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

A. **PLEDGE OF ALLEGIANCE**

B. **ROLL CALL**

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

C. **APPROVAL OF REGULAR AND WORKSHOP AGENDAS**

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

   1. Oath of Office - Commissioner Toth & Commissioner Partridge  
   2. Lieutenant Joe White

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

F. **APPROVAL OF MINUTES**

   1. Approval of March 5, 2019 Board of Commissioners Regular Meeting Minutes  
   2. Approval of March 5, 2019 Board of Commissioners Regular Workshop Minutes

G. **CONSENT AGENDA**

   1. Renew Taylor Beach Services Non-Exclusive Agreement  
   2. Amend Surf Rental's LLC Non-Exclusive License Agreement  
   3. Amend Hubbard's Marina Non-Exclusive License Agreement  
   4. Amend Sand Runner's LLC Non-Exclusive License Agreement  
   5. Authorize the City Manager for the Execution of Purchase Authority up to $47,976 to SAK Enterprises, Inc. for the Manufacturing of a Water Tight Access Hatch for Lift Station #7.

H. **ITEMS OF BUSINESS**
1. Nominate Vice-Mayor

2. Ordinance 2019-05 - 2nd Reading & Final Public Hearing of a Budget Amendment for the Restructuring of Treasure Bay

3. Treasure Island Dog Park at Isle of Capri

I. ADJOURNMENT

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

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

A. PLEDGE OF ALLEGIANCE

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

B. ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Larry Lunn</td>
<td>Mayor</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Deborah Toth</td>
<td>Commissioner, District 1</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Tyler Payne</td>
<td>Commissioner, District 2</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Saleene Partridge</td>
<td>Commissioner, District 3</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Heidi Horak</td>
<td>Commissioner, District 4</td>
<td>Present</td>
<td></td>
</tr>
</tbody>
</table>

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Commission consensus was to move forward with tonight's agendas as presented.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

None

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Carol Coward, President of the Treasure Island Historical Society, announced a fundraising event to be held at The Club on March 28, 2019 from 6-8 p.m. The speaker will be Bill DeYoung. Mr. DeYoung is the author of *Skyway: The True Story of Tampa Bay’s Signature Bridge and the man Who Brought It Down*. For the 1st time, the Historical Society will award the John Burke Award to an outstanding Treasure Island citizen. John was a long time resident of Treasure Island. He grew up here, went away to work and then returned when he retired. He loved this community and was very active in Treasure Island. Tickets are on sale. They are $50.00 each. Please join us for the evening.

Mrs. Coward announced that the Historical Society's display at the Chamber of Commerce has been taken down.

Nancy Watters spoke regarding Florida Senate Bill #218, to ban smoking on our beaches. Ms. Watters stated that it is time that Pinellas County and other parts of Florida ban smoking to reduce butt litter on the beach. Smoking is not the problem and the ban may seem extreme, but the butts do not go away. If we could stop smoking on the beach we could solve the problem. Butts lefts on the beach stay there for years. The inside of a filter is not cotton it is toxic and lethal and harmful to marine life. Please contact Senator Brandes and Representative Webb and communicate your support for this bill.

F. APPROVAL OF MINUTES

1. Approval of February 19, 2019 Board of Commissioners Regular Meeting Minutes
RESULT: ACCEPTED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

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

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

G. CONSENT AGENDA
Mayor Lunn read through the items on the Consent Agenda.

1. Authorize the City Manager for the Execution of Purchase Authority to American Chemical & Building Maintenance Supply, Inc in the total amount of $23,000.00 for Fiscal Year 2019.

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

2. Authorize the City Manager for the Execution of Purchase Authority to Jones Edmunds and Associates, INC. for Geographic Information Systems and Technology Services in the total amount of $30,000 for FY2019

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

3. Approve Flood Insurance Annual Renewal

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

4. Approve Amendment to City Manager Contract

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

5. Approve Amendment to City Clerk Contract
H. ITEMS OF BUSINESS

1. Ordinance 2019-05 Budget Amendment for Treasure Bay Restructuring

City Attorney Jennifer Cowan provided the 1st reading of ORD2019-05.

Commissioner Toth stated she will abstain from voting on this item. She informed the Commission that she has a family member that could potentially gain from approval of this Ordinance. Commissioner Toth submitted FORM 8B to the City Clerk to be incorporated into these minutes.

Commissioner Payne moved to move ORD 2019-05 forward to a 2nd reading on March 19, 2019. Commissioner Horak seconded the motion. A Roll Call vote unanimous in favor of the motion. Commissioner Toth abstained. The motion carries.

RESULT: MOVED TO FUTURE MEETING Next: 3/19/2019 6:00 PM

2. Authorize the City Manager for the Execution of Purchasing Authority to Beard Equipment Company in the total amount of $30,000 for FY19

Recreation Director Cathy Hayduke responded to previous questions asked about the mower by the Commission. She stated that the mower could be used for several different purposes. The mower could also be sold if the golf course is repurposed at some point in the future.

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

3. Consider an appointment to the Code Enforcement Board

Sunset Beach resident, Marcus Wilson applied to serve on the Code Enforcement Board at the 2nd alternate. Commissioner Horak affirmed that Mr. Wilson is qualified to serve on this board. Marcus is an Operations Manager for a hotel in St. Pete Beach.

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

I. ADJOURNMENT

The meeting adjourned at 6:26 p.m.
The meeting was called to order at 6:26 PM by Mayor Larry Lunn

I. CITY MANAGER AND CITY ATTORNEY REPORT

The City Attorney had no report.

The City Manager informed the Commission of the recent website conversion.

He requested the Commissioners arrive a half hour early to the next meeting for Commission photos.

The Manager affirmed the dates for the Master Park Plan public sessions. April 3, 2019 at the Community Center at 6:30 p.m. April 6, 2019 at Roselli Park at 1:00 p.m. May 6, 2019 at the Sunset Beach Pavilion at 6:30 p.m.

II. DISCUSSION

1. Discussion - Isle of Capri Dog Park

Assistant Recreation Director Justin Tramble reviewed the information presented in his Staff Memo with the Commission. He informed the Commission that $12,200 has been donated by residents and local businesses for the creation of a dog park at Rosselli Park. The dog park will take up less than a 1/4 of an acre of land and will be located 90 feet away from the closest residence. The park will be open from dawn to dusk. Mr. Tramble told how he has met with a lot of cool people to discuss the dog park; some oppose it and others support it. The Recreation Department alongside Public Works will monitor and maintain the dog park. The City has several Ordinances that will need to be modified for the dog park to be built. There are currently no funds in the City Budget for the dog park.

Justin presented three options for the Commission to consider. 1. Move the dog park forward to the next regular meeting for a vote. 2. Include the dog park in the Master Park Plan. 3. Table the dog park indefinitely. Conversation took place amongst the Commissioners regarding these options. Responding to Commissioner Partridge, Mr. Tramble affirmed that the majority of the concerns related to the dog park have been mitigated and as with all of our facilities concerns will continue to be addressed. Commissioner Horak noted that it may be shortsighted to table the plans for the dog park because they could come up as an outcome to the Master Park Plan. Ground cover, stormwater runoff, buffer zones and shade were also part of the discussion.

Mayor Lunn opened the floor to hear any public comments, for or against the proposed dog park. 26 residents were present, waiting to speak. 13 people spoke in opposition to the park: Virginia Wyman, Donna Anderson, Mary Ellen Webber, Delores Knutson, Bradley Sun, Georgia Hallman, Diane Zavisin, Robert Zavisin, Marlay Barbee, Ronald, Hapanowicz, Lana Hoffman, Debbie McKiel and Glen McKiel. They shared why they oppose the dog park with the Commission: the smell, the noise, safety, the environment, stormwater runoff, dog owners who don’t pick up after their dogs, the location, the size, and poor planning. 13 residents spoke in favor of the park: Jessica Baker, Anthony Schweiger, Lynn Burns, Don Burns, Jim Tizzano, Ann Marie Varga, Marie Stuelke, Ken Lagel, Larry Rujah, Mike Braddy, Carol Braddy, Dominique Reiter and Arthur Czyszczon. The reasons these folks support the dog park include: the ability for dogs to run and play, the location, socialization for the dogs and the humans, most dog owners are responsible people, no more dogs running on the baseball field and tennis courts, a functional and cost effective city facility that utilizes existing infrastructure, the value it will add to the surrounding
Mayor Lunn and Commissioner Payne affirmed that they have donated funds to the dog park. The Commission agreed to eliminate option #3. The Commissioners discussed the pros and cons of the dog park and considered the work that has already been done alongside the funds that have been raised.

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

A five minute recess took place before moving on to the next agenda item.

RESULT: MOVED TO FUTURE MEETING Next: 3/19/2019 6:00 PM

2. Consider Amending Surf Rental's LLC Non-Exclusive License Agreement
Recreation Director Cathy Hayduke spoke to the Commission about the renewal of the Non-Exclusive License Agreements for Surf Rentals, Taylor Beach Service and Hubbard's Marina. Ms. Hayduke reviewed the details previously presented in her staff memo. Included in the agreement is the ability to drive one vehicle on the beach during specific times for equipment maintenance only. Vehicles are not to be parked on the beach outside of the times of 5:00 PM to 7:00 PM from May to October and 4:00 PM to 6:00 PM November through April. Cathy pointed out that the only change to these agreements is the restriction for driving on the beach.

Resident and local business owner Arthur Czyszczon urged the Commission to approve the license agreements for the beach vendors, telling how they provide fantastic beach services in Treasure Island.

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

RESULT: MOVED TO FUTURE MEETING Next: 3/19/2019 6:00 PM

3. Consider Amending Sand Runner's LLC Non-Exclusive License Agreement
Recreation Director Cathy Hayduke explained that Sand Runner's LLC has requested to add some services to what they currently offer. They would like to have a podium inside their tent to provide better customer service in addition to providing customers with the ability to rent phone chargers and phone covers.

Arthur Czyszczon voiced his support for the renewal of this License Agreement with the proposed changes.

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

RESULT: MOVED TO FUTURE MEETING Next: 3/19/2019 6:00 PM

4. Consider Renewing Taylor Beach Services Non-Exclusive Agreement

RESULT: MOVED TO FUTURE MEETING Next: 3/19/2019 6:00 PM

5. Consider Amending Hubbard's Marina Non-Exclusive License Agreement
6. Consider Authorizing the City Manager for the Execution of Purchase Authority up to $47,976 to SAK Enterprises, Inc. for the Manufacturing of a Water Tight Access Hatch for Lift Station #7.

Assistant Public Works Director Stacy Boyles spoke with the Commission about the need for water tight access hatches for the Lift Stations. The first Lift Station to be retrofitted is Lift Station #7 located on 115th Avenue. The Commission presented several questions to Ms. Boyles. She requested time to affirm her answers regarding the water tight access hatches.

Commission consensus was to move this item forward to the Consent Agenda of the next regularly scheduled Commission Meeting, on the condition that all outstanding questions would be answered before the meeting.

RESULT: MOVED TO FUTURE MEETING

Next: 3/19/2019 6:00 PM

7. 1st Quarter Financial Update

Finance Director/Assistant City Manager Amy Davis presented the Commission with an update of the 1st Quarter Financials for FY2019.

RESULT: NO ACTION NECESSARY

III. OLD BUSINESS

None

IV. CITY COMMISSION REPORTS

Commissioner Toth informed everyone that the Library Vending Machine is up and running. She encouraged folks to please use it. She announced the Isle of Capri Civic Association will be hosting its annual St. Patrick's Day party on March 9th.

Commissioner Horak asked if stormwater drains and plans could be reviewed by the Commission in the future. She invited everyone to attend the Sunset Beach Yard Sale on March 9th. Ms. Horak spoke briefly about the conference she recently attended at the University of Florida regarding the future of our oceans.

Commissioner Partridge stated that the Paradise Island Yard Sale will be held on March 30th. She encouraged everyone to participate in the Master Park Planning meetings that are coming up.

V. PUBLIC COMMENT

Arthur Czyszczon informed the Commission that Clearwater Beach and St. Pete Beach have received awards for being in the Top 25 Beaches in the U.S. according to Trip Advisor. Mr. Czyszczon stated that the beach is our greatest asset and should be utmost in the minds of our elected officials and city employees. He urged the Commission to start the discussion on what can be done about the weeds all over the beach. Past decisions to not rake the beach have made a lasting negative and financial impact on our City. Where would Treasure Island be without our beach?

VI. ADJOURN

The workshop adjourned at 9:19 p.m.
DATE: February 22, 2019

TO: Garry Brumback, City Manager

FROM: Cathy Hayduke, Recreation Director

SUBJECT: Renew Taylor Beach Services Non-Exclusive Agreement

BACKGROUND
Taylor Beach Service’s has provided beach concessions on the public beach of Treasure Island from 104th Avenue to 119th Avenue for the past 50+ years. Taylor Beach Services provides the rental of cabanas, umbrellas, lounges, chairs, kayaks and paddleboards.

POLICY / PURPOSE
Commission approval is required to authorize the City Manager to enter into a Non-Exclusive License Agreement with Greg Taylor of Taylor Beach Services.

STRATEGIC PLAN RELEVANCE
GOAL 8: Rejuvenate the City’s business and tourist areas

ANALYSIS / DISCUSSION
Staff is renewing Taylor Beach Services Non-Exclusive License Agreement to provide beach concessions on the public beach from 104th Avenue to 119th Avenue. The following are the recommended changes to the renewal of the Taylor Beach Service’s Non-Exclusive License Agreement

PERMITTED USE AREA: Beach Concessions are to be provided along the Central Beach Area from 104th Avenue to 119th Avenue as allowed by the law. Surf Rentals, LLC provides the beach concessions from 120th Avenue to 121st Avenue.

TERM: The term of the License is for an initial period of three (3) years with an option to renew for two additional one (1) year periods. Upon a renegotiated fee and at terms and conditions to be mutually agreed upon by both parties’ subject to the City’s right to terminate. Should the
Licensee desire to renew the term of this License, it must provide written notice to the City at least 60 days prior to the expiration of the current term.

FEES and PAYMENTS: The Concessionaire will pay to the City for the first year of the contract $22,000 to be adjusted by the City not to exceed 3% per year. The Licensee will be required to submit with his monthly payment a financial report relative to the beach concession service.

The current Taylor Beach Service’s Non-Exclusive License Agreement allows that in the event of a severe thunderstorm warning or tornado warning is issued by the National Weather Service for the Treasure Island area, the Licensee is permitted to drive one (1) pickup truck on the beach in the licensed area to secure/remove/return rental equipment owned and rented by Taylor Beach Service (Resolution 15-57). Greg Taylor is requesting that this sentence be changed to eliminate the wording “by the National Weather Service”.

Additionally, Mr. Taylor is requesting that the beach concessionaires be permitted to drive a vehicle on the beach to service their equipment during specific times of the day, as needed. The City Manager recommended that the beach concessionaires be permitted to have only one (1) vehicle on the beach to be utilized for maintenance of equipment during specified days and times, and as needed. It was proposed that the beach concessionaires be able to drive one (1) vehicle on the beach from 5:00 PM to 7:00 PM daily during the months of May through October and from 4:00 PM to 6:00 PM daily during the months of November through April, and only as needed for maintenance and service of equipment. The vehicles are not to be parked on the beach outside the authorized times or for reasons other than the maintenance and service of equipment as related to the beach concessionaires’ operations.

The beach concessionaires must comply with Section 161.58 of the Florida Statutes and the injunction entered in Tahitian Treasure Island, LLC, et al. vs. City of Treasure Island, Pinellas County Case No. 13-011287-CI, entitled the Modified Final Summary Judgment - Declaratory Relief and Permanent Injunction.

FUNDING - REVENUE

Taylor Beach Services currently pays an annual fee of $20,263 to the City for his beach concessions. Effective with this renewal, staff is recommending that the annual license fee be $22,000 to be adjusted by the City not to exceed more than one increase per year with a 3% maximum per year. The City did not initiate the maximum 3% increase (inflator) during the FY 2018 due to the negative effects of the red tide on the beach concessionaires.

RECOMMENDATIONS

Staff recommends the Taylor Beach Service’s Non-Exclusive License Agreement to provide beach concessions from 104th Avenue to 119th Avenue and as outlined in the License Agreement for an initial 3-year period beginning in March 19, 2019, with two additional one (1) year periods, and allow limited vendors of the City to drive on the beach for the sole purpose of servicing and maintaining equipment related to their operations and during specific days and times, in accordance with Section 161.58 of the Florida Statutes.
MOTION

I move to approve and authorize the City Manager to enter into the Non-Exclusive License Agreement between the City of Treasure Island, FL and Taylor’s Beach Services and supersede Resolution No. 14-117.
Non-Exclusive License Agreement  
between  
City of Treasure Island, FL and Taylor’s Beach Services

This Non-Exclusive License Agreement (hereinafter the “License”) by and between the City of Treasure Island, Florida, a municipal corporation (hereinafter the “City”), and Taylor’s Beach Services (hereinafter the “Licensee”), (hereinafter collectively referred to as the “Parties”), is made and entered into on the _____ day of _________________ 2019.

WITNESSETH

WHEREAS, Licensee is granted permission to operate beach concession services on the publicly owned and controlled beaches within the City of Treasure Island; and

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

WHEREAS, the City determined that there will be a public benefit by granting this License to Licensee for the limited purpose of providing rentals of cabanas, umbrellas, chaise lounges, straight chairs and kayaks to the residents, tourist and visitors to the City of Treasure Island; and

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

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

NOW THEREFORE, in consideration of the Licensee’s agreement to be bound by all of the terms and conditions for the granting of this License, the City grants unto the Licensee a License to operate beach concession services onto a specified Public Beach area, subject to the limitations as set forth in this License:

1. **Recitals Acknowledged.** The foregoing recitals are true and correct and are incorporated in this License by reference.

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

3. **Endorsement Obligations.** The Licensee agrees to be bound by and to comply with the provisions of all endorsements enumerated in and attached to this License, as may be from time to time included, amended or modified by the City.
4. **Purpose, Scope, Uses, Equipment, Hours.** The principal purpose of the City granting the privileges under this License is to permit the Licensee to operate beach concession services onto a specified Public Beach area, and is strictly limited to the following conditions of instruction:

   a. **Permitted Use Area:** The Licensee is permitted to provide beach concession services along the Central Beach Area from 104th Avenue to 121st Avenue as allowed by law (hereinafter the “Permitted Use Area”). Licensee is prohibited from setting up, renting and/or delivering equipment outside of permitted use area. Sufficient space must be maintained on the beach so that the public safety, cleanup and repair vehicles can pass safely through the permitted use area.

   b. **Permitted Uses:** The Licensee is permitted to provide and rent cabanas, umbrellas, chaise lounges, straight chairs and kayaks. The kayaks are not to be rented during inclement weather. The Licensee is required to prepare and keep current a rescue/recovery plan in case a kayak is in need of assistance. The rescue/recovery plan must be submitted to the Recreation Director prior to signing this License. The Licensee must comply with all boating laws including but not limited to law pertaining to personal flotation devices or life jackets and hours of operations. No kayaks will be rented from dusk to twilight.

      Licensee’s equipment must be kept 150 feet from the approximate high tide line, and approximately 8 yards apart. No equipment may be setup within 20 feet from any dune system.

   c. **Rental Equipment:** The Licensee’s rental equipment must be kept in a safe and acceptable manner. The Licensee will provide, store, and maintain or house beach concession apparatus and equipment, and will provide any necessary or required beach cleaning.

      Licensee recognizes that the City may grant licenses to other vendors for the Permitted Use Area and that Licensee will not interfere with any other licensee of the City.

      The City will make periodic inspections of the equipment and if necessary inform the Licensee of any unsafe and unacceptable equipment. However, this does not release the Licensee from his/her duty to inspect the equipment daily for any defects or hazards. Maintenance of equipment by an outside vendor must not be performed on public property.

      Turtle Season is May 1st through October 31st. The Licensee will not set up equipment next to or within 10 feet of a roped off turtle nest. No equipment will be set up until the beach has been inspected for turtle nests each morning.
d. **Public Use of Premises.** The beach concession services will be open and available for use by the public.

e. **Litter and Debris.** The Licensee will not litter and will, at all times, keep the Permitted Use Area free and clean of trash and debris.

f. **Severe Thunderstorm, Tornado, Tropical Storm or Hurricane Warning:** In the event a severe thunderstorm warning or tornado warning is issued by the National Weather Service for the Treasure Island area, Licensee is permitted to drive one (1) pickup truck within the Permitted Use Area to secure, remove and return Licensee’s rental equipment. In the event a tropical storm or hurricane warning is declared for the City of Treasure Island, the Licensee will cease operations until any threat has passed and will remove all equipment from the Public Beach and property owned by the City of Treasure Island and store same in an enclosed building if within the City, or elsewhere outside of the City. In the interest of public safety, the Licensee will be permitted to use one (1) pickup truck to remove all Licensee’s equipment completely off the public beach in the event of a tropical storm or hurricane warning being declared for Treasure Island. Licensee may only drive in the Permitted Use Area during the time the warning is in effect and for one hour after the warning or watch for the Treasure Island area has ended, in order to secure and return its equipment.

g. **Hours of Operation:** The Licensee will operate during the hours of 8:00 a.m. to sunset, seven (7) days per week. The Licensee may adjust his hours of operation with approval from the City Manager, or his designee.

h. **Vehicles:** Licensee is permitted to use one (1) pickup truck in the Permitted Use Area in the event of a severe thunderstorm, tornado, tropical storm or hurricane warning as more specifically described in subsection f above.

Licensee is permitted to use one (1) vehicle in the Permitted Use Area for the maintenance of equipment, on an as needed basis during the following times:

- May through October, 5 PM to 7 PM daily, as needed
- November through April, 4 PM to 6 PM daily, as needed

However, nothing in this License authorizes Licensee to violate state law. Specifically, “Vehicular traffic” across the public beach is strictly prohibited pursuant to Florida Statutes 161.58, as cited in the Modified Final Summary Judgment – Declaratory Relief and Permanent Injunction entered in Tahitian Treasure Island, LLC, et al. vs. City of Treasure Island, Pinellas County Case No. 13-011287-C1 (hereinafter the “Injunction”). Licensee is prohibited from taking any action in violation of the Injunction or Section 161.58, Florida Statutes.
5. **Fees, Payments and Term.** The Licensee will pay to the City a first year payment of twenty two thousand ($22,000) plus any applicable sales tax, to be reviewed and renegotiated each year or as requested by either party. The fee will be adjusted for each additional feature or locations offered to the public based on mutually agreeable terms negotiated between the City and Licensee. If agreement cannot be reached on the additional fee, the matter will be brought before the Commission for resolution. The annual payment is to be paid in twelve equal payments due on the 1st business day of each month. Additionally, the Licensee will be required to submit with the monthly payment a financial report relative to the beach concession service. The license fee may be adjusted by the City from time to time not to exceed more than one increase per year with a 3% maximum per year.

The term of the License is for a period of three (3) years, beginning on the effective date of this License, with an option to renew for two additional one (1) year periods, upon a renegotiated fee and at terms and conditions to be mutually agreed upon by both parties subject to the City’s right to terminate. Should the Licensee desire to renew the term of this License, it must provide written notice, in accordance with paragraph 15 of this License, to the City at least 60 days prior to the expiration of the one-year term.

The Licensee will be required to obtain and keep current a Business License with the City.

The Licensee will charge a rental fee based upon local competitive rates. This rental fee will be set at the sole discretion of the Licensee. The Licensee will be required to notify the City of any changes in rental fees.

6. **Financial Statement.** The Licensee will provide an annual financial report relative to beach concession services each May 31st to the City of Treasure Island.

7. **No Waiver of Applicable Regulations.** Nothing in this License will be construed to exempt the Licensee from full compliance with all applicable federal, state and local laws and regulations. Prior to using the Permitted Use Area and throughout the term of this License, the Licensee further agrees to obtain all necessary permits and to otherwise fully comply with all requirements of the City, Pinellas County and the State of Florida pertaining to any licenses and permits as may be required by law for the operation of its business, including the subject beach concessions services. The Licensee will use the designated Public Beach area only for the purposes stated and no unlawful uses will occur whatsoever. Licensee will not deliver any product, the use of which on the beach would be prohibited, or an infringement on another Licensee on the City of Treasure Island.

8. **Limitations of Interest.** The Licensee further agrees that the Licensee will not obtain any prescriptive rights, easements, or other legal or equitable interest in the Public Beach or Permitted Use Area by reason of the execution of this License, or by compliance with the terms thereof by Licensee. Ownership of the Public Beach and Permitted Use Area, as defined in this License, at all times remains in the public domain, held in trust by the City, and the Licensee will not do anything inconsistent with such ownership.
9. **Encumbrances.** The granting of this License does not vest in the Licensee any interest in the Public Beach or Permitted Use Area, as defined in this License. The Licensee will not mortgage, encumber or lien the Public Beach or Permitted Use Area, and the Licensee will not cause or create any interests in real estate or any encumbrances upon any such real property.

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

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

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

   a. **Comprehensive General Liability Insurance:** Licensee further agrees to execute and deliver to the City at the time of acceptance and execution of this License a comprehensive liability insurance policy, including public liability and property damage, acceptable to and approved by the City, covering the
Permitted Use Area and the operations to be conducted on the Permitted Use Area including but not limited to, premises operations, products/completed operations, products liability, contractual liability, independent contractors, personal injury and advertising injury and $1,000,000 per occurrence and $2,000,000 general aggregate and $2,000,000 products/completed operation aggregate.

b. **Comprehensive Automobile Liability**: Licensee will provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.

c. **Umbrella Liability**: Licensee and any of its sub-contractors will provide any umbrella policy in excess to the coverages provided for in the above paragraphs of not less than $1,000,000.00.

d. **Workman’s Compensation Insurance**: Licensee will maintain adequate workman’s compensation insurance in the amounts as required by law for employees. The limits will be statutory for Worker’s Compensation and $1,000,000.00 for Employer’s Liability.

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

12. **Termination.** This License is subject to, and the Licensee acknowledges that this License is revocable at will by the City, that it is subject to being withdrawn and terminated by the City at any time, for any reason. The City, in its sole discretion, will have the authority to determine whether to terminate this License, and the Licensee agrees that the City’s discretion in any termination of this License will not be subject to judicial review or challenge, but will be final.

13. **Non-Reliance.** Licensee understands and agrees that it has not and will not rely upon any grant or promise of grant of this License in any manner whatsoever, including but not limited to, the expenditure or investment of funds.

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

15. **Notices.** Any notice or communication which the City may desire to give the Licensee is agreed to as sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: **Greg Taylor, Taylor’s Beach Service**, and/or any agent or employee at **11905 3rd Street East, Treasure Island, FL 33706**, and/or delivered to the Licensee’s Registered Agent. The time of rendition of such
notice or communication is the time when the notice is mailed, or personally delivered. Any notice
or communication which Licensee may desire to give the City is agreed to as rendered or given if
the notice is in writing and sent by certified mail, return receipt requested, addressed to: City
Manager, City of Treasure Island, 120 108th Avenue, Treasure Island, FL 33706, and the time
of rendition of such notice or communication is the time when the notice is mailed. Either party
may provide a change of address notice, and the change of address notice is effective upon receipt.

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

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

b. **Supervision and Personnel.** The Licensee will assure that competent and
experience personnel and instructors are hired or contracted by Taylor’s Beach
Service at all times in order to assure that there is full compliance with all terms
and limitations of this License. Licensee will assure that personnel or
instructors employed for services are professional in their dealings with the
public. Licensee will provide personnel with the necessary and appropriate
technical, safety and operational training to carry out operations in a safe
manner. The Licensee will perform appropriate background screening with the
Florida Department of Law Enforcement and the Federal Bureau of
Investigations at the expense to Taylor’s Beach Service, and provide the City
with a copy of the screening.

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

d. **Noise.** The Licensee will at all times assure that not only is there full
compliance with any applicable City, County or State noise ordinances and
regulations, and that no noise is generated in connection with the operation of
beach concession services that is objectionable or offensive to the City, even if
such noise is not a violation of the City’s noise ordinance. Outdoor
amplification of noise or music, including pager systems, and voice paging,
conducted during hours of operation is prohibited unless written permission is
given by the City Manager, and that permission can be withdrawn at any time
by written notice of the City Manager.

e. **Signage.** The Licensee is prohibited from erecting, constructing or maintaining
any signage on the Public Beach or Permitted Use Area, unless consent to such
signage has first been given, in writing, by the City, through its City Manager.
The Licensee is permitted one 3’x4’ sandwich board to advertise the rental rates
and contact information only. No advertisements of businesses other than the Licensee will be permitted on the sandwich board.

f. **Lighting.** The Licensee is prohibited from constructing, erecting, maintaining, or allowing any lighting on the Public Beach or Permitted Use Area.

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

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

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

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

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

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

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

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

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

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

City Clerk, City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706
Tel: (727) 547-4575
Fax: (727) 547-4582
rnickerson@mytreasureisland.org

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

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

CITY OF TREASURE ISLAND, FLORIDA

By: ________________________________
    Garry Brumback, City Manager

Attest:

Ruth Nickerson, City Clerk

Approved as to form:

By: ________________________________
    Jennifer Cowan, City Attorney
ACKNOWLEDGEMENT OF CONDITIONS

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

TAYLOR’S BEACH SERVICE, LLC

By: __________________________
    Greg Taylor, as ________________

WITNESSED:

Printed Name: __________________________

Printed Name: __________________________
DATE: February 22, 2019

TO: Garry Brumback, City Manager

FROM: Cathy Hayduke, Recreation Director

SUBJECT: Amend Surf Rental's LLC Non-Exclusive License Agreement

BACKGROUND

Prior to the Beach Lawsuit, the beach cabana concessionaires were permitted to drive on the beach regularly to service their equipment. During the lawsuit and as outlined in Resolution 14-118, the beach concessionaire's non-exclusive license agreements were amended to restrict driving on the beach.

Frank Taylor and Joseph Taylor of Surf Rentals, LLC are currently permitted to bring one (1) vehicle with a trailer on the beach as stated “in the interest of public safety, the licensee shall be permitted to use one (1) pickup truck to remove all licensees’ equipment completely off the public beach in the event of a tropical storm or hurricane warning being declared for Treasure Island”.

The current license agreement with Surf Rentals, LLC is for a 3-year period with two additional one (1) year periods, effective with Amendment approved May 15, 2018.

POLICY / PURPOSE

The Commission has authorized the City Manager to enter into Non-Exclusive License Agreements with various beach concessionaires. Any amendments to these Agreements must be approved by the Commission.

STRATEGIC PLAN RELEVANCE

GOAL 8: Rejuvenate the City’s business and tourist areas

ANALYSIS / DISCUSSION

Greg Taylor of Taylor Beach Services requested that the beach concessionaires be permitted to drive a vehicle on the beach to service their equipment during specific times of the day, as needed. The City Manager recommended that the beach concessionaires be permitted to have
only one (1) vehicle on the beach to be utilized for maintenance of equipment during specified
days and times, and as needed. It was proposed that the beach concessionaires be able to
drive one (1) vehicle on the beach from 5:00 PM to 7:00 PM daily during the months of May
through October and from 4:00 PM to 6:00 PM daily during the months of November through
April, and only as needed for maintenance and service of equipment. The vehicles are not to be
parked on the beach outside the authorized times or for reasons other than the maintenance
and service of equipment as related to the beach concessionaires’ operations.

The beach concessionaires must comply with Section 161.58 of the Florida Statutes and the
injunction entered in Tahitian Treasure Island, LLC, et al. vs. City of Treasure Island, Pinellas
County Case No. 13-011287-CI, entitled the Modified Final Summary Judgment - Declaratory
Relief and Permanent Injunction.

No other terms of the agreement are being proposed for changes.

**FUNDING - REVENUE**

Surf Rentals, LLC currently pays an annual fee of $6,000 to the City for his beach concessions.
Effective April 1, 2019, the annual license fee will be adjusted by three percent (3%) for an
annual payment of $6,180. The City did not initiate the maximum 3% increase (inflator) during
the FY 2018 due to the negative effects of the red tide on the beach concessionaires.

**RECOMMENDATIONS**

It is recommended that the City Commission approve the First Amendment allowing
limited vendors the ability to drive on the beach for the sole purpose of servicing and
maintaining equipment related to their operations and during specific days and times, in
accordance with Section 161.58 of the Florida Statutes.

**MOTION**

I move to approve and authorize the City Manager to enter into the First Amendment to
the Non-Exclusive License Agreement between the City of Treasure Island, FL and Surf
Rentals, LLC.
First Amendment to Non-Exclusive License Agreement
Between
City of Treasure Island, FL
And
Surf Rentals, LLC

This First Amendment to the Non-Exclusive License Agreement by and between the City of Treasure Island, Florida, a Florida municipal corporation (hereinafter the “City”) and Surf Rentals, LLC (hereinafter the “Licensee”) (hereinafter collectively referred to as the “Parties”) is made and entered into on this ____ day of ________________, 2019 (hereinafter the “First Amendment”).

WITNESSETH

WHEREAS, on or about _15 of May, 2018, the City entered into a Non-Exclusive License Agreement with Licensee (hereinafter the “Licensee”) to operate beach concession services on the publicly owned and controlled beaches within the City of Treasure Island; and

WHEREAS, the Parties desire to amend the License to allow for maintenance, removal, and cleanup of Licensee’s equipment; and

NOW, THEREFORE, based upon the foregoing provisions and for good and valuable consideration, the receipt of which is acknowledged, the Parties to this License agree to the following:

1. **RECITALS.** The recitals are true and correct and are incorporated herein.

2. **AMENDMENT.** Paragraph 4 (f) “Tropical Storm or Hurricane Warning” of the License is hereby amended to read as follows:

   f. **Severe Thunderstorm, Tornado, Tropical Storm or Hurricane Warning:** In the event a severe thunderstorm warning or tornado warning is issued by the National Weather Service for the Treasure Island area, Licensee is permitted to drive one (1) pickup truck within the Permitted Use Area to secure, remove and return Licensee’s rental
equipment. In the event a tropical storm or hurricane warning is declared for the City of Treasure Island, the Licensee will cease operations until any threat has passed and will remove all equipment, including paddleboats from the Public Beach and property owned by the City of Treasure Island and store same in an enclosed building if within the City, or elsewhere outside of the City. In the interest of public safety, the Licensee will be permitted to use one (1) pickup truck to remove all Licensee’s equipment completely off the public beach in the event of a tropical storm or hurricane warning being declared for Treasure Island. Licensee may only drive in the Permitted Use Area during the time the warning is in effect and for one hour after the warning or watch for the Treasure Island rea has ended, in order to secure and return its equipment.

3. **AMENDMENT.** Paragraph 4 (h) “**Vehicles**” of the License is hereby amended to read as follows:

   h. **Vehicles:**

   Licensee is permitted to use one (1) pickup truck in the Permitted Use Area in the event of a severe thunderstorm, tornado, tropical storm or hurricane warning as more specifically described in subsection (f) above.

   Licensee is permitted to use one (1) vehicle in the Permitted Use Area for the maintenance of equipment, on an as needed basis, during the following times:

   - May through October, 5 PM to 7 PM daily, as needed
   - November through April, 4 PM to 6 PM daily, as needed

   However, nothing in this License authorizes the Licensee to violate state law. Specifically, “Vehicular traffic” across the public beach is strictly prohibited pursuant to Florida Statutes 161.58 as cited in the Modified Final Summary Judgment – Declaratory Relief and Permanent Injunction entered in Tahitian Treasure Island, LLC, et al. vs. City of Treasure Island, Pinellas County Case No. 13-011287-CI (hereinafter the “Injunction”). Licensee is prohibited from taking any action in violation of the Injunction or Section 161.58, Florida Statutes.

   The remaining provisions of this License remain unchanged and in full force and effect.

4. **SAVINGS CLAUSE.** Except as provided in this First Amendment, nothing in this First Amendment shall be construed as altering the License. The License is in full force and effect
and has not been assigned, supplemented, amended or otherwise modified in any way and represents the entire agreement with respect to such matter between the Parties thereto.

5. **CONFLICT.** In the event of a conflict regarding the provisions set forth in paragraphs 2 and 3 of this First Amendment and License, the provisions set forth in this First Amendment shall prevail. In the event of a conflict between any other paragraphs within this First Amendment and License, then License shall prevail.

6. **AUTHORITY TO EXECUTE.** Each of the Parties covenant to the other party that it has lawful authority to enter into this First Amendment and that the governing or managing body of the Parties has approved this First Amendment and that the governing or managing body of each of the Parties has authorized execution of this First Amendment in the manner hereinafter set forth.

**IN WITNESS WHEREOF,** the Parties have executed this First Amendment by their duly authorized officers, and have affixed their official seals hereto, the day and year first above written.

CITY OF TREASURE ISLAND, FLORIDA

By:__________________________
Garry Brumback, City Manager

Ruth Nickerson, City Clerk

WITNESSED:

SURF RENTALS, LLC

Printed Name:__________________________
As to Surf Rentals, LLC

By:__________________________
Frank Taylor, as _____________

Printed Name:__________________________
As to Surf Rentals, LLC

By:__________________________
Joseph Taylor, as _____________
DATE: February 22, 2019

TO: Garry Brumback, City Manager

FROM: Cathy Hayduke, Recreation Director

SUBJECT: Amend Hubbard's Marina Non-Exclusive License Agreement

BACKGROUND

Prior to the Beach Lawsuit, the beach cabana concessionaires were permitted to drive on the beach regularly to service their equipment. During the lawsuit and as outlined in Resolution 14-118, the beach concessionaires non-exclusive license agreements were amended to restrict driving on the beach.

Mark Hubbard of Florida Fisherman, Inc. dba as Hubbard’s Marina is currently permitted to bring one (1) vehicle with a trailer on the beach as stated

- In the event of a tropical storm or hurricane warning issued for Pinellas County, the Licensee shall cease operations and remove all equipment from the beach or all other public lands until any threat has passed
- To relocate or move equipment from the safety zone area during the Fourth of July and Sanding Ovations fireworks displays

The current license agreement with Hubbard’s Marina is for a 3-year period with two additional one (1) year periods effective with approval of Amendment May 15, 2018.

POLICY / PURPOSE

The Commission has authorized the City Manager to enter into Non-Exclusive License Agreements with various beach concessionaires. Any amendments to these Agreements must be approved by the Commission.

STRATEGIC PLAN RELEVANCE

GOAL 8: Rejuvenate the City’s business and tourist areas
ANALYSIS / DISCUSSION
Greg Taylor of Taylor Beach Services requested that the beach concessionaires be permitted to drive a vehicle on the beach to service their equipment during specific times of the day, as needed. The City Manager recommended that the beach concessionaires be permitted to have only one (1) vehicle on the beach to be utilized for maintenance of equipment during specified days and times, and as needed. It was proposed that the beach concessionaires be able to drive one (1) vehicle on the beach from 5:00 PM to 7:00 PM daily during the months of May through October and from 4:00 PM to 6:00 PM daily during the months of November through April, and only as needed for maintenance and service of equipment. The vehicles are not to be parked on the beach outside the authorized times or for reasons other than the maintenance and service of equipment as related to the beach concessionaires’ operations.

The beach concessionaires must comply with Section 161.58 of the Florida Statutes and the injunction entered in Tahitian Treasure Island, LLC, et al. vs. City of Treasure Island, Pinellas County Case No. 13-011287-CI, entitled the Modified Final Summary Judgment - Declaratory Relief and Permanent Injunction.

No other terms of the agreement are being proposed for changes.

FUNDING - REVENUE
Hubbard’s Marina currently pays an annual fee of $9,000 to the City for his beach concessions. Effective April 1, 2019, the annual license fee will be adjusted by three percent (3%) for an annual payment of $9,270. The City did not initiate the maximum 3% increase (inflator) during the FY 2018 due to the negative effects of the red tide on the beach concessionaires.

RECOMMENDATIONS
It is recommended that the City Commission approve the Third Amendment allowing limited vendors of the City to drive on the beach for the sole purpose of servicing and maintaining equipment related to their operations and during specific days and times, in accordance with Section 161.58 of the Florida Statutes.

MOTION
I move to approve and authorize the City Manager to enter into the Third Amendment to the Non-Exclusive License Agreement between the City of Treasure Island, FL and Florida Fisherman, Inc. d/b/a Hubbard’s Marine, Mark Hubbard.
Third Amendment to the Non-Exclusive License Agreement between City of Treasure Island, FL and Florida Fisherman, Inc. d/b/a Hubbard’s Marine, Mark Hubbard

This Third Amendment to the Non-Exclusive License Agreement by and between the City of Treasure Island, Florida, a municipal corporation (hereinafter the “City”), and Florida Fisherman, Inc. d/b/a Hubbard’s Marine, Mark Hubbard (hereinafter the “Licensee”) (hereinafter collectively referred to as the “Parties”) is made and entered into on the _____ day of _________ ______, 2019 (hereinafter “Third Amendment”).

WITNESSETH

WHEREAS, on the 17th day of September, 2015, the Parties entered into an Amended Non-Exclusive License Agreement between the City and the Licensee for the permission to facilitate cabana, chair, umbrella, kayak and non-motorized bicycle rentals on the publicly owned and controlled beaches of the City (hereinafter the “Amended License”); and

WHEREAS, on the 15 day of May, 2018, the Parties entered into a Second Amendment to Non-Exclusive License Agreement between the City and the Licensee (hereinafter the “Second Amendment”) amending Paragraph 5 “Fees and Payments” to include term and renewal provisions and allow for adjustment of the license fee; and

WHEREAS, the Parties desire to amend the Amended License to allow for maintenance, removal and cleanup of Licensee’s equipment;

NOW, THEREFORE, based upon the foregoing provisions and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties to the Amended License hereby agree to the following:
1. **RECITALS.** The recitals are true and correct and are incorporated herein.

2. **AMENDMENT.** Paragraph 4(e) “TROPICAL STORM OR HURRICANE WARNING” of the Amended License is hereby amended to read as follows:

   “e) SEVERE THUNDERSTORM, TORNADO, TROPICAL STORM OR HURRICANE WARNING: In the event a severe thunderstorm or tornado warning is issued for the Treasure Island area, Licensee is permitted to drive one (1) pickup truck within the Permitted Use Area to secure, remove and return Licensee’s rental equipment. In the event a tropical storm or hurricane warning is declared for the City of Treasure Island, the Licensee shall cease operations until any threat has passed and will remove all equipment from the public beach and property owned by the City of Treasure Island. In the interest of public safety, the Licensee will be permitted to use one (1) pickup truck to remove all Licensee’s equipment completely off the public beach in the event of a tropical storm or hurricane warning being declared for Treasure Island. Licensee may only drive in the Permitted Use Area during the time the warning is in effect and for one hour after the warning or watch for the Treasure Island area has ended, in order to secure and return its equipment.

3. **AMENDMENT.** Paragraph 4(g) “VEHICLES” of the Amended License is hereby amended to read as follows:

   “g) VEHICLES:

   Licensee is permitted to use one (1) pickup truck in the Permitted Use Area in the event of a severe thunderstorm, tornado, tropical storm or hurricane warning as more specifically described in subsection (e) above.

   Licensee is permitted to use one (1) vehicle in the Permitted Use Area for the maintenance of equipment, on an as needed basis, during the following times:

   - May through October, 5 PM to 7 PM daily, as needed
   - November through April, 4 PM to 6 PM daily, as needed

   However, nothing in this License authorizes Licensee to violate state law. Specifically, “Vehicular traffic” across the public beach is strictly prohibited pursuant to Florida Statutes 161.58 as cited in the Modified Final Summary Judgment – Declaratory Relief and Permanent Injunction entered in Tahitian Treasure Island, LLC, et al. vs. City of Treasure Island.
Treasure Island, Pinellas County Case No. 13-011287-CI (hereinafter the “Injunction”). Licensee is prohibited from taking any action in violation of the Injunction or Section 161.58, Florida Statutes.

The remaining provisions of the Amended License remain unchanged and in full force and effect.

4. **SAVINGS CLAUSE.** Except as provided in this Third Amendment, nothing contained in this Third Amendment will be construed as altering the Amended License. The Amended License is and shall remain in full force and effect and has not been assigned, supplemented, amended or otherwise modified in any way and represents the entire agreement with respect to such matter between the parties thereto.

5. **CONFLICT.** In the event of a conflict regarding the provisions set forth in paragraph 2 of the Third Amendment and the Amended License or the Second Amendment, the provisions set forth in the Third Amendment shall prevail. In the event of a conflict between any other paragraphs within the Third Amendment and the Amended License or the Second Amendment, then the Amended License or Second Amendment will prevail.

6. **AUTHORITY TO EXECUTE.** Each of the Parties covenant to the other party that has lawful authority to enter into this Third Amendment and that the governing or managing body of each of the Parties has approved this Third Amendment and that the governing or managing body of each of the Parties has authorized execution of this Third Amendment in the manner hereinafter set forth.
IN WITNESS WHEREOF, the Parties have executed this Third Amendment by their duly authorized officers, and have affixed their official seals hereto, the day and year first above written.

CITY OF TREASURE ISLAND, FLORIDA

By: ________________________________
   Garry Brumback, City Manager

FLORIDA FISHERMAN, INC.
d/b/a HUBBARD’S MARINE

By: ________________________________
   Mark Hubbard, as _________________

Attest:

Ruth Nickerson, City Clerk

WITNESSED:

Printed Name: _______________________  
As to Licensee
DATE: February 22, 2019

TO: Garry Brumback, City Manager

FROM: Cathy Hayduke, Recreation Director

SUBJECT: Amend Sand Runner's LLC Non-Exclusive License Agreement

BACKGROUND

Through Resolution 17-27, the Commission authorized the City Manager to enter into a Non-Exclusive License Agreement with Sand Runners, LLC to provide a beach gear valet service at Gulf Front Park located at 10400 Gulf Boulevard. Staff determined that there was a public benefit by granting a non-exclusive license agreement to Sand Runners, LLC for the limited purpose of providing recreational services to the residents, tourists and visitors to Treasure Island.

The current license agreement with Sand Runners is for a 3-year period with two additional one (1) year periods, effective with Amendment approved May 15, 2018.

POLICY / PURPOSE

The Commission has authorized the City Manager to enter into Non-Exclusive License Agreements with various beach concessionaires. Any amendments to these Agreements must be approved by the Commission.

STRATEGIC PLAN RELEVANCE

GOAL 8: Rejuvenate the City’s business and tourist areas

ANALYSIS / DISCUSSION

Ryan Barca and Spencer LaBarbera of Sand Runners, LLC are requesting to amend the PERMITTED USES within their Non-Exclusive License Agreement to include rental carts and portable chargers.
In addition to providing a beach gear valet service, Sand Runners, LLC would like to rent up to five (5) folding beach carts that beachgoers can use for a minimal fee. The beach carts will be kept throughout the day at the beach access entrance at Gulf Front Park and removed from city property each evening.

Sand Runners, LLC frequently receives inquiries from beachgoers as to where they can charge their cellphones or electronics. With that in mind, Sand Runners, LLC would like to provide portable chargers for rent. Sand Runners, LLC will not be permitted to use city electricity to charge the portable chargers.

In keeping with a more professional image, Sand Runners, LLC is requesting use of a non-amplified upright podium for their daily operations. The podium will be removed from city property each day.

At no time will the Sand Runners equipment interfere with city operations or the use of city property by beach and/or event goers.

No other terms of the agreement are being proposed for changes.

**FUNDING - REVENUE**

Sand Runners, LLC pays an annual payment of $2,100 to the City in monthly installments of $175 plus applicable sales tax. If the Commission approves the additional PERMITTED USES, staff is recommending an increase in FEES and PAYMENTS to the City in an amount of $25 per month or an annual fee of $2,400 or $200 per month plus applicable sales tax.

**RECOMMENDATIONS**

It is recommended that the City Commission approve the Amendment to the Sand Runners, LLC Non-Exclusive License Agreement to include the rental of up to five (5) folding beach carts and portable chargers. Additionally, staff recommends that Sand Runners, LLC pay an additional fee of $25 per month for an annual payment of $2,400 plus applicable sales tax.

**MOTION**

I move to approve and authorize the City Commission to enter into the First Amendment to the Sand Runners, LLC Non-Exclusive License Agreement between the City of Treasure Island, FL and Sand Runners, LLC.
First Amendment to the
Non-Exclusive License Agreement
between
City of Treasure Island, FL and Sand Runners, LLC

This First Amendment to the Non-Exclusive License Agreement by and between the City of Treasure Island, Florida, a municipal corporation (hereinafter the “City”), and Sand Runners, LLC (hereinafter the “Licensee”) (hereinafter collectively referred to as the “Parties”) is made and entered into on the 19th day of April, 2019 (hereinafter “First Amendment”).

WITNESSETH

WHEREAS, on the 21st day of March, 2018, the Parties entered into a Non-Exclusive License Agreement between the City and the Licensee for the permission to provide, install and operate a beach gear valet service on the publicly owned and controlled beaches of the City (hereinafter the “License”); and

WHEREAS, the Licensee desires to be permitted to provide additional equipment for rent within the License; and

WHEREAS, the Licensee desires to utilize a podium for its daily operations; and

WHEREAS, the City desires to increase the license fee the maximum per year of three percent (3%).

NOW, THEREFORE, based upon the foregoing provisions and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties to the License hereby agree to the following:

1. RECITALS. The recitals are true and correct and are incorporated herein.

2. AMENDMENT.

   A. Paragraph 4, subparagraphs (b) and (c), of the License are hereby amended as follows:
“b. Permitted Uses: The Licensee is permitted to provide and rent: (i) tents or umbrella with chairs, (ii) wagons and three (3) folding carts for transportation of beach gear, (iii) phone cases and chargers, and (iv) use sandwich board signs to advertise the services at the Permitted Use Area. Additional equipment may be provided for rent or sale upon approval by the City at a mutually agreed upon fee.

Licensee is permitted to utilize a Licensee-provided podium for daily operations in the Permitted Use Area. No other tables, stands or amplified sound will be permitted in the Permitted Use Area.

c. Rental Equipment: The Licensee’s non-motorized wagons and folding carts must be kept in a safe and acceptable manner. No equipment is permitted to be stored on Public Property. Licensee is to remove all equipment from the Permitted Use Area each day. The Licensee shall provide, store, and maintain or house equipment on his/her own property. No additional equipment is to be stored on the Public Beach, Permitted Use Area, or City property without approval from the City or within 20 feet from any dune system. The Permitted Use Area is to be kept in a neat, clean and orderly fashion so as to prevent any “cluttering” of the Public Beach.

Neither Licensee nor any of its patrons are permitted to use city electric for any reason.

License may need to relocate operations at Treasure Island Gulf Front Park during the annual Sanding Ovations, Masters Cup event as Gulf Front Park is used for vendor and band parking, and beach access. Licensee may be required to relocate operations at Treasure Island Gulf Front Park for other special events during the year, as the area behind Gulf Front Park is used for vendor and band parking. Licensee recognizes that this is a non-exclusive license that the City may grant licenses to other vendors for the Permitted Use Area as well, and that Licensee will not interfere with any other licensee of the City.

The City will make periodic inspections of the equipment and if necessary inform the Licensee of any unsafe and unacceptable equipment. However, this does not release the Licensee from his/her duty to inspect the equipment daily for any defects or hazards. Maintenance of equipment by an outside vendor must not be performed on public property.

Turtle Season is May 1st through October 31st. The Licensee shall not set up equipment next to or within 10 feet of a roped off turtle nest. No equipment shall be set up until the beach has been inspected for turtle nests each morning.”
B. Paragraph 5 of the License is hereby amended as follows:

“5. Fees, Payments and Term. The Licensee will pay to the City a first-year annual payment of $2,100 to $2,400 to the City in monthly installments of $175.00 plus applicable sales tax. The fee will be adjusted for each additional feature or locations offered to the public based on mutually agreeable terms negotiated between the City and Licensee. If agreement cannot be reached on the additional fee, the matter will be brought before the Commission for resolutions. The license fee may be adjusted by the City from time to time not to exceed more than one increase per year with a 3% maximum per year.

The term of the License is for a period of three (3) years, beginning on the effective date of this License, with an option to renew for two additional one (1) year periods, upon a renegotiated fee and at terms and conditions to be mutually agreed upon by both parties subject to the City’s right to terminate. Should the Licensee desire to renew the term of this License, it must provide written notice, in accordance with paragraph 15 of this License, to the City at least 60 days prior to the expiration of the one-year term.

The Licensee will be required to obtain and keep current a Business License with the City.

The Licensee will charge a rental fee based upon local competitive rates. This rental fee will be set that the sole discretion of the Licensee. The Licensee will be required to notify the City of any changes in rental fees.

The remaining provisions of the License remain unchanged and in full force and effect.

3. SAVINGS CLAUSE. Except as herein provided, nothing herein contained shall be construed as altering the License. The License is and shall remain in full force and effect and has not been assigned, supplemented, amended or otherwise modified in any way and represents the entire agreement with respect to such matter between the parties thereto.

4. CONFLICT. In the event of a conflict regarding the provisions set forth in paragraph 2 of the First Amendment and License, the provisions set forth in the First Amendment shall prevail. In the event of a conflict between any other paragraphs within the First Amendment and License, then the License shall prevail.
5. **AUTHORITY TO EXECUTE.** Each of the Parties covenant to the other Party that has lawful authority to enter into this First Amendment and that the governing or managing body of each of the Parties has approved this First Amendment and that the governing or managing body of each of the Parties has authorized execution of this First Amendment in the manner hereinafter set forth.

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment by their duly authorized officers, and have affixed their official seals hereto, the day and year first above written.

CITY OF TREASURE ISLAND, FLORIDA Attest:

By: Garry Brumback, City Manager
    Nickerson, City Clerk

By: Ryan J. Barca, as
    Spencer S. LaBarbera, as

WITNESSED:

<table>
<thead>
<tr>
<th>Printed Name:</th>
<th>Printed Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>As to Licensee</td>
<td>As to Licensee</td>
</tr>
</tbody>
</table>
DATE: February 25, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Authorize the City Manager for the Execution of Purchase Authority up to $47,976 to SAK Enterprises, Inc. for the Manufacturing of a Water Tight Access Hatch for Lift Station #7.

BACKGROUND

As part of the City’s on-going Inflow & Infiltration (I&I) study, the Public Works Department monitors the inflow of rainwater during heavy rain events. Over the last 5 years we have observed, on approximately 2 to 3 times per year, during extended rain events will cause an increase in flow rate of up to 3 times the average flow rate. The inflow from rain water costs the City over $400K per year. We will never get to a 100% tight system with no I&I, however, it is our job to minimize the flow.

The Public Works Department (DPW) aggressively identifies and improves on the areas where I&I has been excessive. The following are scheduled activities to be performed by DPW under the I&I Reduction Program:

1. Installation of Rain Guards in Manholes
2. Aggressive Pipe Video Program to identify pipe condition
3. Cured-in-Place Pipe Lining of Damaged Pipe
4. Smoke Testing to identify deficiency
5. Reduction of flow into system from Wet Well Hatches

Over the last five years we have installed, on two separate occasions, rain guards for the manhole covers. These guards minimize the inflow during rain events through the manhole covers. We will have 100% of the domestic sewer manholes installed with new rain guards by early May 2019. In October 2018 the commission approved a $81K purchase order for Rain Guards, Manhole Inspections and Smoke Testing, all under the I&I reduction program.

In support of the I&I Reduction Program, the Public Works Department has an aggressive pipe video program where we identify line segments that require Cured-in-Place Pipe (CIPP). The
CIPP work is being performed by JTV, Inc. and the commission approved Purchase Authority for $481K for lining of selected pipe segments. The final part of the I&I Reduction Program is to retro-fit the Lift Station Wet Well access hatches which are a major contributor to I&I during sustained rain events and extreme high tides. The first Lift Station to be retro-fitted is Lift Station #7. Lift Station #7 is located on 115th Ave and is in the middle of the east bound lane. 115th Ave is scheduled to be milled and paved sometime in June or July 2019. Public Works would like to retro-fit the wet well hatch prior to the road surface work to minimize future disturbances.

**POLICY / PURPOSE**

To request authorization from the City Commission to authorize the City Manager to Purchase a Water Tight Access Hatch for Lift Station #7.

**STRATEGIC PLAN RELEVANCE**

Goal 3 of the City’s Strategic Plan is to: *Proactively maintain and improve infrastructure that meets the future needs of the City.*

**ANALYSIS / DISCUSSION**

DPW identified the need for water tight access hatches for the Lift Stations approximately 4 years ago. However, with most of the City’s wet wells being located within a roadway, a water tight hatch would also be subject to “direct traffic” vehicle loads. Many hatch manufacturers (Halliday Products, USF Fabrication, US Foundry, etc.) can provide a hatch meeting the City’s water tightness or vehicle loading requirements, but not both. Furthermore, the manufacturers of hatches typically supplied to the City were not able to fulfill a custom order meeting both design requirements.

With the assistance of our Continuous Engineering Consultant Advanced Engineering & Design, Inc. (AED), a local company was identified that would be able to design and manufacture this specialty hatch. SAK Enterprises, Inc., based in Bradenton, FL, specializes in the custom fabrication of flood-proofing products and has experience in access hatch production (See Exhibit 1). Pre-procurement coordination was performed with this company to ensure an understanding of the City’s performance goals and document the design and fabrication schedule.

After several months of developing design parameters and performance objectives SAK Enterprises, Inc. provided a quote for a customized double leaf hatch constructed from hot dipped galvanized steel with diamond plate top finish. The hatch is designed to handle 10’ of seating head of water and H-20 traffic loading. The hatch will include fall protection powder coated safety orange, recessed padlock with flush handle and stainless steel hardware. The cost for this water tight access hatch is $47,976.00 (See Exhibit 2). The lead time for the water tight access hatch is approximately 3 to 4 months.

In the next couple of months DPW will come to the commission with a proposal from our annual Contractor (TLC) to provide a cost for the installation of the new water tight access hatch for Lift Station #7.
FUNDING

Funding for this purchase is in the Wastewater Account 420-5340-63451 which is the Capital Improvement account for Lift Station Rehabilitations.

RECOMMENDATIONS

It is recommended that the City Commission authorize the City Manager to approve the Purchase Order to SAK Enterprise, Inc. in the amount of $47,976.00.

ATTACHMENTS

Exhibit 1 - SAK Enterprises, Inc. Brochure
Exhibit 2 - SAK Enterprises, Inc. Quote for Water Tight Access Hatch

MOTION

I move to approve and authorize the City Manager to approve the Purchase Order to SAK Enterprise, Inc. in the amount of $47,976.00.
OUR BUSINESS MODEL

We've Got Customer Passion

Exceptional Service is the cornerstone of our success. As we simplify the complicated and bring our knowledge of our business to bear, we go above and beyond.

We Get it Done

Our customers count on us to own the end result. We recognize that delivering on our promises is critical to their personal success and the success of the organizations they represent. When the opportunity to innovate arises, we pride ourselves on doing things right.

We Take Care of Our Customers

We put a premium on "customer service" because, at the end of the day, our customers aren’t just systems or companies—they’re people. We’ve built our entire company around the idea that our success is only a direct result of how much we help our customers succeed.

SAK Enterprises, Inc.

1301 10th Street East, Suite B
Palmetto, Fl 34221

941-981-3669

www.sakenterprise.com

Proudly Made in the USA
PROPOSAL
SAKQ5115
Feb 19, 2019

Quoted To:
Treasure Island
Mike Helfrich
120 108th Avenue
Treasure Island, FL 33706

Ship To:
Treasure Island Lift Station 7

SAK Rep:
Matheus Rodrigues
SAK Representative
941-981-3669 x 205

Phone  (727)547-4575
Fax

Expiration Date:  3/21/2019
Ship Via:  Freight
Terms:  See Below

If not listed below this proposal does not include Bonding, Permits, Special Liability Insurance Requirements, Special Liability Insurance Waivers & Blankets, Insurance Umbrella’s, Insurance Endorsements, Special Automobile Insurance Requirements, Field Testing, Shop Testing, PE Calculations, any Options if listed below, Installation, Withholding Income Taxes, Sales Tax if applicable or Administrative/Legal time for Reviewing Contracts, Spare Parts, Extended Warranties, or any other special requirements not listed on this Proposal.

All SAK Enterprises Proposals are valid for 30 Days and are subject for review thereafter.

LEAD TIME:
3 - 5 Weeks on Submittal Drawings - Approval drawings (if requested only). Please note that this time frame does not include re-submittal time if re-submittals are required.
10 - 15 Weeks Fabrication - Estimated ship date will be scheduled when final approval drawings are received at our office. (Lead Times change Daily)
The Lead Times above are estimates only on the current schedule and are not binding. Please call us for a more accurate Lead Time.

Please Note: SAK Enterprises is not responsible for delays during the approval process. SAK Enterprises’ clock stops while drawings are being approved by others.

SAK Enterprises is not responsible for the wrong dimension sizes or if the quoted quantities are incorrect listed on this Proposal. If you find that we quoted an extra opening, missed an opening, we have an opening size wrong, or flood protection height is not correct, please let us know immediately.

PAYMENT TERMS:
Material - 15% Due with Order, 35% Due with Submittals, 40% Due before Shipment, Remainder Balance Due Once Shipped.
Installation - 50% Due at time of Installation (Within 30 Days Before Installation Begins), 50% Due Upon Completion of Installation.

If SAK Enterprises has not received any specification at the time of this proposal and at if at any time a specification is made available, and differs from the materials or option(s) quoted, additional cost may apply. Please note the SAK Enterprises Specification will be used for the product being quoted, if a Specification is not made available.

All of the openings are seating loads unless unseating is noted in the description.

Structure Design and ability to withstand loads where barrier system attached to is by others, not SAK Enterprises. The openings have been quoted based on standard anchor edge distances for concrete or filled 8” block. Wall conditions different such as brick or conditions that have layered materials may require a field pull test by others. The field pull test report will need to be given to SAK Enterprises with the results including the anchor edge distance and spacing. This data may have an impact on the frame width and height distance, making the system wider or taller than quoted.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Prepared By:  Matheus
Document Number:  SAKQ5115
Custom WFH-1100 Lift Station 7 - 36" by 54"
This double leaf hatch will be constructed from Hot Dipped Galvanized Steel with a Dimond plate top finish. Designed to handle 10 foot seating head of water and H-20: AASHTO HL93 loading.
Includes: Fall Protection powder coated safety orange, Recessed padlock hasp, Flush handles, and stainless steel hardware.
Sealing the WFH-1100 Watertight Flush Hatch to its frame assembly is done by mechanical compression seals eliminating the need for power or air pumps.

Services

***ESTIMATE ONLY: TBD at time of Shipment on the Final Invoice***
Shipping & Handling - The estimated freight price has been quoted as of the date of this Proposal and is based on shipping all of the above barrier(s) at the same time. Shipping the above barrier(s) in separate shipments may result in additional freight charges. Price is subject to change. Any changes to Freight price will be adjusted at the time of shipping on the Final Invoice.

***Please NOTE: This is an Optional Service and is not included in the total of the Proposal. If you would like to add this Optional Service, please let us know and we will revise this Proposal.***
Factory Testing for the largest opening of each model.
SAK Enterprises will provide a Test Report, including leak rates.
Factory testing is for hydrostatic water load 10" head only (Optional)
The Calculations signed and sealed by a Florida Professional Engineer are included.
The Calculations are generated after the submittal drawings are approved.
Calculations are generated off of the largest opening of a specific barrier design. If calculations are required for each opening, additional charges will apply.
*** Please Note: PE Calculations lead time is an average of 2-4 weeks. Production Lead Time will not start until PE package is sent to production. Lead Time is an estimated only at this time and is not binding.

Subtotal $47,976.00
Tax $0.00
Shipping $0.00
Grand Total $47,976.00

Prepared By: Matheus
Document Number: SAKQ5115
To accept this quotation, sign here and return:

Signature: __________________________ Date: __________________________

Print Name: __________________________

TERMS & CONDITIONS

ACCEPTANCE:
To accept this quotation the Buyer needs to sign on the line above and return a copy to SAK Enterprises, Inc. The quotation will be considered accepted only when the signed copy has been returned and acknowledged by SAK Enterprises, Inc. By signing the quotation, the Buyer acknowledges that he/she has read all the terms and conditions thereof and agrees that this quotation will constitute the contractual agreement between Buyer and Seller. The Buyer further agrees that if any other documentation contains any provision of this quotation, the terms of the quotation govern and any inconsistent terms of any other document are of no force and effect. Modifications, changes, suspensions or cancellations shall not be binding upon SAK Enterprises, Inc., unless approved by SAK Enterprises, Inc., upon terms, which will compensate and reimburse SAK Enterprises, Inc., for all losses.

PAYMENT TERMS:
Terms subject to establishing credit limits with SAK Enterprises, Inc. For goods sold on account, terms shall be as detailed on proposal "Payment Terms". Late Pay charges of 0.05 percent per day (18 percent annual rate) will be assessed and invoiced on balances over stated proposal "Payment Terms". Buyer shall pay all taxes, levies, and duties and assessments of every nature due in connection with Buyer's purchase of product or services, unless itemized in proposal, production, shipment, deliveries, and all services shall at all times be subject to the approval of SAK Enterprises' Credit Department. SAK Enterprises reserves the right to require full or partial payment in advance if, in our opinion, the financial condition of the Buyer does not justify shipment on terms of payment specified. Accounts not current with payment terms (shown on proposal) may be placed on hold. Once payment has been received or arrangements have been made, orders will be rescheduled based on the current applicable schedule.

DELIVERIES:
Delivery schedules quoted are SAK Enterprises, Inc., best estimate, based on condition prevailing at the time of quotation. However, deliveries cannot be guaranteed, since conditions may change due to accidents, fires, floods, regulatory delays, delays of carriers, ability to obtain material and qualified labor, and other reasons beyond the reasonable control of SAK Enterprises, Inc. Projected delivery schedule shown on all proposals are estimated at time of proposal. Actual delivery schedule is not determined or scheduled until receipt of any and all final information required, to include Final Approval Drawings, Credit Approval, Purchase Order Acceptance, Receipt of Scheduled Payments, and any other information deemed necessary by SAK Enterprises, Inc. All Deliveries are FOB Origin.

CANCELLATION:
In the event of cancellation, the purchase is obliged to reimburse SAK Enterprises, Inc., for expenses incurred up until the time of cancellation, including material, labor, overhead, general and administrative expenses. Included in these expenses are all costs related to engineering/design/drafting effort whether or not any material has been supplied or is in process.

Cancellation Fees:
15% of order if job is cancelled prior to submittal drawings being completed.
35% of order if job is cancelled after submittal drawings issued to the customer.
75% of orders if job is cancelled after manufacturing materials have been ordered.
90% of order if job is cancelled after the manufacturing process has started.
100% of order if job is cancelled after the completion of the product.

WARRANTY:
Standard Manufacturer's One Year warranty applies. All goods sold by SAK Enterprises are warranted to be free from defects in material and workmanship, under normal use and service, for a period of one year (unless otherwise itemized on proposal) from date of tender of delivery, which warranty is in lieu of and excludes all other warranties, whether expressed or implied by operation of law or otherwise. It is expressly understood that the Buyer waives all claims for damages of any kind other than those specified herein, including but not limited to any claims for incidental or consequential damages, that the price of the product is based on the foregoing warranty. No claim under this warranty will be recognized unless all defective parts are available for inspection by manufacturer, and/or manufacturer authorized representative.

QUANTITIES:
The quoted prices are based on quantities offered. Since engineering and setup are frequently a significant factor in price, should the quantities be reduced, there may be an increase in price.

DISCLAIMER:
Manufacturer's products have a well-deserved reputation for giving long and dependable service, even under severe use. However, because Manufacturer's products are handled, installed and used under varying condition, and maintenance of such products is controlled exclusively by the user, SAK Enterprises, Inc., disclaims all responsibility for damage or injury resulting from use of these products, and the purchaser assumes all responsibility for, and agrees to indemnify SAK Enterprises, Inc., from any and all claims arising directly from these products and/or their use. SAK Enterprises reserves the right to void this Proposal at any time. SAK Enterprises may make improvements and/or changes in the product(s) or service(s) offered and/or the program(s) described on this Proposal at any time. Product must be shipped out of SAK Enterprises Location within 2 weeks of completion, or storage fee's may apply. A daily rate of $50.00 per day thereafter. If there is price increase in the raw material, that cost escalation will be passed on to the customer as well.

THANK YOU FOR YOUR BUSINESS!
DATE: March 12, 2019

TO: Garry Brumback, City Manager

FROM: Ruth A. Nickerson, City Clerk

SUBJECT: Nominate Vice Mayor

BACKGROUND

Section 2.1 of the City Commission Rules of Procedure states, “At the first Commission meeting after each regular city election, the Commission shall elect one of its members to serve as Vice-Mayor.”

ANALYSIS / DISCUSSION

Due to the fact that there was no opposition, we did not hold an Election this year. If there had been a contest, the election would have been held on March 12, 2019. The Commission must nominate and vote for a Vice-Mayor.

FUNDING

None

ATTACHMENTS

None
DATE: February 5, 2019

TO: Garry Brumback, City Manager

FROM: Cathy Hayduke, Recreation Director

SUBJECT: Budget Amendment for Treasure Bay Restructuring - ORD2019-05

BACKGROUND
Treasure Bay is a facility in transition, which allows staff to continuously evaluate current operations and procedures and to implement changes to improve usage and to create revenue generating activities. Staff has recently implemented activities such as Foot Golf, the sale of beer and wine and extending the summer weekend hours to increase usage and revenues. Additionally, an advertising budget was implemented in FY 2018, which allowed staff to promote the new programs at Treasure Bay.

As stated in the Preliminary 4th Quarter Financial Report for FY 2018 presented by Assistant City Manager, Amy Davis, golf fees were $24,720 higher and tennis fees were $7,479 higher than the prior year, and Foot Golf generated an additional $5,257 in revenue. The sale of beer and wine began in April 2017 and generated a total of $2,082 in revenues. The increase in revenues is due to the implementation of new programs and the marketing effort of the Treasure Bay facility. Treasure Bay generates approximately fifty percent (50%) cost recovery.

Staff continues to develop new revenue generating activities and to provide cost effective savings. With the Lead Clubhouse Attendant's recent separation of service from the City, staff evaluated the personnel structure of Treasure Bay and is recommending changes to that structure to enhance its functionality.

A budget amendment for the current fiscal year budget is needed to change the authorized positions for an increase of .92 full-time equivalent (FTE) within the Treasure Bay Clubhouse and Maintenance Program as reflected in this budget amendment with a fiscal impact of approximately $8,731.

POLICY / PURPOSE
To adopt a budget amendment to the FY 2019 Budget to change the authorized positions in the Treasure Bay Program by deleting the full-time Lead Clubhouse Attendant and adding a full-time Service Worker II - Maintenance position; replacing the part-time Service Worker II -
Maintenance with a part-time Clubhouse Attendant and reclassifying the Crew Chief position to a Recreation Supervisor position.

**STRATEGIC PLAN RELEVANCE**

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

**OBJECTIVE 3:** To increase usability and functionality, while working towards self-sustaining recreation facilities.

**ANALYSIS / DISCUSSION**

The Recreation Department believes the recommended change aligns with the directive to improve usability and profitability at Treasure Bay, and to enhance our ability to achieve the vision of being more community centric.

It should be noted that the proposed number of employees has not changed, but rather the classification and/or number of hours or the FTE. Staff is recommending changes of the following positions.

- Delete the full-time Lead Clubhouse Attendant, Add a full-time Service Worker II position
- Swap the part-time Service Worker II with a part-time Clubhouse Attendant position
- Reclassify the Crew Chief to a Recreation Supervisor position

The Lead Clubhouse Attendant position will be deleted and replaced with a part-time Clubhouse Attendant. This would allow for (4) part-time clubhouse attendants which will provide more flexibility in covering shifts and eliminate an average of 2.5 hours per week of overtime previously incurred by the Lead Clubhouse Attendant on a recurring basis. Last year, the Lead Clubhouse Attendant worked a total of 140 hours of overtime costing $3,525, which will no longer be required to provide coverage at the clubhouse.

The Lead Clubhouse Attendant is a full-time position at Pay Grade 8. It is being eliminated and replaced with a full-time Service Worker II at Pay Grade 6, which creates a cost savings as the Service Worker II position is at a lower pay grade.

Currently, the Crew Chief oversees the maintenance division at Treasure Bay which includes two full-time and one part-time Service Worker II positions. The Crew Chief position will be reclassified to a Recreation Supervisor, an existing classification within the pay plan. The Recreation Supervisor will oversee both the Treasure Bay clubhouse and maintenance staff as well as the Recreational Facilities Program Service Worker II positions. This reclassification is a more effective management approach that streamlines the various divisions within the Recreation Department allowing for project coordination and cross training of employees to provide coverage during vacation or sick leave. In additional, there will be a reduction of overtime within the Recreational Facilities Program, due to this reorganization allowing for Treasure Bay Service Worker II position to help provide coverage, thereby allowing for an average of $3,300 annually.
The fiscal impact of this reorganization is $5,431 including the overtime savings in the Recreational Facilities program.

<table>
<thead>
<tr>
<th>Positions</th>
<th>Current Salary</th>
<th>Proposed Salary</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crew Chief to Recreation Supervisor</td>
<td>51,604.80</td>
<td>55,170.00</td>
<td>3,565.20</td>
</tr>
<tr>
<td>SWII-Treasure Bay PT to FT</td>
<td>6,770.40</td>
<td>27,081.60</td>
<td>20,311.20</td>
</tr>
<tr>
<td>Clubhouse - FT Lead to PT @25</td>
<td>39,154.40</td>
<td>14,209.00</td>
<td>(24,945.40)</td>
</tr>
<tr>
<td>Clubhouse - PT @25</td>
<td>11,481.60</td>
<td>14,352.00</td>
<td>2,870.40</td>
</tr>
<tr>
<td>Clubhouse - PT @25</td>
<td>10,308.48</td>
<td>16,107.00</td>
<td>5,798.52</td>
</tr>
<tr>
<td>Clubhouse - PT @25</td>
<td>11,367.20</td>
<td>14,209.00</td>
<td>2,841.80</td>
</tr>
</tbody>
</table>

Salary: 130,686.88  Proposed Salary: 141,128.60  Difference: 10,441.72
Benefit Savings: (1,710.58)
Overtime Reduction Recreational Facilities: (3,300.00)
Service Worker II: 0
Overall Fiscal Impact: 5,431.14

To offset the fiscal impact and to continue to initiate creative new ideas to drive usage and increase revenues, staff is developing the following programs.

- Extending the weekends hours year-round. The cost for extending the weekend hours is built-in to the restructuring of Treasure Bay as outlined in this memorandum.
- Offering “happy hour” tennis and golf mixers
- Promote facility rentals for weddings, birthday parties and corporate functions
- Increase merchandise sales by incorporating golf gloves/shoes and facility apparel
- Continue partnership with the Gulf Beaches Library to enhance both the library and Treasure Bay experience. Creating a welcoming reading area for users of the Library Lending Machine.
- Work with the local chambers and hotel/motel groups to develop partnerships to golf/tennis packages to employees and guests
- Explore water related activities such as kayak and paddleboard rentals
- Organize Foot Golf leagues and additional Glow Golf tournaments

A budget amendment will enable funds to be appropriated to initiate the changes to the authorized positions within the Treasure Bay Program. The increase in the appropriation will come from the unassigned fund balance within the General Fund.

**FUNDING**

Approval of this budget amendment will authorize the appropriation of the unassigned fund balance within the General Fund in the amount of $5,431 to the Treasure Bay Program as well as amend the authorized positions within the program.

**MOTION**
I move to approve and adopt Ordinance No. 2019-05, Amending the FY 2019 General Fund Budget for the reorganization of Treasure Bay by appropriating $5,431 to the Treasure Bay Program as well as amending the authorized positions from 5.52 to 6.44 Full-Time-Equivalents.

ATTACHMENTS

- Ordinance 2019-05 w/Exhibit 1
- Proposed Organizational Chart
- Recreation Supervisor Job Description
ORDINANCE NO. 19-05

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2019 GENERAL FUND BUDGET TO AUTHORIZE THE APPROPRIATION OF FUNDS FROM THE AVAILABLE UNDESIGNATED FUND BALANCE WITHIN THE GENERAL FUND TO THE TREASURE BAY PROGRAM IN THE AMOUNT OF $5,431; AMENDING THE AUTHORIZED POSITIONS WITHIN THE TREASURE BAY PROGRAM FOR THE PURPOSE OF INCREASED OPERATIONAL EFFECTIVENESS; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2018-08, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2019; and

WHEREAS, the annual budget for the City of Treasure Island, Florida includes an approved pay plan and authorized positions city-wide for all City programs; and

WHEREAS, the reorganization of positions in the Treasure Bay program will increase the authorized positions from 5.52 to 6.44 full-time equivalent positions as showed in the attached Exhibit 1; and

WHEREAS, the reorganization will cost an additional $5,431 to be funded by appropriating monies from the available unassigned General Fund balance; and

WHEREAS, the Finance Director for the City of Treasure Island, Florida certifies that sufficient unappropriated balances are available in the General Fund to make the required appropriations; and

WHEREAS, pursuant to the City’s Charter and generally accepted accounting principles, the City of Treasure Island finds it in the public’s best interest to amend the City’s budget to allow for the appropriation and allocation of the unassigned portion of the General Fund balance to the Treasure Bay program and to amend the authorized positions within the Treasure Bay Program for the purpose of increased operational effectiveness.

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

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

SECTION 2. The General Fund Budget for the City of Treasure Island, Florida for the fiscal year 2019, as adopted pursuant to Ordinance 2018-08, is amended to authorize the appropriation of funds from the unassigned General Fund balance in the amount of
$5,431 to the Treasure Bay program.

SECTION 3. The General Fund Budget for the City of Treasure Island, Florida for the fiscal year 2019, as adopted pursuant to Ordinance 2018-08, is amended to increase the authorized full-time equivalents positions from 5.52 to 6.44 within the Treasure Bay Program as indicated in the attached Exhibit 1.

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

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

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

FIRST READING and PUBLIC HEARING: March 05, 2019.
PUBLISHED in the Tampa Bay Times on the ____ day of ________, 2019.
SECOND READING and PUBLIC HEARING: March 19, 2019.
PUBLISHED in the Tampa Bay Times on the ____ day of March, 2019.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the 19th day of March, 2019 by Commissioner ________, who moved its adoption; was seconded by Commissioner ________ and upon roll call, the vote was:

YEAS: ____________________________________________________________

NAYS: ____________________________________________________________

ABSENT OR ABSTAINING: ___________________________________________

Larry Lunn, Mayor

ATTEST:

__________________________________________

Ruth Nickerson, City Clerk
Approved as to form

Jennifer R. Cowan, City Attorney
DATE: February 22, 2019

TO: Garry Brumback, City Manager

FROM: Justin Tramble, Assistant Director of Recreation

SUBJECT: Discussion of Isle of Capri Dog Park

BACKGROUND

At the September 18, 2018 Regular Workshop Commission Meeting, the Recreation Department presented a report regarding the request from the Isle of Capri Civic Association for a dog park located at Rosselli Park. The report emphasized design, maintenance, supervision and costs of the proposed park. Direction was given to continue moving forward on the proposed dog park, should funding become available.

Over the past several months, $12,200 has been raised for the dog park. During this time, concerns have also been expressed regarding the proposed dog park at Rosselli Park.

POLICY / PURPOSE

To seek City Commission direction should funding become available for a dog park at Rosselli Park.

STRATEGIC PLAN RELEVANCE

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

ANALYSIS / DISCUSSION

In order to determine the feasibility of adding a dog park at Rosselli Park, the Recreation Department spoke with management staff at Pinellas County, the City of St. Petersburg, the City of Pinellas Park, the City of Largo and Indian Rocks Beach. In addition to visiting several neighboring dog park facilities, staff also researched best practices as it pertains to dog park site selection, design, operations and maintenance. The Recreation Department has also engaged the Isle of Capri Civic Association and other proponents and opponents of the potential park to gather community input.
Appropriate Site Selection

There has been a significant amount of feedback on the appropriate site location for the dog park at Rosselli Park. Specifically, questions have been raised regarding the size of the proposed dog park and the distance to residences that are across the street from the proposed site location.

The recommended minimum size for a dog park varies considerably among municipalities, but is generally between ½ acre and one acre. It is worth noting that by definition, a dog run is a smaller fenced-in area created for the same use and purpose as a dog park. With that said, many dog parks are often dog runs by definition.

The initial proposed dog park dimensions location at Rosselli Park would be roughly 13,000 square feet. For comparison, the St. Pete Beach dog park is roughly 7,000 square feet. The City of Madeira Beach has a dog park at ROC Park that is also roughly 7,000 square feet. Both dog parks are smaller than the proposed area at Rosselli Park (Exhibit A).

Although a few municipalities provide definitive distances that dog parks should be from residences, it is standard practice to provide at least a 50’ to 200’ buffer between the park and residences according to the City of Ann Arbor Parks and Recreation Department in their Recommendations and Guidelines for Dog Park Site Selection, Design, Operations and Maintenance.

Distances from dog parks and residential buildings tend to vary among our neighboring municipalities in Pinellas County. For instance, Indian Rocks Beach has an estimated 17,000 square foot dog park that is located directly on the fence line of neighboring homes (Exhibit B). The dog park located in St. Pete Beach is roughly 80 feet from a residential establishment (Exhibit C). In contrast, the dog park in ROC Park is 170 feet from a residential building (Exhibit D). The proposed dog park at Rosselli Park would be 90 feet from the closest residential building (Exhibit E).

It is important to note that all of the observed parks strive to minimize conflicts and include posted guidelines to reduce the impact on nearby residences. With that said, there have been concerns expressed regarding the distance of the dog park to the abutting sidewalk. To help mitigate this, a buffer would be established between the sidewalk and the proposed dog park fence. There have also been concerns of added noise an additional amenity could bring to the park. To address these concerns, adding vegetation within the buffer has been added to the proposed plans.

As stated in the September 18, 2018 Commission Workshop, the proposed dog park location at Rosselli Park has existing shade, which would significantly limit costs. Some tree branches would need to be trimmed to allow for adequate grass growth and for the ground to dry after rain events. Dog park users that arrive by car would need to utilize the parking lot near the concession stand facility and walk to the dog park entrance (roughly a 350’ walk). It is worth noting that it is illegal to park along Capri Circle South. There are “No-Parking” signs posted at this location. The restroom facility is also located near the concession stand.

Design
The proposed dog park would have a 5 foot vinyl coated chain link fence. The fence would include a double gated accessible sally port area to allow for leashing and unleashing dogs and ingress/egress into the separated small breed and large breed areas. Sod and mulch would be the primary surface material, which is observed at most dog parks in Pinellas County.

The entryway area would be a 10’ x 10’ and would be a mix of concrete and brick pavers. There would need to be a 4 foot wide ADA compliant walkway from the existing sidewalk into the entryway area.

Most dog parks have benches and tables located on concrete slabs. As part of fundraising efforts, the Isle of Capri Civic Association have sold benches intended to be placed in the dog park. Should the Commission approve the dog park, the Recreation Department will work with the fundraisers to adequately provide space for the benches in and around the proposed dog park.

All dog parks of the municipalities that were contacted and observed clearly display their set of rules and regulations at the entrance of the park (Exhibit F). These signs are used to address the health and safety concerns inherent to all dog parks.

Below are suggested rules and regulations from the American Kennel Society:

- Owners must clean up after their dogs.
- Puppies and dogs must be properly licensed, inoculated and healthy.
- Animals should wear a collar and ID at all times.
- Owners are legally responsible for their dogs and any injuries caused by them.
- Dogs in heat will not be allowed inside the park.
- Owners must carry a leash at all times. Dogs should be leashed before entering and prior to leaving the park.
- Owners should not leave their dogs unattended or allowed out of sight. Young children should also be under constant supervision.
- Dogs showing aggression toward people or other animals will be removed from the park.

Water for both dog and dog owners is essential. Large holding areas of water should be avoided. Staff believes that a “pet and person” water fountain located in the transfer area would be ideal and has included such in the proposed plans.

The Recreation Department received a significant amount of feedback regarding potential plans for additional lighting for the dog park. In order to mitigate this concern, staff suggests that the hours of the dog park remain consistent with “Dawn to Dusk.” This would eliminate additional costs associated with lighting and would prevent use at night.

**Maintenance**

The proposed area behind left portion of the ballfield is already regularly maintained by City staff. It is estimated that it takes approximately 0.5 hours a week of mowing during the summer months and 0.5 hours every other week for mowing during winter months. City staff would pick up trash at the facility once a day (or more depending on volume/use) as part of their daily
tasks. Furthermore, staff would be responsible for monitoring the park and filling in any holes or pick up pet waste that was not properly disposed of. It should be noted that service gates and trash barrels would be located in a way to allow for easy access by the maintenance crew. Other municipalities indicated that annual maintenance and operating costs include the purchase of pet waste bags; annual replacement of sod due to wear and tear; repairs to irrigation, fencing, and other amenities; staff hours to pick up and empty trash daily, and provide the on-going maintenance.

**Supervision of Park**

The Recreation Department and Public Works Department would be tasked with identifying dog park responsibilities and making sure daily monitoring and maintenance issues are addressed. Any daily maintenance other than the ongoing mowing would be additional duties incurred by either the Public Works Grounds or Recreation Facilities staff.

A suggestion has been made to make the proposed dog park a “Permit Only” park. There are several examples of municipalities utilizing memberships and permits to help control the amount of use at a park while also effectively communicating information and making sure all dogs are vaccinated. In discussions with Indian Rocks Beach, they indicated that they initially had the membership requirement, but found it difficult to enforce it, so they abandoned the idea. Other municipalities seem to have success with this approach (Exhibit G). The City of Salem, MA established a membership program to ensure that dogs in the park are spayed or neutered and current on vaccines, and to fund ongoing park improvements. Some examples show different price points for residents and non-residents. Others restrict non-residents.

**Costs**

- Smith Fence $11,875* two potential designs
- Water Fountain $3,680
- Personnel Cost Associated $1,304
- Cost to run power to fountain $800
- Dog Waste Dispenser $275
- Dispenser Refills $600
- Mulch $2,000
- Annual Sodding $5,280
- 10’x10’ concrete and walkway $1,200
- Signage $500
- Trash Can - Poly Products $439
- Benches $2,000 ($500 per bench, donated)
- Recycle Cans - No Cost
- Optional Vegetation - $1,000

* $29,953 cost for 12,674 sq ft design with no vegetation
* $28,078 cost for 11,000 sq ft design with vegetation

**Other Considerations**
The proposed dog park does not need to be reviewed by the Planning and Zoning Board. Division 7 Section 68-343 states that the special permit required for development in the Recreation/Open Space zone be issued by the City Commission. Rosselli Park currently permits dogs and individuals. No buildings would be erected as a result of the proposed dog park. There would be no increase in land use intensity. The improvements for a dog park will include trash cans, benches, water fountain, fencing, signage, landscaping and walkways. Community Improvement Director, Paula Cohen, has indicated that all of these items are common improvements that occur within the realm of the maintenance and operation of a park. Therefore, permission to develop or redevelop the recreation/open space zoned property is authorized by the City Commission.

According to the Community Improvement Director, there are several ordinances that would require modification in order to establish a dog park in the City.

- Sec. 6-1. - Keeping of certain animals and fowl prohibited; running at large prohibited.
- Sec. 6-37. - Running at large - Prohibited.
- Sec. 6-38. - Leash required.
- Sec. 24-34. - Additional rules and regulations for the beach pavilion and golf, tennis and recreation center.

Staff estimates that it would take roughly 8-9 weeks to modify these ordinances.

If the Commission desires to build a dog park at Rosselli Park, there has been a public request to name the dog park after the late Pinellas County Commissioner John Morroni. This will be a decision that can be made by the Commission at a later date.

Furthermore, a suggestion has been made to relocate the flagpole and monument that is currently in center field in order to make the monument more accessible. This would also allow for a larger area to expand the proposed dog park. City staff has reached out to Southwest Little League to gather feedback on this suggestion.

**FUNDING**

There are no funds budgeted for a dog park at Rosselli Park. There has been a significant amount of advocacy related to a dog park. As of February 25, 2019, $12,200 has been raised for the proposed dog park. The fundraisers believe that approval of the park would create momentum for future fundraising.

**RECOMMENDATIONS**

Should funding become available through fundraising initiatives, the Recreation Department believes that building a dog park at Rosselli Park behind the leftfield of the ballfield fence would be feasible (Exhibit H).

These are the (3) options:
1. Approve the dog park and allow for continued fundraising efforts to eventually fund the proposed park.

2. Gather more community input in the Master Park Planning Process. Phase 3 of the Master Park Plan process includes significant public engagement where more information would be gathered about the community’s desire for a dog park.

3. Reject the proposed request to add a dog park at Rosselli Park.

Staff requests Commission direction on this consideration.

ATTACHMENTS

Exhibit A - Rosselli Park Proposed Dog Park Location & Nearby Dog Parks
Exhibit B - Indian Rocks Beach Dog Park
Exhibit C - St. Pete Beach Dog Park
Exhibit D - Madeira Beach Dog Park at ROC Park
Exhibit E - Proposed Distance to Residential Buildings
Exhibit F - City of St. Petersburg Dog Park Rules and Regulations
Exhibit G - City of Salem Dog Park Permit Application
Exhibit H - Rosselli Park Proposed Dog Park Site Plans
Rosselli Park
12,674 ft²
EXHIBIT A -

ROC Park - 
7,000 Ft²
EXHIBIT D

Attachment: Exhibit D (2027: Dog Park)

DOG PARK

170 ft
EXHIBIT E -

Attachment: Exhibit E (2027 : Dog Park)

Dog park
90 ft

Residential
City of Salem Park, Recreation and Community Services
2017 Leslie's Retreat Dog Park Application
(Valid Dates April 1, 2018 - March 31, 2019)

Owners Name __________________________ City Dog License # ____________
Address ______________________________ City __________ Zip Code __________
Contact # ______________________________ E Mail __________________________
Name of Dog ___________________ Breed __________ M/F _____ Age _______
Vet Name ___________________________ Vet Phone # ________________________

Required Documents to be Attached
(must be current)
___ City Dog License
___ Proof of Spay/Neuter
___ Certificate of Rabies Vaccination
___ Proof of Distemper Vaccination
___ $25 Check – Payable to Salem Park & Recreation

Optional Information
___ I have added $1 to my enclosed payment. Please mail my Pooch Pass to the above address

I have been provided with and have read through a copy of the City of Salem Park, Recreation and Community Services Dog Park Rules and Regulations and agree to abide by all rules set forth therein.

________________________________________________________________________
Signature ___________________________ Date __________________________

Park and Recreation Use Only
Date Submitted _______________ Pooch Pass # __________

Amount Paid ___________ Cash _____ Check # _____ Initials __________
Leslie's Retreat Dog Park
Rules and Regulations for Use

The following rules are in accordance with the Ordinance pertaining to Dog Park Use Regulations as adopted by the City Council or the city of Salem:

Section I Chapter 26-101 Use Regulations of Chapter 26, Article IV, Dog Park Rules and Regulations:

1. Dogs entering the park must be at least six months of age;
2. Dogs must be accompanied by a guardian at least 18 years of age;
3. Individuals between the ages of ten and 17 years must be accompanied by an adult, age 18 years or older;
4. Dogs must display a municipal dog license and current vaccination tag;
5. Dogs may be leash free once within the confines to the park's second gate;
6. Guardians must have voice control over their dogs at all times;
7. Guardians must immediately clean and properly dispose of waste;
8. Guardians must remain hands free for supervision and safety;
9. All dogs must be either spayed or neutered;
10. All dogs entering the park must display a dog park tag issued annually by the director of park, recreation and community services or his or her designee. Applicants for a dog park tag shall sign a waiver of liability and an agreement to abide by park rules and present proof of current spay/neuter and vaccination status and dog license for the dog prior to the issuance of a dog park tag. The director of park, recreation and community services, in concert with the animal control officer, shall determine the number of dog park tags to be issued each year; and
11. Owners are responsible and liable for the actions of their dogs.
Section II Chapter 26-10 Prohibitions of Chapter 26, Article IV, Dog Park Use Regulations:

1. Guardians may not supervise more than three dogs at one time;
2. Dogs deemed dangerous pursuant to city ordinance Chapter 8, section 8-66 are prohibited;
3. Cigarette smoking within the enclosed park is prohibited;
4. Dogs displaying aggressive behavior may be immediately removed from the park by the animal control officer or his or her designee;
5. Children's toys and sporting equipment are prohibited within the fenced area of the park; and
6. Due to health and safety concerns, children under the age of ten are prohibited from within the fenced area of the park.

Section III Chapter 26-103 Penalties of Chapter 26, Article IV Dog Park Use Regulations:

1. Whoever violates any provision of this article shall be subject to a fine of $25.00 for the first offense and $50.00 for any subsequent offense.
2. The animal control officer may revoke any existing dog park pass and/or prohibit future participation in the pass program for those who violate any provision of this article.

Section IV Chapter 26-0104, Article IV Dog Park Tag Fees:

1. Dog park tags shall be issued at an annual fee of $25.00 per dog.
2. All fees received by the park, recreation and community services department shall be deposited into a revolving fund account. Said receipts shall be expended solely for the administration, care and maintenance of the dog park at Leslie’s Retreat Park. Each fiscal year, said receipts may be expended by the director of park, recreation and community services upon recommendation by the mayor and vote of the city council.
Section V. Chapter 26-105, Article IV Enforcement and Appeal.

1. The animal control officer and the Salem Police Department shall have the authority to enforce this article. Notice of an enforcement action shall be delivered to the director of park, recreation and community services.

2. Any person aggrieved by the decision of the animal control officer may appeal to the chief of police or his designee.

Section VI.

1. This Ordinance shall take effect as provided by the City Charter.
Rosselli Park
Proposed Dog Park

Site Plan 1
12,674 Sq. Ft.

Attachment: Exhibit H (2027 : Dog Park)
Site Plan 2
11,000 Sq. Ft.

Avg. 15 ft buffer from sidewalk
Vegetation along fence

Rosselli Park
Proposed Dog Park