31-05

PLANNING & ZONING BOARD

Joel Manings	At Large	10-22-02	8-31-05
Susan Givens	1	4-22-03	8-31-05
Heidi Horak	4	11-23-04	8-31-05
Ruthie Starkey	2	4-13-04	8-31-05
Tracy Heard	3	7-26-05	8-31-05



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: III-8
Meeting Date 8/2/05

SUBJECT: Rescheduling Commission Meeting of Tuesday, September 13th to Wednesday, September 14th.

RECOMMENDATION: To stay in compliance with TRIM requirements, the Commission Meeting that would normally be on Tuesday, September 13th should be rescheduled to Wednesday, September 14th.

SUMMARY:

TRIM rules do not allow us to hold our TRIM budget hearings in conflict with either the Pinellas County Board of County Commissioners nor the Pinellas County School Board. Since the School Board has its TRIM budget hearing on Tuesday, September 13th, we must reschedule our meeting to Wednesday, September 14th.

Reviewed by:

____ Legal
____ Finance
____ Personnel
____ Public Works
____ Community Imp
____ Recreation
____ Police
____ Fire

Originating Dept:

User Dept:

Attachments:

None

Costs:

Total

Funding Source:

Capital Improvement
 Operating
 Other

Submitted by:

Appropriation Code:



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: III-9
Meeting Date: 8-2-05

SUBJECT:

Approval of a landscape plan and the assignment of a License Agreement to the Surf Beach Resort of Treasure Island, LLC, and the Surf Beach Resort Condominium Association, Inc., to landscape that portion of the public beach westward of the Surf Beach Resort of Treasure Island (a condo-hotel) presently under construction at 11040 Gulf Boulevard.

RECOMMENDATION:

Administration recommends the approval of the assignment of a License Agreement to the Surf Beach Resort of Treasure Island, LLC, and the Surf Beach Resort Condominium Association, Inc., subject to the conditions listed in the summary of this report.

SUMMARY:

The Surf Beach Condo-Hotel representatives prepared a landscape plan for that City-owned area located westward of the Surf Beach Condo-Hotel property. This plan was initially reviewed at your February 2, 2005, workshop. As you know, this land is owned by the City of Treasure Island and is also westward of the CCCL. Any improvements require permission from the State DEP. On June 17, 2005, the State DEP found this request to be exempt from the permitting requirements of the Department. (Exemption Number EXM 00347-PI).

The Administration recommends that the City Commission approve the modified landscape plan and authorize the City Manager to execute a new license agreement subject to all the terms of the existing agreement and including the following conditions:

1. Owner to provide a one million dollar insurance policy for liability and property damage for the subject area that names the City of Treasure Island as co-insured. Proof of such insurance and its renewal on an annual basis will be a condition of approval of this request.

Reviewed by: <input type="checkbox"/> Legal <input type="checkbox"/> Finance <input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Community Imp <input type="checkbox"/> Recreation <input type="checkbox"/> Police <input type="checkbox"/> Fire			Originating Dept: Community Improvement		Costs: Total: Current Fiscal Year:	
Submitted by: Lynn Rosetti, AICP City Planner			User Dept: Community Improvement		Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other	
			Attachments: Landscape Plan DEP Exemption Resolution License Agreement		Appropriation Code:	

RESOLUTION NO. 05-

A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE SURF BEACH RESORT PROPERTY LOCATED AT 11040 GULF BOULEVARD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THIS AGREEMENT.

WHEREAS, the City Commission has conceptually approved a landscape plan relating to requested beach landscaping on May 24, 2005; and

WHEREAS, the State Department of Environmental Protection has reviewed this landscape plan and finds that the request is exempt from the permitting requirements of the DEP and has issued a specific exemption for the requested landscaping (Exemption Number EXM 00347-PI); and

WHEREAS, the City of Treasure Island, Florida has previously approved such license agreements for the use of city-owned property for the purposes of landscape improvements; and

WHEREAS, the location of this license agreement is the property formerly known as the Surf Motel and now known as the Surf Beach Resort (under construction) located at 11040 Gulf Boulevard; and

WHEREAS, the owners of the property, known as the Surf Beach Resort have requested a license agreement to allow the landscaping of the city-owned land westward of their property as shown on a drawing submitted to the City Commission and approved by the State DEP.

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

SECTION 1. That a license agreement for the property formerly known as the Surf Beach Resort (a condo-hotel) is approved for the property.

SECTION 2. That the City Manager is authorized to execute the licensing agreement.

SECTION 3. This resolution becomes effective upon approval by the City Commission of the City of Treasure Island, Florida.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the day of 2005, by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

Mary Maloof, Mayor

ATTEST:

Ralph Stone, City Clerk



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bureau of Beaches and Coastal Systems
3900 Commonwealth Blvd - MS 300
Tallahassee, FL 32399-3000
Phone: (850) 487-4475

Exemption Number: EXM 00347 - PI

EXEMPTION DETERMINATION PURSUANT TO SECTION 161.053 or 161.052, F.S.

FINDINGS OF FACT AND CONCLUSIONS OF LAW: The request for an exemption was considered by the staff designee of the Secretary of the Department of Environmental Protection and found to be in compliance with requirements of Chapter 62B-33, Florida Administrative Code (F.A.C.), and 161.053, Florida Statutes.

PROJECT LOCATION: R-132 PI 11040 GULF BLVD TREASURE IS. FL

PROJECT DESCRIPTION: NON-STRUCTURAL LANDSCAPE UPLAND OF THE BEACH-DUNE AREA AND EXISTING SHORE-PARALLEL SIDEWALK ON THE SURF BEACH RESORT PROPERTY ONLY

Specific Remarks Attached.

Attached Plans: YES NO

APPLICANT INFORMATION: I hereby certify that I am either: (1a) the owner of the subject property or (1b) I have the owner's consent to secure this exemption determination on the owner's behalf; and that (2) I shall obtain any applicable licenses or permits which may be required by federal, state, county, or municipal law prior to commencement of the exempt activity; (3) I acknowledge that the exempt activity is what I requested; and (4) I accept responsibility for compliance with this exemption by not exceeding the activity as described above.

Applicant's Signature: Caitie A. Byrne Date: 6/22/05 Telephone No: (927) 367-7177
Applicant's Printed Name: Caitie A. Byrne Address: 115 107 Avenue Treasure Island FL 33706
Property Owner's Name: N/A

EXEMPTION STATUS. The Department has determined that, pursuant to 62B-33.004(3)(d), Florida Administrative Code, the above described proposed project is:
EXEMPT from the permitting requirements of the Department. The exempted work is strictly limited to that described above.

DEPARTMENT FINAL ACTION AND FILING AND ACKNOWLEDGMENT: This exemption is authorized on behalf of the Department of Environmental Protection by the undersigned staff designee, and filed on this date, pursuant to section 120.52, F.S., with the undersigned designated Deputy Clerk, receipt of which is hereby acknowledged.

Staff Designee/Deputy Clerk: [Signature] Printed Name of Designee/Deputy Clerk: SWEET Date: 6-17-05

PUBLIC NOTICE IS ON THE BACK OF THIS PERMIT.

POST EXEMPTION DETERMINATION AND PUBLIC NOTICE CONSPICUOUSLY ON THE SITE
DEP form 73-120 (Updated 3/05) [White Copy-Tallahassee Office] [Yellow Copy-Applicant] [Pink Copy -Staff Designee]

PUBLIC NOTICE

*ATTACH TO
EXEMPTION - S. WEST*

The foregoing constitutes final agency action. Any person whose substantial interests are affected by any decision made by the Department on the Exemption Determination has the right to request an administrative hearing in accordance with the provisions of Sections 120.569 and 120.57, F.S. The request for an administrative hearing must comply with the provisions of Rule 28-106.201, F.A.C., and must be received by the Department (at the address given below) within twenty-one (21) days from the date of this notice.

When the Department receives an adequate and timely filed request for hearing, the Department will request the assignment of an administrative law judge. Once the administrative law judge is requested, the Division of Administrative Hearings will have jurisdiction over the formal proceeding and the Department (as the referring agency) will take no further action with respect to the proceeding except as a party litigant.

Section 120.54(5)(b)4, F.S., and Rule 28-106.201(2), F.A.C., explain that the following items must be included in a petition for a formal administrative proceeding.

- (a) The name and address of each agency affected and each agency's file or identification number, if known.
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative (if any), which shall be the address for service purposes during the course of the proceedings; and an explanation of how the petitioner's substantial interests will be affected by the agency determination.
- (c) A statement of when and how the petitioner received notice of the agency decision.
- (d) A statement of all issues of material fact disputed by the petitioner, or a statement that there are no disputed facts.
- (e) A concise statement of the ultimate facts alleged, including a statement of the specific facts that the petitioner contends warrant reversal or modification of the Department's action.
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action, including an explanation of how the alleged facts relate to the specific rules or statutes.
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take with respect to its action.

A person may request an extension of time to petition for an administrative hearing. The person filing the request for extension must do so within the time limits for filing a petition described above. The request must state why an extension is needed. The Department will grant an extension only when good cause is shown.

If a petition or a request for extension of time is filed, further order of the Department becomes necessary to effectuate this Exemption Determination. Accordingly, the Department's final action may be different from the position taken in this notice. Actions undertaken by any person under this permit, pending the lapse of time allowed for the filing of such a request for hearing, may be subject to modification, removal, or restoration.

Failure to petition within the allowed time frame constitutes waiver of any right that a person has to request a hearing under Section 120.57, F.S., and to participate as a party to the proceeding. If a legally sufficient petition for hearing is not timely received, this notice constitutes final agency action.

When this order becomes final and is filed with the Department Clerk, any party to the order has the right to seek judicial review under Section 120.57, F.S., and Rule 9.030(b)(1)(c) and 9.110, Florida Rules of Appellate Procedure. A notice of appeal must be filed within thirty (30) days with both the Department Clerk (see address below) and with the appropriate district court of appeal. The notice filed with the district court must be accompanied by the filing fee specified in Section 35.22(3), F.S. Any subsequent intervention will be only by the approval of the presiding officer on motion filed under Rules 28-5.207 or 60Q-2.010, F.A.C.

All requests for hearings are to be filed with the Department at the following address:

Florida Department of Environmental Protection
Office of General Counsel
Department Clerk
3900 Commonwealth Boulevard
Mail Station 35
Tallahassee, Florida 32399-3000.

POST EXEMPTION DETERMINATION AND PUBLIC NOTICE CONSPICUOUSLY ON SITE

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is granted this ____ day of August, 2005, by the City of Treasure Island, Florida, a Florida municipal corporation, hereinafter called the "City" and granted unto Surf Beach Resort of Treasure Island, LLC, a Florida Limited Liability Company, (hereafter, "SBR of TI, LLC"), and the Surf Beach Resort Condominium Association, a Florida condominium duly established under section 718, F.S., (hereafter, "Surf Beach"), (hereinafter collectively called the "Licensee").

WITNESSETH

WHEREAS, SBR of TI, LLC is the developer of, and Surf Beach represents the condominium association comprised of the owners of, the real property legally described on **Exhibit "A"** attached hereto and incorporated herein; and

WHEREAS, the City is the owner of public beach located along the entire western edge of the Licensee's above-described real property; and

WHEREAS, the Licensee has requested of the City a license to use a parcel of the City's beach, designated Parcel A as shown on **Exhibit "B"** attached hereto and incorporated herein, for the purpose of providing landscaping on Parcel A; and

WHEREAS, the City has determined that the construction of such items will not unreasonably interfere with pedestrian or vehicular traffic upon the beach or the public's general use of the public beach; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for outdoor landscaping in the beach area in the City of Treasure Island to provide a unique environment for relaxation; and

WHEREAS, the existence of landscaping encourages additional pedestrian traffic to these areas, and encourages more beach activity, commercial business and redevelopment; and

WHEREAS, there is a need for limitations and standards on any such license to ensure that a safe, family environment is maintained in the public beach areas in the City of Treasure Island; and

WHEREAS, the City desires to grant a license to the Licensee to utilize the property depicted as Parcel A for the uses hereby established, subject to all of the limitations contained herein; and

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

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and 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 the Licensee a license for the use of Parcel A for the purpose, and subject to the limitations as set forth herein.

1. License Components: This license, including attached endorsements and exhibits, 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 delivered to the Licensee. The Licensee agrees that no representations or warranties shall be binding upon the City unless expressed in writing herein.
2. Endorsement Obligations: The Licensee agrees to be bound by and to comply with the provisions of all endorsements enumerated in and attached to this agreement, as may be from time to time included, amended or modified by the City.
3. Purpose of the License: A principal purpose of the City in granting the privileges under this License Agreement is to make available for public use City facilities, for the better accommodation, convenience and welfare of the public, and to increase the tax base in the City.
4. Grant of License: The City does hereby grant unto the Licensee a license on the property described as Parcel A described on Exhibit "B" to use such property, subject to the limitations contained herein, for the purpose of landscaping.
5. Improvements: All landscaping constructed on Parcel A shall be subject to prior approval by the City, and the Licensee agrees to construct landscaping on Parcel A in accordance with any additional requirements or specifications set forth by the City.
6. No Waiver of Applicable Regulations: Nothing in this License shall be construed to exempt the Licensee from full compliance with all applicable building, zoning and land use regulations on the licensed parcels. 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 landscaping of such licensed property.

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 licensed parcels by reason of the execution of this License Agreement, or by compliance with the terms thereof by the Licensee. Ownership of the said licensed property shall at all times remain in the City, and the Licensee shall not do anything inconsistent with such ownership, except as may be permitted by this License Agreement.
8. **Public Use of Licensed Property.** Licensee hereby agrees that at all times the subject licensed property shall remain available on an unrestricted basis for public use.
9. **FDEP Approval.** Licensee further agrees to obtain FDEP approval for its sidewalks within six (6) months from the effective date hereof. This License shall automatically terminate after said six (6) months upon Licensee's failure to obtain said approval.
10. **Encumbrances:** The granting of this license does not vest in the Licensee any interest in the real property subject to being 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.
11. **Indemnity:** 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, the construction of any landscaping or improvements on the licensed parcel, or any other action taken pursuant to this License Agreement by any person or entity. The Licensee shall pay all attorney's 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 of and 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 construction of the above-described landscaping or improvements on the licensed parcel, and for any actions taken pursuant to this Agreement.
12. **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 licensed premises, by the Licensee or by its assigns or lessees. 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 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 insured in any 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 days prior to a policy's expiration date except for any policy expiring on the expiration date of this Agreement or thereafter.

13. **Successive Interest:** The obligations of the Licensee pursuant to this License Agreement shall be binding upon the Licensee, its successors, assigns, and legal representatives. However, the City reserves the right to approve, in its sole discretion, the assignment of this License to any tenant or successor in interest of the License.
14. **Supervision and Personnel:** The Licensee shall assure that competent and experienced personnel are employed on the licensed parcels at all times in order to assure that there is full compliance with all terms and limitations of this License Agreement.
15. **No Unlawful Use:** The Licensee shall use the areas herein described only for the purposes stated, and for no unlawful purposes whatsoever.
16. **Proper Attire:** The Licensee shall assure that all employees of the Licensee or of any lessee 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.

17. **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 on or from the licensed parcels, or from any adjacent restaurant or bar area that opens onto the licensed premises, 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 on or over the licensed parcels, 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.
18. **Signage:** The Licensee shall not erect, construct or maintain any signage on the licensed parcel, or construct any exposed signage adjacent to the licensed parcel, unless a consent to such signage has first been given, in writing, by the City, through its City Manager.
19. **Lighting:** The Licensee shall not construct, erect or maintain, or allow any patron on the licensed parcel to exhibit or maintain, any lighting that is in violation of the City's lighting standards concerning the preservation and protection of turtles, or otherwise.
20. **Public Use of Premises:** At any time that the Licensee is allowing any person to use parcel A, such licensed parcel A shall not be closed for any private function, but shall be open and available for use of the public, at large.
21. **Litter and Debris:** The Licensee shall at all times keep Parcel A free and clean of trash and debris, and the Licensee shall not allow any trash or debris generated from the licensed parcel to litter upon any of the adjacent public beach of the City.
22. **Outdoor Cooking:** The Licensee shall not permit or allow any outdoor cooking or open fire or flames on any of the licensed premises, without the prior written consent of the City.
23. **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 in this Agreement shall be construed against the City by virtue of this Agreement having been drafted by the City.

24. **Taxes:** In the event that as a result of this License Agreement, Parcel A, as shown on Exhibit "B," or any of the City's adjacent public beach property, is found to be subject to ad valorem or other tax assessment, then and in such event, the Licensee agrees to promptly pay when due, taking advantage of all early payment discounts, any and all taxes that shall be assessed, imposed, charged or collected.
25. **Assignment:** The Licensee shall not assign nor sublet any of its property located adjacent to the licensed parcel, or this license hereby granted, in whole or in part, without the express prior written permission of the City.
26. **Notices:** Any notice or communication which the City may desire to give the Licensee shall be deemed sufficiently rendered or given if the same be in writing and sent by certified mail, return receipt requested, addressed to the Licensee at the address of 11040 Gulf Boulevard, Treasure Island, Florida 33706, or left at the address of the licensed parcel, or delivered to the Licensee's representative; and 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.
27. **TERMINATION: THIS LICENSE IS SUBJECT TO, AND THE LICENSEE ACKNOWLEDGES THAT THIS LICENSE IS SUBJECT TO, BEING WITHDRAWN AND TERMINATED BY THE CITY AT ANY TIME, UPON FIFTEEN (15) DAYS' 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.**
28. **Removal of Improvements:** In the event of termination of this License, the Licensee shall remove any improvement constructed on the licensed parcel within ninety (90) days following termination of this Agreement, and conclusion of the ninety (90) period provided for in paragraph 25 above and shall restore the parcel to the condition as existed prior to the granting of this license. However, at the discretion of the City and if requested by the City, the Licensee agrees to allow any of the landscaping improvements on Parcel A to remain, and the Licensee shall surrender title and ownership to such landscaping improvements to the City.

29. **Maintenance of Landscaping: Liens:** The Licensee agrees that it shall, at all times, at its expense provide maintenance for all landscaping on Parcel A and/or on the Licensee's property adjacent to Parcel A, as may be from time to time requested or directed by the City. The Licensee further agrees that in the event such maintenance is not performed by the Licensee, that if the City shall perform such maintenance, the City shall have a lien against the Licensee's property adjacent to the licensed premises for the City's cost in performing such maintenance, to include administrative charges and overhead. The Licensee further agrees that in the event of termination of this License Agreement, that if the Licensee fails to restore the licensed property to the condition as it existed prior to the granting of this License upon the request of the City, and it is necessary for the City to restore such parcel, that the City shall have a similar lien for its costs and expenses, including administration and overhead, for the restoration of or removal of any landscaping or improvements placed upon the licensed property by the Licensee.
30. **"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.
31. **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 by the City, by delivering a copy of any modifications or superseding agreement to the Licensee, at the Licensee's address provided herein.

Pursuant to Resolution of the City Commission of the City of Treasure Island, Florida, this License Agreement is hereby granted and made effective this _____ day of _____, 2005.

CITY OF TREASURE ISLAND, FLORIDA

By: _____
Ralph Stone, City Manager

Witnessed: _____

Approved as to form and content:

By: _____
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”

By _____
Gail Byrne, Managing Partner of the Surf
Beach Resort of Treasure Island, LLC

And,

“Licensee”

By _____
President of the Surf Beach Resort
Condominium Association, Inc.

EXHIBIT "A"

Legal Description:

Lot 2, Block 15, According to the Plat of the City of Treasure island Blocks 2-4-9-10-11-12-13-14-15- and the Remainder of Blocks 1 and 8 as recorded in Plat Book 31, Page 19 – 22, of the Public Records of Pinellas County, Florida.

EXHIBIT "B"

Description of City-Owned Beach Property Located Westward of the Surf Beach Resort at 11040 Gulf Boulevard

From a point of beginning at the NW property marker of that parcel identified in Exhibit A of this license agreement and generally described as the Surf Beach Resort located at 11040 Gulf Boulevard, proceed westward within the public beach area approximately 68 feet to the concrete walk; thence proceed southward along the eastern edge of the concrete walk approximately 190 feet; thence proceed eastward approximately 73 feet to the SW property marker of that parcel identified in this description as Exhibit A; thence proceed northward approximately 193 feet along the western edge of that parcel of land identified in this description as Exhibit "A" to the point of beginning.



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item # III-10
Meeting Date: 8/02/05

SUBJECT: Appointment to the PSTA Board of Director

RECOMMENDATION: Nominate a representative from the Gulf Beaches Communities to the PSTA Board of Directors.

SUMMARY:

The terms for the current Board of Directors of the PSTA shall expire on October 1, 2005, and a new Board will be appointed. R. B. Johnson, Commissioners from Indian Rocks Beach, has served on the Board of Directors and desires to be reappointed.

A resolution has been prepared nominating Commissioner Johnson to continue to serve as the Gulf Beaches Communities representative to the PSTA Board of Directors.

Reviewed by:

____ Legal
____ Finance
____ Personnel
____ Public Works
____ Community Imp
____ Recreation
____ Police
____ Fire

Originating Dept:

Commission

User Dept:

Attachments:

None
Resolution

Costs:

Total:

Current Fiscal Year:

Funding Source:

Capital Improvement
 Operating
 Other

Submitted by:
Commission

Appropriation Code:

RESOLUTION NO. 05 –

**A RESOLUTION NOMINATING R. B. JOHNSON,
COMMISSIONER FROM INDIAN ROCKS BEACH TO
REPRESENT THE GULF BEACHES COMMUNITIES ON
THE PSTA BOARD OF DIRECTORS.**

WHEREAS, SB 3064 passed during the 1994 legislative session requires that the terms of the current Board of Directors of the PSTA shall expire on October 1, 2005, and that a new Board be appointed: and

WHEREAS, said legislation further spells out that one appointment shall be made by the combined governing bodies of the Gulf Beaches communities; and

WHEREAS, the City of Treasure Island desires to nominate Commissioner R. B. Johnson from the Town of Indian Rocks Beach to represent the Gulf Beaches communities on said Board.

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

That the City Commission does hereby nominate Commissioner R. B. Johnson of the Commission of the Town of Indian Rocks Beach to serve as the Gulf Beaches communities representative on the Board of Directors of the PSTA.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the day of August, 2005, by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT:

Mary Maloof, Mayor

ATTEST:

Jennifer Nye, Deputy City Clerk



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: 111-11
Meeting Date: 8/02/05

SUBJECT: Bascule Bridge Construction Update

RECOMMENDATION: N/A

SUMMARY: Look Ahead Schedule, Bascule Bridge Construction, August, 2005:

Construction of the Bascule Bridge continues apace, with major bascule pier components scheduled for forming, pouring and stripping during the month of August. It is this month that residents and passersby will begin to glimpse the finished height of the new bascule bridge. A total of six bridge closures are anticipated for this month, with two of them being the full day closures and four being partial closures.

Thursday, August 4th, will be a full day closure with the anticipated pouring of the counter-weight pit level walls on pier 8. Ancillary pours on piers 7 & 6 will also be accomplished at this time. Thursday, August 25th, will also be a full day closure with the anticipated pouring of the Machinery level walls at pier 7. An ancillary pour on the upper wall of pier 10 will also be accomplished that day.

CONTINUED ON PAGE 2

Reviewed by: <input type="checkbox"/> Legal <input type="checkbox"/> Finance <input type="checkbox"/> Personnel <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Community Imp <input type="checkbox"/> Recreation <input type="checkbox"/> Police <input type="checkbox"/> Fire	Originating Dept: Public Works User Dept: Public Works Attachments: <input type="checkbox"/> None	Costs: Total: Current Fiscal Year: Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other Appropriation Code:
Submitted by: Don Hambidge- Public Works Director		

Partial day closures—of the 9:00 am to 2:00 pm variety—are anticipated to be accomplished on Tuesday the 9th when the pier 6 upper wall and the pier 9 cap will be poured.; Tuesday, the 16th when the lower wall on pier 9 will be poured; Thursday, the 18th when the pier 9 upper wall, the pier 10 cap and the pier 8 Machinery level slab will be poured; and, Tuesday, the 23rd when the lower wall at pier 10 will be poured.

I anticipate that the next inspection of the south half of the bridge by Jim Phillips will be accomplished either Friday, the 5th, or the following week.