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

I. CITY MANAGER AND CITY ATTORNEY REPORT

II. DISCUSSION

1. Florida League of Cities Annual Business Meeting

2. Approve purchase and installation of additional parking pay stations and meters from Flowbird (previously CALE) in the amount of $40,705

3. Purchase and Sale Agreement for the property located at 10451 Gulf Blvd, Treasure Island to be used as City of Treasure Island City Hall

III. OLD BUSINESS

IV. CITY COMMISSION REPORTS

V. PUBLIC COMMENT

VI. ADJOURN

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

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

TO: Mayor and City Commission

FROM: Garry Brumback, City Manager

SUBJECT: Florida League of Cities

BACKGROUND
The 93rd Annual Conference, hosted by the Florida League of Cities will take place in Orlando, August 15-17, 2019. The League’s Annual Business Meeting will take place on Saturday, August 17, 2019 at 9:00 AM. Mayor Lunn is the voting delegate for the City of Treasure Island.

POLICY / PURPOSE
Active Participation in the Florida League of Cities provides the City of Treasure Island the opportunity to be part of a united voice for Florida’s municipal governments.

STRATEGIC PLAN RELEVANCE
N/A

ANALYSIS / DISCUSSION
8 resolutions have been proposed for consideration by the FLC Resolutions Committee. While Mayor Lunn will represent the City and vote on behalf of the City, we would like to receive any input the Commission may have regarding the proposed resolutions.

Resolutions to consider:

1) City of Bartow - a thank you for allowing Leo Longworth to serve as President (Recommend Support)
2) Florida City Government Week - designating the week of 21-27 October as City Government Week (Recommend Support)
3) Census Partnership 2020 - pledging support at the state and local level for an accurate census (Recommend Support)
4) “Citizens for Energy Choice” Constitutional Amendment (Recommend Support for this resolution opposing the amendment)

2019-04
A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES INC., OPPOSING THE “RIGHT TO COMPETITIVE ENERGY MARKET FOR CUSTOMERS OF INVESTOR-OWNED UTILITIES; ALLOWING ENERGY CHOICE” INITIATIVE, WHICH PROPOSES AN AMENDMENT TO FLORIDA’S CONSTITUTION THAT, IF ADOPTED, WILL CRIPPLE LOCAL GOVERNMENT REVENUES, DIMINISH HOME RULE POWER AND IMPAIR EXISTING CONTRACTS.

5) Requirements ADA Website Compliance - request for the DOJ to establish standards for government websites to comply with ADA (Recommend Support)

6) Reauthorization of National Flood Insurance Program - Recommend Support)

7) Broadband Infrastructure (Recommend Support)

2019-07
A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES INC., URGING CONGRESS TO RECOGNIZE AND WORK TO ACHIEVE BROADBAND ACCESS AND AFFORDABILITY; SUPPORTING INCLUSION OF BROADBAND INFRASTRUCTURE IN FEDERAL INFRASTRUCTURE INVESTMENTS; AND AFFIRMING SUPPORT FOR LOCAL CONTROL OF BROADBAND INFRASTRUCTURE SITING.

8) Community Development Block Grant (CDBG) - not applicable to us however, a program worth supporting for those that need it)

FUNDING
N/A

RECOMMENDATIONS
I am recommending the Commission provide feedback and comments regarding the proposed resolutions. This will allow Mayor Lunn’s vote to be a true representation of the City’s stance.

ATTACHMENTS
- Resolution Packet
Proposed Resolutions
93rd Annual Conference

August 15-17, 2019

Orlando World Center Marriott
8701 World Center Drive
Orlando, FL 32821
407-239-4200

FLC Staff Contact: Allison Payne

Please forward this packet to your cities voting delegate.
Memorandum

To: Key Officials

From: Michael Sittig, Executive Director

Re: Transmittal of the 2019 Proposed Resolutions

Date: July 17, 2019

Attached are the proposed resolutions that are being submitted for consideration by the FLC Resolutions Committee, which will convene on Friday, August 16, at 9:15 a.m., in conjunction with the League’s Annual Conference at the World Center Marriott, Orlando, Florida.

The Resolutions Committee is charged with considering official resolutions relating principally to constitutional, congressional and commemorative issues. The committee will review and vote on each resolution and then forward the committee’s recommendations to the League’s membership at the Business Session, which will take place on Saturday, August 17, at 9:00 a.m.

It is at the Business Session where the League’s voting delegates vote on the Report of the Resolutions Committee. Please forward this packet to your city’s voting delegate in preparation for the Business Session. Please note proposed resolutions are subject to change by the Resolutions Committee.

Proposed resolutions may also be submitted directly to the Resolutions Committee or the Business Session. These resolutions will be considered late-filed and will require a favorable two-thirds vote of the committee or the voting delegates, respectively, in order for them to be considered. Therefore, additional resolutions may be proposed at the conference.

Should you have any questions, please contact Allison Payne at the League office at (850) 701-3602 or e-mail: apayne@flcities.com.

Attachments
2019 RESOLUTIONS/LEGISLATIVE COMMITTEE

Chair: Councilman Isaac Salver, Town of Bay Harbor Islands
First Vice President, Florida League of Cities

Vice Chair: Commissioner Tony Ortiz, City of Orlando
Second Vice President, Florida League of Cities

LOCAL AND REGIONAL LEAGUE REPRESENTATIVES

Gib Coerper, Mayor, City of Alachua
    President, Alachua County League of Cities
Billy Rader, Commissioner, City of Panama City
    President, Bay County League of Cities
Traci Callari, Commissioner, City of Hollywood
    First Vice President, Broward League of Cities
Dan Vincent, Commissioner, Town of Lady Lake
    President, Lake County League of Cities
Carol Carter, Commissioner, City of Anna Maria
    President, Manasota League of Cities
Claudia Cubillos, Mayor, Village of El Portal
    President, Miami-Dade County League of Cities
Tom Deville, Mayor, Town of Penney Farms
    President, Northeast Florida League of Cities
Bill Schaetzle, Council Member, City of Niceville
    President, Northwest Florida League of Cities
Margaret McLemore, Mayor, City of Mary Esther
    President, Okaloosa County League of Cities
Jeff Hmara, Councilman, Village of Royal Palm Beach
    President, Palm Beach County League of Cities
Sam Fite, Mayor, City of Bowling Green
    President, Ridge League of Cities
Bill Ribble, Vice Mayor, Village of Estero
    President, Southwest Florida League of Cities
Mike Miller, Commissioner, City of Cocoa Beach
    President, Space Coast League of Cities
John Carroll, Commissioner, City of Largo
    President, Suncoast League of Cities
Drinda Merritt, Mayor, Town of Inglis
    President, Suwanee River League of Cities
Vinny Barile, Mayor, Town of Sewall’s Point
    President, Treasure Coast League of Cities
Pat Bates, Mayor, City of Altamonte Springs
    President, Tri-County League of Cities
John Penny, Commissioner, City of Holly Hill
    President, Volusia League of Cities
FLC POLICY COMMITTEE REPRESENTATIVES

Stu Glass, Mayor, Town of Indialantic  
Chair, Utilities, Natural Resources & Public Works
Paul Shalhoub, Vice Mayor, Town of Lake Clarke Shores  
Chair, Finance, Taxation & Personnel Committee
Jolien Caraballo, Councilwoman, City of Port St. Lucie  
Chair, Land Use and Economic Development Committee
Elvis Maldonado, Councilman, City of Homestead  
Chair, Transportation & Intergovernmental Relations Committee
Dan Saracki, Council Member, City of Oldsmar  
Chair, Municipal Administration Committee
Willie Shaw, Commissioner, City of Sarasota  
Chair, Federal Action Strike Team
Teresa Watkins Brown, Councilwoman, City of Fort Myers  
Chair, Advocacy Committee

MUNICIPAL ASSOCIATION REPRESENTATIVES

Clayton Parker, Building Services, City of Sunny Isles Beach  
President, Building Officials Association of Florida
Bea Meeks, City Clerk, City of Edgewood  
President, Florida Association of City Clerks
Shannon Lewis, City Manager, City of Melbourne  
President, Florida City & County Management Association
Darrel Donnatto, Fire Chief, Palm Beach Fire Rescue  
President, Florida Fire Chiefs’ Association
Ken Burke, Clerk of the Circuit Court and Comptroller, Pinellas County  
President, Florida Government Finance Officers Association
Kevin Ruane, Mayor, City of Sanibel  
President, Florida League of Mayors
Karen Lanke, IT Director, City of Aventura  
Secretary, Florida Local Government Information Systems Association
Kyle Shephard, Director of Intergovernmental Relations, City of Orlando  
Immediate Past President, Florida Municipal Attorneys Association
Todd DeAngelis, Chief Communications Officer, City of Parkland  
President, Florida Municipal Communicators Association
Kenneth Albano, Chief of Police, Temple Terrace Police Department  
President, Florida Police Chiefs Association
Gail K. Hamilton, Director, Community Redevelopment Agency, City of Zephyrhills  
President, Florida Redevelopment Association
FLC-SPONSORED PROGRAM REPRESENTATIVES

Scott Black, Commissioner, City of Dade City
   Chair, Florida Municipal Insurance Trust
Susan Starkey, Council Member, Town of Davie
   Vice-Chair, Florida Municipal Loan Council
Dominick Montanaro, Councilman, City of Satellite Beach
   Chair, Florida Municipal Pension Trust
Frank Ortis, Mayor, City of Pembroke Pines
   Chair, Florida Municipal Investment Trust

AT LARGE MEMBER RECOMMENDATIONS

Fred Forbes, Councilman, City of Bonita Springs
Sandra Bradbury, Mayor, City of Pinellas Park
Roget Bryan, Village Attorney, Village of Islamorada, Village of Islands
Steve Wilson, Mayor, City of Belle Glade
Gigi Simmons, Commissioner, City of Gainesville
Darrel Thomas, Chief Financial Officer, City of Weston
Mark Ryan, City Manager, City of Indian Harbour Beach
Nancy Sikes-Kline, Commissioner, City of St. Augustine
Robin Hayes, City Manager, City of Mount Dora
Christina Romelus, Commissioner, City of Boynton Beach
Grover Robinson, Mayor, City of Pensacola
Anne Huffman, Vice Mayor, City of Haines City
Gary Price, Vice Mayor, City of Naples
TiAnna Hale, Commissioner, City of Winter Springs
Greg Ross, Mayor, City of Cooper City
Procedures for Submitting Resolutions
Florida League of Cities’ 93rd Annual Conference
World Center Marriott, Orlando, Florida
August 15-17, 2019

(1) Proposed resolutions must be submitted in writing, to be received in the League office by July 10, 2019, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.

(2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)

(3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.

(4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.

(5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.

(6) Proposed resolutions must address either federal issues, state constitutional issues, matters directly relating to the conference, matters recognizing statewide or national events or service by League officers. All other proposed resolutions will be referred for adoption to either the Florida League of Cities Board of Directors or FLC President.

(7) Proposed resolutions must directly pertain to municipal affairs (see attached).

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.
Florida League of Cities, Inc.
By-Laws
August 15, 2015

Article VII – Legislative Matters

It shall be the policy of the League to sponsor or support only legislation pertaining to the welfare of its members, and to refrain from sponsorship or support of legislation not directly pertaining to municipal affairs. Any committee or representative of the League officially charged with representing the views of the League before the Legislature of Florida, or the Congress of the United States, or other official agencies on measures sponsored by the League or considered to be beneficial or detrimental to municipal government, shall confine their representation before such legislative bodies to matters pertaining directly to municipal affairs. “Municipal affairs” means issues that directly pertain to the members’ governmental, corporate, and proprietary powers to conduct municipal government, to perform municipal functions, to render municipal services, to exercise any power for municipal purposes, and to raise and expend revenues.
Proposed Florida League of Cities 2019 Resolutions

1. City of Bartow
2. Florida City Government Week
3. Census Partnership 2020
5. Requirements for ADA Website Compliance
6. Reauthorization of the National Flood Insurance Program
7. Broadband Infrastructure
8. Community Development Block Grant (CDBG)
1. City of Bartow
2019-01

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC.,
EXPRESSING APPRECIATION TO BARTOW, FLORIDA, FOR ITS
SUPPORT OF LEO E. LONGWORTH AS PRESIDENT OF THE FLORIDA
LEAGUE OF CITIES.

WHEREAS, Leo E. Longworth, commissioner of Bartow, Florida, served as president of
the Florida League of Cities from 2018 through 2019; and

WHEREAS, the citizens, mayor, commissioners and staff of Bartow were most
understanding of the demands placed upon Commissioner Longworth in his role as president of
the League; and

WHEREAS, during his presidency, Commissioner Longworth focused on engaging and
educating Florida residents about local self-government with the “We Live Local” initiative; and

WHEREAS, the membership and staff of the League recognize that the commitment of
the City of Bartow to Commissioner Longworth’s presidency ensured his active participation in
League activities and unselfish service to the League and permitted him to successfully promote
the programs, projects and philosophy of the League during the past year; and

WHEREAS, the membership and staff of the League also wish to recognize and personally
thank all of the dedicated Bartow city staff for their efforts in providing outstanding assistance to
President Longworth and the FLC staff in coordinating his duties with the city and with the League
and all city staff went above and beyond the call of duty, and their outstanding contributions to
this effort are applauded and greatly appreciated.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF
CITIES, INC.:

Section 1. The Florida League of Cities, Inc., membership and staff do officially and
personally appreciate the commitment Bartow’s citizens, commissioners and staff made to
Commissioner Longworth’s presidency.

Section 2. A copy of this resolution be presented to the City of Bartow.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled
at the League’s 93rd Annual Conference, at the Orlando World Center Marriott, Orlando, Florida,
this 17th Day of August 2019.

Isaac Salver, First Vice President
Florida League of Cities, Inc.
Councilman, Town of Bay Harbor Islands

ATTEST:  
Michael Sittig, Executive Director  
Florida League of Cities, Inc.

Submitted by: FLC Staff
2. Florida City Government Week
2019-02

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE WEEK OF OCTOBER 21-27, 2019, AS “FLORIDA CITY GOVERNMENT WEEK” AND ENCOURAGING ALL FLORIDA CITY OFFICIALS TO SUPPORT THIS CELEBRATION BY PARTICIPATING IN THE “MY CITY: I’M PART OF IT, I’M PROUD OF IT!” ACTIVITIES.

WHEREAS, city government is the government closest to the people and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of the services provided by cities and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the significant role played by city government in our lives and to spread the word to all Floridians that they can shape and influence this level of government, which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of activities.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc., encourages all city officials, city employees, school officials and citizens to participate in events that recognize and celebrate Florida City Government Week.

Section 2. The Florida League of Cities, Inc., supports and encourages all city governments to promote, sponsor and participate in My City: I’m Part of It, I’m Proud of It!

Section 3. A copy of this resolution be provided to Florida Governor Ron DeSantis, the Florida Cabinet, the Florida School Boards Association and the membership of the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League’s 93rd Annual Conference, at the Orlando World Center Marriott, Orlando, Florida, this 17th Day of August 2019.
Leo E. Longworth, President
Florida League of Cities, Inc.
Commissioner, City of Bartow

ATTEST:

Michael Sittig, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff
3. Census Partnership 2020
2019-03

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC.,
AFFIRMING SUPPORT FOR AND A PARTNERSHIP WITH STATE AND
LOCAL LEADERS TO ENSURE AN ACCURATE 2020 CENSUS.

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a
count of the population; and

WHEREAS, the members of the Florida League of Cities are committed to ensuring every
resident is counted; and

WHEREAS, a successful census program integrates federal, state and local resources
within each level of government so that a true intergovernmental partnership is achieved for a
timely and accurate count; and

WHEREAS, more than $675 billion per year in federal and state funding is allocated to
communities based upon population, and said funding supports public health care, community
development, housing, education, transportation, social services, employment and more; and

WHEREAS, census data collected in 2020 will also factor into how many seats each state
will have in the U.S. House of Representatives, as well as the redistricting of state legislatures and
many county and some city voting districts; and

WHEREAS, each Census Bureau employee takes a lifetime oath to protect confidentiality
and ensure that data identifying respondents or their household will not be released or shared; and

WHEREAS, a united voice from businesses, government, community-based and faith-
based organizations, educators, media and others will allow the 2020 census message to reach a
broader audience, providing trusted advocates who can spark positive conversations about the
2020 census.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF
CITIES, INC.:

Section 1. The Florida League of Cities, Inc., unanimously supports the goals and ideals
for the 2020 census.

Section 2. The Florida League of Cities, Inc., will be a resource throughout the census
process and also encourages cities to disseminate 2020 census information to maximize
participation and ask all Floridians to partner together to achieve an accurate and complete count.

Section 3. The Florida League of Cities, Inc., encourages members to participate in events
and initiatives that will raise awareness of the 2020 census and increase participation among all
populations.

Section 4. A copy of this resolution be provided to the southeast office of the U.S. Census
and also shared with the membership of the Florida League of Cities, Inc.
PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League’s 93rd Annual Conference, at the Orlando World Center Marriott, Orlando, Florida, this 17th Day of August 2019.

Leo E. Longworth, President
Florida League of Cities, Inc.
Commissioner, City of Bartow

ATTEST: ____________________________
Michael Sittig, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff
4. "Citizens for Energy Choice"

Constitutional Amendment
A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES INC.,
OPPOSING THE “RIGHT TO COMPETITIVE ENERGY MARKET FOR
CUSTOMERS OF INVESTOR-OWNED UTILITIES; ALLOWING
ENERGY CHOICE” INITIATIVE, WHICH PROPOSES AN
AMENDMENT TO FLORIDA’S CONSTITUTION THAT, IF ADOPTED,
WILL CRIPPLE LOCAL GOVERNMENT REVENUES, DIMINISH HOME
RULE POWER AND IMPAIR EXISTING CONTRACTS.

WHEREAS, a special interest group called Citizens for Energy Choice is gathering
signatures in support of an initiative petition to amend Florida’s Constitution titled “Right to
Competitive Energy Market for Customers of Investor-Owned Utilities; Allowing Energy
Choice” initiative; and

WHEREAS, this initiative would generally grant customers of investor-owned electric
utilities the right to choose their electricity provider and to generate and sell electricity, require
the Legislature to adopt laws providing wholesale and retail markets for electricity generation
and supply, and limit investor-owned utilities to construction, operation and repair of electrical
transmission and distribution systems; and

WHEREAS, the initiative is currently under review by the Florida Supreme Court to
determine whether the initiative’s Ballot Title and Summary meets the requirements of law for
placement on the 2020 general election ballot; and

WHEREAS, the Florida League of Cities, the Florida Association of Counties, the
Florida Sheriffs Association, the Florida Police Benevolent Association, Audubon Florida, The
Nature Conservancy, the Florida Chamber of Commerce, the Florida attorney general and many
others have challenged the sufficiency of the Ballot Title and Summary of the initiative,
contending the language violates the single-subject requirement of the Florida Constitution, and
that it is vague and misleading to voters and, therefore, should be stricken from the ballot; and

WHEREAS, the Florida Supreme Court’s decision on the Ballot Title and Summary may
not be rendered for several months and the outcome of that decision cannot be predicted; and

WHEREAS, initiative sponsors continue campaigning statewide to elicit support for the
proposal and to gather sufficient signatures for the initiative to be placed on the 2020 general
election ballot; and

WHEREAS, initiative sponsors fail to adequately inform Florida’s citizens of the true
impact it will have on Florida, especially on Florida’s local governments; and

WHEREAS, if passed, the initiative would materially and adversely impact local
government electric utility franchise fees, public service taxes and ad valorem taxes; and
WHEREAS, if passed, the initiative would strip local governments of their Home Rule powers to determine who provides electric utility service within their jurisdictions; and

WHEREAS, if passed, the initiative would abolish the basis for exclusive franchises for the generation and sale of electricity, which are contractual in nature and largely created by legislative acts of local governments; and

WHEREAS, the loss of these franchise agreements could result in the loss of over $700 million in local government annual revenue; and

WHEREAS, if passed, the initiative would cause Florida’s local governments to incur significant revenue losses from a diminution in public service tax revenues levied on the purchase of electricity within their jurisdictions and in ad valorem revenues from the divestiture of investor-owned utility assets; and

WHEREAS, if passed, the initiative would impair the contractual arrangements that numerous local governments have with investor-owned utilities to purchase and sell electricity to their citizens; and

WHEREAS, drastic changes to Florida’s energy regulatory policy should be done legislatively, not through a constitutional amendment; and

WHEREAS, the Energy Choice Initiative is the wrong choice for Florida, as similar “deregulation” efforts have demonstrated in nearly every state that has tried it.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc. urges Floridians to be aware that the Energy Choice Initiative is deceptive and misleading.

Section 2. The Florida League of Cities, Inc., urges Florida’s residents to not sign any petitions to support the Energy Choice Initiative.

Section 3. A copy of this resolution be provided to the membership of the Florida League of Cities, Inc., and other interested parties.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League’s 93rd Annual Conference, at the Orlando World Center Marriott, Orlando, Florida, this 17th Day of August 2019.

Leo E. Longworth, President
Florida League of Cities, Inc.
Commissioner, City of Bartow

ATTEST:

______________________________
Michael Sittig, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff
5. Requirements for ADA Website Compliance
2019-05

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING THE U.S. DEPARTMENT OF JUSTICE TO CLARIFY THE REQUIREMENTS FOR MUNICIPAL WEBSITES TO BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.

WHEREAS, the Americans with Disabilities Act (ADA) became law in 1990 and requires public entities to make their programs, services and activities accessible to individuals with disabilities; and

WHEREAS, in an effort to provide increased transparency and resources for their residents, cities are providing more information on their municipal websites; and

WHEREAS, over the last two years, there has been a steady increase in legal claims challenging business and public entity websites as not being in compliance with the ADA; and

WHEREAS, because of these legal claims, cities are faced with a difficult decision of scaling back information posted on their websites or face liability exposure; and

WHEREAS, the U.S. Department of Justice initiated and then halted rulemaking to clarify website accessibility standards, which contributed to the rising ADA legal claims.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc., urges President Donald Trump and Congress to direct the Department of Justice to establish a clear standard to make government websites ADA compliant and decrease the costly litigation cities and other stakeholders are facing.

Section 2. A copy of this resolution be sent to President Donald Trump, the Florida Congressional Delegation, the U.S. attorney general, the National League of Cities and the membership of the Florida League of Cities, Inc.

Section 3. This resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League’s 93rd Annual Conference, at the Orlando World Center Marriott, Orlando, Florida, this 17th Day of August 2019.

Leo E. Longworth, President
Florida League of Cities, Inc.
Commissioner, City of Bartow

ATTEST: 
Michael Sittig, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff
6. Reauthorization of the National Flood Insurance Program
A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS TO REAUTHORIZE THE NATIONAL FLOOD INSURANCE PROGRAM.

WHEREAS, floods are the most common and destructive natural disaster in the United States and Florida; and

WHEREAS, Congress created the National Flood Insurance Program (NFIP) in 1968 to make affordable flood insurance available to homeowners, renters and business owners in exchange for using FEMA generated Flood Insurance Rate Maps for floodplain management by participating communities; and

WHEREAS, the Flood Disaster Act of 1973 requires the purchase of flood insurance as a condition of receiving any form of federal or federal-related financial assistance for acquisition or construction purposes with respect to the insurance of buildings; and

WHEREAS, the NFIP provides affordable flood insurance to property owners by encouraging local governments to adopt and enforce floodplain and water management regulations, best practices and techniques; and

WHEREAS, these mitigation efforts reduce and prevent flooding on new and improved structures, thereby saving lives and reducing injuries, reducing economic losses, maintaining and protecting critical infrastructure, and reducing the liability borne by local governments and their elected officials; and

WHEREAS, flooding is a serious risk in Florida due to the state’s geography and proximity to water, both coastal and inland; and

WHEREAS, this issue is a critical concern for our state, as Florida has the largest number of participants in the NFIP with more than 1.7 million policies in force; and

WHEREAS, the NFIP is set to expire on September 30, 2019; and

WHEREAS, a lack of long-term reauthorization causes uncertainty for beneficiaries and providers; and

WHEREAS, there is still no viable private market for homeowners and businesses to acquire sufficient flood insurance coverage; and

WHEREAS, accurate mapping is fundamental for local governments to assess and communicate risk to their communities and property owners; and

WHEREAS, the current mapping process often results in local governments having to fight inaccurate maps that do not take into account locally built flood protection features and
communities building off of outdated mapping, which results in artificially inflated risk. Further, many areas of the country are not mapped or mapped accurately, which results in communities not being aware that they are at risk of flooding; and

WHEREAS, it is incumbent upon all of us to have a long-term, sustainable and viable NFIP with rates that are affordable.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc., urges Congress to reauthorize the NFIP and to keep flood insurance rates affordable for primary, non-primary and business properties while balancing the fiscal solvency of the program.

Section 2. In order for local governments to help their communities and property owners to adequately prepare for risk, Congress should provide additional resources to FEMA to utilize the best technology and methods available to improve the mapping process, including seeking the input from local government officials prior to approving any flood map that could impact local zoning rules.

Section 3. A copy of this resolution be sent to President Donald Trump, the Florida Congressional Delegation, the National League of Cities and the membership of the Florida League of Cities, Inc.

Section 4. This resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League’s 93rd Annual Conference, at the Orlando World Center Marriott, Orlando, Florida, this 17th Day of August 2019.

   ____________________________
Leo E. Longworth, President
Florida League of Cities, Inc.
Commissioner, City of Bartow

ATTEST:
   ____________________________
Michael Sittig, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff
7. Broadband Infrastructure
A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES INC., URGING CONGRESS TO RECOGNIZE AND WORK TO ACHIEVE BROADBAND ACCESS AND AFFORDABILITY; SUPPORTING INCLUSION OF BROADBAND INFRASTRUCTURE IN FEDERAL INFRASTRUCTURE INVESTMENTS; AND AFFIRMING SUPPORT FOR LOCAL CONTROL OF BROADBAND INFRASTRUCTURE SITING.

WHEREAS, broadband infrastructure has become an economic necessity for Florida cities, driving education, health care, public safety, economic growth and operating efficiency in a 21st century economy; and

WHEREAS, sufficient broadband infrastructure has become increasingly necessary to support all forms of infrastructure, from smart-meter electrical grids and connected traffic management networks to sensor-enabled water and sewer systems; and

WHEREAS, robust broadband is needed to support the deployment of advances in smart city technologies, as well as autonomous vehicles and unmanned aerial systems (drones); and

WHEREAS, a competitive and sustainable broadband industry is driving innovations, community and economic development, educations, health care and government services; and

WHEREAS, access to broadband can increase residential property values, increase commercial business activity and spur viable employment options in isolated communities; and

WHEREAS, universal access to affordable broadband should be considered essential infrastructure that contributes to economic health and survival of communities across Florida; and

WHEREAS, the availability and adoption of quality broadband service can vary dramatically from one neighborhood to another, even in heavily populated urban areas, and a substantial number of individuals in poor and rural communities have limited internet access, and where broadband access is limited, citizens have limited access to information, education and tools for economic independence; and

WHEREAS, historically, local governments have ensured access to essential services not offered by the private sector by banding together to provide those services at a reasonable and competitive cost; and

WHEREAS, attempts continue to be made to limit or stop further local government deployment of municipal broadband services, which has the potential of reducing the ability of local government to provide important information and services to their citizens in a timely, efficient and cost-effective manner; and
WHEREAS, local governments should not be preempted by the federal or state
government from being able to offer broadband services, high-speed internet and other
communications services that could advance the deployment of broadband throughout our
nation; and

WHEREAS, the Federal Communications Commission (FCC) has enacted regulations
that substantially limit the traditionally held authority of local governments over the placement
of wireless infrastructure and local governments’ ability to assess fair compensation to taxpayers
for use of public property, subsidizing wireless carriers’ development while undermining local
efforts to expand broadband access; and

WHEREAS, the economic health of municipalities depends on public and private
investment to connect their communities.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF
CITIES, INC.:

Section 1. The Florida League of Cities, Inc., urges the federal government to recognize
and work to provide affordable and competitively priced broadband access; provide appropriate
standards for broadband speed, reliability, and connectivity that allow Floridians to compete in
the global economy and open more opportunities to deliver robust services more economically
and universally.

Section 2. The Florida League of Cities, Inc., urges Congress and the FCC to protect
traditionally held authority of local governments over the placement of wireless infrastructure.

Section 3. The Florida League of Cities, Inc., urges Congress to support policies that
promote municipal broadband, preserve the authority of local governments to act in the interest
of their citizens by offering high speed Internet and other communications services, and preempt
states from barring local governments from offering such services in their communities.

Section 4. The Florida League of Cities, Inc., urges Congress to include and incorporate
federal investment in broadband in any federal infrastructure proposal to strengthen the nation’s
infrastructure network while promoting economic development in our municipalities.

Section 5. The Florida League of Cities, Inc., calls on the FCC to examine all best
practices and potential obstacles to expanded broadband deployment and adoption, including
obstacles created by federal or industry practices that stymie local and consumer efforts to
expand broadband access.

Section 6. A copy of this resolution be sent to President Donald Trump, the Florida
Congressional Delegation, the National League of Cities and the membership of the Florida
League of Cities, Inc.
PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League’s 93rd Annual Conference, at the Orlando World Center Marriott, Orlando, Florida, this 17th Day of August 2019.

Leo E. Longworth, President
Florida League of Cities, Inc.
Commissioner, City of Bartow

ATTEST:

Michael Sittig, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff
8. Community Development Block Grant (CDBG)
2019-08

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS TO MAINTAIN FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Community Development Block Grant (CDBG) program was enacted and signed into law by President Gerald Ford as the centerpiece of the Housing and Community Development Act of 1974; and

WHEREAS, the CDBG program has as its primary objective “the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income”; and

WHEREAS, the CDBG program has considerable flexibility to allow municipalities to carry out activities that are tailored to their unique affordable housing and neighborhood revitalization needs; and

WHEREAS, the National League of Cities, the U.S. Conference of Mayors, the National Association of Counties, and other state and local government-sector associations are unanimous in their support of the CDBG and the need to keep this program intact; and

WHEREAS, according to the U.S. Department of Housing and Urban Development, the CDBG is most commonly used to support activities that improve the quality of life in communities; to promote energy conservation and renewable energy resources; for construction of and improvements to public infrastructure such as streets, sidewalks, and water and sewer facilities; and for small business assistance to spur economic development and job creation/retention; and

WHEREAS, last year Congress increased funding for CDBG for the first time since 2010 from $3 billion to $3.3 billion; and

WHEREAS, nationally, for every dollar of CDBG funding invested in a project, another $4.09 is leveraged from other sources; and

WHEREAS, the CDBG program has created or retained more than 421,000 jobs for low- and moderate-income persons through a variety of economic development activities.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.: 

Section 1. The Florida League of Cities, Inc., appreciates Congress increasing funding for CDBG and urges Congress to continue providing at least $3.3 billion in formula funding for CDBG.
Section 2. A copy of this resolution be sent to the Florida Congressional Delegation, the National League of Cities, the secretary of the U.S. Department of Housing and Urban Development, and the membership of the Florida League of Cities, Inc.

Section 3. This resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League’s 93rd Annual Conference, at the Orlando World Center Marriott, Orlando, Florida, this 17th Day of August 2019.

Leo E. Longworth, President
Florida League of Cities, Inc.
Commissioner, City of Bartow

ATTEST:
Michael Sittig, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff
CITY OF TREASURE ISLAND
AGENDA COVER MEMORANDUM

July 23, 2019 Item No. 2.2

DATE: 

TO: Garry Brumback, City Manager

FROM: Amy Davis, Finance Director / Assistant City Manager

SUBJECT: Approve purchase and installation of additional parking pay stations and meters from Flowbird (previously CALE) in the amount of $40,705

BACKGROUND AND ANALYSIS

The City currently has 430 metered parking spaces, with 78 of those added in an expansion effort referred to as Phase I in FY 2017 which has resulted in an increase in our parking revenue. Staff is recommending an additional four parking areas to metered, which will add 42 spaces for a total of 472 metered parking spaces city-wide.

The City has a 3-year contract for the purchase and software support with Flowbird (previously CALE) that resulted from request for proposal in FY 2017. Flowbird has offered a refurbished pay station with their new touch-pad screen, walk-up solar-powered light bar, and installation cost per unit at $6,640. Because our experience with pay station is much better than the individual meters, we are recommending whenever possible to install pay stations. These refurbished pay stations are used casing that has been re-powder coated with all new insides utilizing the latest technology that is now the new standard in the Flowbird pay stations.

POLICY / PURPOSE

To purchase additional pay stations and meters to expand the number of metered parking spaces in the City for revenue generating purposes.

STRATEGIC PLAN RELEVANCE

This item will serve to fulfil Goal 2 of the Strategic Plan: Create and maintain functional and cost-effective City facilities and grounds to serve the needs of the community. This purchase fulfils a specific Action Plan and Objective by expanding and enhancing parking opportunities, thereby improving overall parking efficiency.

FUNDING
There is $28,400 budgeted in the Penny for Pinellas Fund, however, the purchase of the Rescue vehicle resulted in $8,400 of savings that will be able to cover the shortage of the budget versus total purchase cost. The remainder of the funding will come from the general fund account for parking program improvement account (001-5410-63000) where $25,000 is budgeted to make the necessary improvements to the parking areas.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>123-5300-63000</td>
<td>Penny budget for Paystations</td>
<td>$28,400</td>
</tr>
<tr>
<td>123-5300-64200</td>
<td>Penny budget for Rescue (savings)</td>
<td>$ 8,400</td>
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<tr>
<td>001-5410-63000</td>
<td>General Fund/Muni Svcs</td>
<td>$ 3,905</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$40,705</strong></td>
</tr>
</tbody>
</table>

This purchase authority is for the purchase for the recommended six (6) pay stations, plus the additional dual-meter that was purchased for 101 st Ave. E. a few months ago, and some contingency for installation costs for a total purchase authority of $40,705.

**RECOMMENDATIONS**

Staff recommends metering the parking spaces located along:

- Kingfish Drive (27 metered spaces), 3 pay stations
- 127 th Ave W. beach access (5 metered spaces), 1 pay station
- 102 nd Ave E street end (5 metered spaces), 1 pay station
- 101 st Ave W beach access (5 metered spaces), 1 pay station

Staff has noted some general and unique situations at these four locations that warrant adding metered parking at this time. Kingfish Drive-in the area around Gator’s Café-has had structured City parking for many years, albeit un-metered. There are numerous cars parked in the area on weekdays and weekends for traffic crossing over the bridge to walk to John’s Pass Village. The State recently installed “No Parking” signs adjacent to the southeast side of the bridge abutment in their right-of-way, moving those cars to the public spots directly in front of Gators. Additionally, this plan would refurbish the parking at Kingfish Park adding a marked accessible parking spot.

At the remaining three sites, the primary concern is overcrowded and unorganized parking especially on busy weekends. Given the very confined dimensions at these sites, there is little space available to build parking spots to acceptable standards. It is believed there is unacceptable overcrowding at these locations because they are currently un-metered lots adjacent to lots that are metered. Structuring these locations should adequately redistribute peak parking and minimize public safety and liability concerns.

**RECOMMENDATIONS**

Staff the metering parking spaces located along Kingfish Drive, 127 th Ave W. beach access, 102 nd Ave E street end, and 101 st Ave W beach access.

Staff recommends the purchase authorization of up to $40,705 with Flowbird for the purchase of pay stations and/or meters.

**MOTIONS**
I move to approve and authorize metering parking spaces located along Kingfish Drive, 127th Ave W. beach access, 102nd Ave E street end, and 101st Ave W beach access.

I move to approve and authorize the City Manager Purchase Authority up to $40,705 for the purchase of pay stations and/or meters from Flowbird.

**ATTACHMENTS**

Maps (4) of proposed expansion of metered parking
DATE:    July 15, 2019

TO:      Garry Brumback, City Manager

FROM:    Amy Davis, Finance Director / Assistant City Manager

SUBJECT: Purchase and Sale Agreement

BACKGROUND AND ANALYSIS

Last year, the Facilities Plan Project was put on hold after feedback from the City Commission and residents opposing several of the conceptual ideas presented for new City Facilities. One of the major items of concern was having the City Facilities placed within the Community Center Park. The City Commission challenged staff to come up with alternative ideas for consideration and as a result, the project was placed on hold indefinitely. Of additional concern was the estimated cost for new facilities which was estimated to be over $21 million.

Since that time, the potential to purchase an existing property with a building that is large enough and can be renovated to serve the purpose of a City Hall has presented itself. The City Manager and the property owner representatives have tentatively agreed on the purchase price of $6,350,000 to purchase the property/building located at 10451 Gulf Blvd and the contiguous vacant lot (parking lot) located on 105th Avenue.

The property is 1.42 acres of land, zoned PD-MU (Planned Redevelopment - Mixed Use) and an office building was constructed in 1982 with approximately 18,995 of usable square feet and 82 parking spaces. Currently, the building is an office-condominium building and is owner-occupied. The building is largely already suited for office use, however, there would have to be renovations to build a Commission Chambers and community spaces in addition to upgrading the technology and phone system. The property offers twice the amount of parking the current City Hall location has (82 versus 41 parking spaces).

Prior to agreeing to a purchase price staff obtained two appraisals from state certified appraisers. The appraisers selected after evaluation quotes and methodologies were: Valbridge Property Advisors and Tobias Realty Advisors. Valbridge Property Advisors appraised the property as of March 6, 2019 at $6,800,000 using two approaches to determine the value: Sales Comparison and Income approach. Tobias Realty Advisors appraised the property as of March 26, 2019 at $4,960,000 deeming the highest and best use was to demolish the existing facility.
and redeveloping the land as a major mixed-use project incorporating retail, restaurants, bars, entertainment venues and transient lodging units.

The purchase and sale agreement is contingent upon a successful bond validation, obtaining external financing and commission approval. The closing date is by December 31, 2019, however, it can be extended by the seller as outlined in the agreement. Per State Statutes, approval of a property acquisition where the purchase price is greater than the average of two appraisals requires a super majority affirmative vote (4 out of 5). The average appraised value of the two appraisals is $5,880,000 and the tentatively agreed upon purchase price is $6,350,000.

Currently, the property generates $39,856 in property taxes, however, if the City purchases the property, it would be removed from the tax rolls.

**POLICY / PURPOSE**

To approve the purchase agreement presented for the purchase of the property located at 10451 Gulf Boulevard and the contiguous vacant lot (parking lot) located on 105th Avenue for $6,350,000 to be used as the City of Treasure Island’s City Hall.

**STRATEGIC PLAN RELEVANCE**

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

**FUNDING**

Staff proposes the purchase and renovation of this property and adjacent property be funded through the issuance of tax-exempt debt through a bank loan.

Ordinance No. 2019-06 approved by the City Commission on June 6, 2019 authorized the issuance of a note and a bond validation process for an amount not to exceed $8,000,000, to include the purchase price, renovation and debt issuance costs. There will be a supplemental resolution to this Ordinance to approve a bank and note (projected to be in November/December), with an anticipated closing immediately following.

Debt service on the note will be payable through a covenant of the City to budget and appropriate legally available non-ad valorem revenues. It is anticipated that no more than a recurring revenue increase the equivalent of 0.0761 mil will be necessary to replace the non-ad valorem revenues currently meeting non-debt service expenses that will need to be re-directed to pay the debt service obligations of the new loan. This financing scenario is included in the Proposed FY 2020 City Budget.

**RECOMMENDATIONS**

Staff recommends the approval of the purchase and sale agreement for the purchase of the property located at 10451 Gulf Blvd, Treasure Island and adjacent vacant lot located on 105th Avenue in the amount of $6,350,000 to be used as City of Treasure Island City Hall.
MOTION

I move to approve and authorize the City Manager to execute the purchase and sale agreement for the purchase of the property located at 10451 Gulf Blvd, Treasure Island and adjacent vacant lot located on 105th Avenue in the amount of $6,350,000 to be used as City of Treasure Island City Hall.

ATTACHMENTS
Purchase and Sale Agreement
Appraisals are available in the Commission Conference Room
PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between the CITY OF TREASURE ISLAND, FLORIDA, a municipal corporation organized and existing under the Laws of Florida, whose address is 120 – 108th Avenue, Treasure Island, Florida 33706 (the "PURCHASER") and T.H.E. Insurance Company, a Louisiana insurance corporation, having an address of 10451 Gulf Boulevard, Treasure Island, Florida 33706 authorized to do business in the State of Florida, (the "SELLER"), (PURCHASER and SELLER collectively referred to as the "Parties").

In consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER, and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions set forth in this Agreement, the property located in Pinellas County, Florida (the "Property") and more particularly described as follows:

Parcel 1 (parking lot parcel):
Lot 4, Block 3, City of Treasure Island (Block 1, 3, 5, 6, 7 and 8), according to the plat thereof recorded in Plat Book 27, Pages 2 through 4, of the Public Records of Pinellas County, Florida, together with Lots 5 and 6, Block 27, Section A, Division 2, Treasure Island, according to the plat thereof recorded in Plat Book 18, Page 48, of the Public Records of Pinellas County, Florida, also together with that part of the alley Easterly thereof, replated in said Plat Book 27, less that part deeded to the State of Florida for road purposes as recorded in Deed Book 1280, Page 289, the foregoing explicitly described as follows:

Beginning at the Northwest corner of Lot 5 of Block 3 of said City of Treasure Island, and proceed thence South 19° 36' 57" East, a distance of 130.00 feet to the Southeast corner of Lot 4, Block 3 of said City of Treasure Island Blocks 1, 3, 5, 6, 7 and 8; thence North 89° 49' 27" West, a distance of 120.00 feet to the Southwest corner of said Lot 4, Block 3, on a curve, concave Northeasterly, having a radius of 1,860.08 feet, and a central angle of 04° 00' 19", thence on the arc of said curve a distance of 130.03 feet, said arc subtended by a chord which bears North 19° 36' 57" West, a distance of 130.00 feet to the curves end on the South right of way line of 105th Avenue and the North boundary of the aforesaid Lot 6, thence on said right of way and North boundary South 89° 49' 27" East, a distance of 120.00 feet to the POINT OF BEGINNING.

Parcel ID Number: 23-31-15-91836-003-0040

01162239-1

Seller Initials

Buyer Initials

Packet Pg. 48
Parcel 2 (condominium parcel):
Suite No(s) 201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404, 405, 501, 502, 503, 504 and 505, Jirgens Executive Center, a Condominium, according to the plat thereof recorded in Condominium Plat Book 53, Pages 80 through 83, together with all common areas, and being further described in that certain Declaration of Condominium recorded in OR Book 5236, Pages 1329 through 1374, inclusive, all of the Public Records of Pinellas County, Florida.

Parcel ID Numbers 23-31-15-44070-000-0001 (Common areas)
23-31-15-44070-000-2010 (Unit 201)
23-31-15-44070-000-2020 (Unit 202)
23-31-15-44070-000-2030 (Unit 203)
23-31-15-44070-000-2040 (Unit 204)
23-31-15-44070-000-2050 (Unit 205)
23-31-15-44070-000-3010 (Unit 301)
23-31-15-44070-000-3020 (Unit 302)
23-31-15-44070-000-3030 (Unit 303)
23-31-15-44070-000-3040 (Unit 304)
23-31-15-44070-000-3050 (Unit 305)
23-31-15-44070-000-4010 (Unit 401)
23-31-15-44070-000-4020 (Unit 402)
23-31-15-44070-000-4030 (Unit 403)
23-31-15-44070-000-4040 (Unit 404)
23-31-15-44070-000-4050 (Unit 405)
23-31-15-44070-000-5010 (Unit 501)
23-31-15-44070-000-5020 (Unit 502)
23-31-15-44070-000-5030 (Unit 503)
23-31-15-44070-000-5040 (Unit 504)
23-31-15-44070-000-5050 (Unit 505)

together with all of SELLER’s right, title and interest in and to the following property and rights:
(i) the Property, together with all easements, privileges, rights-of-way, riparian and other water rights, lands underlying any adjacent streets or roads, and appurtenances pertaining to or accruing to the benefit of the Property; (ii) all deposits, licenses, permits, authorizations, approvals, contract and general intangible rights pertaining to ownership, development and/or operation of the Property; and (iii) the development rights.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price will be paid to the SELLER for the Property in the amount of SIX MILLION THREE HUNDRED FIFTY THOUSAND and 00/100 Dollars ($6,350,000.00) ("Purchase Price"), subject to pro-rations and adjustment as hereinafter provided, and will be paid in cash, by wire transfer of United States Dollars at the Closing (hereinafter defined) to an account designated by SELLER. The Purchase Price and other consideration being given by the PURCHASER under this Agreement constitutes the total consideration to be paid to SELLER in connection with the acquisition of the Property.
3. ESCROW AGENT. PURCHASER and SELLER authorize LEWIS, LONGMAN & WALKER, P.A. to act as Escrow Agent (the "Escrow Agent"). The Escrow Agent will receive, deposit and hold funds in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Agreement. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to PURCHASER and SELLER, unless the misdelivery is due to Escrow Agent’s willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs, and will recover reasonable attorney's fees and costs to be paid from the escrowed funds which are charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

4. EFFECTIVE DATE. The effective date of this Agreement shall be the date upon which the last of SELLER and PURCHASER shall have signed this Agreement (“Effective Date”).

5. CLOSING. The purchase and sale transaction contemplated in this Agreement will close on or before ten (10) days following the satisfaction of the Conditions to Closing (hereinafter defined in Section 8 below) (the “Closing”), unless extended by paragraph 13 of this Agreement or by written agreement, signed by all parties, extending the Closing. Notwithstanding anything herein to the contrary, SELLER shall have the right to extend the Closing by two (2) periods of sixty (60) days each upon written notice to other party at least fifteen (15) days prior to the then scheduled Closing.

6. TITLE TO BE CONVEYED. At Closing, SELLER will convey to PURCHASER, by Warranty Deed of valid, good, marketable, and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions, except only the following (collectively, the “Permitted Exceptions”): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 7), to which PURCHASER fails to object, or which PURCHASER agrees to accept, pursuant to Section 7.1 and Section 7.2 of this Agreement.

7. FEASIBILITY PERIOD. The PURCHASER, and its designees will have ninety (90) days from the Effective Date of this Agreement (“Feasibility Period’’), at PURCHASER’s expense, to make inquiries to determine if the Property is suitable for its intended use and to enter upon the Property, at any time and from time to time with at least two (2) business days’ notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests, inspections, valuation appraisals and investigations of the Property, including but not limited to Environmental Phase I and Phase II investigations, which PURCHASER may deem reasonably necessary. PURCHASER shall obtain the prior written consent of SELLER prior to conducting any invasive testing of the Property, which consent shall not be unreasonably withheld, conditioned or delayed. During this Feasibility Period, PURCHASER may elect, in PURCHASER’s sole and absolute discretion, to terminate this Agreement. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER will: (i) leave the Property in substantially the condition existing on the Effective Date; (ii) will repair and restore any damage caused to the Property by PURCHASER’s testing.
and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER’s testing and investigation. SELLER agrees to indemnify and hold PURCHASER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney’s fees, for nonpayment for services rendered to SELLER or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER’s investigation of the Property. SELLERS’ obligations under this Section will survive the termination, expiration or Closing of this Agreement. PURCHASER agrees that it shall not disclose to third parties results of such reviews, inspections, or tests, as well as the contents of any of the Documents (hereinafter defined), except as may be necessary in order to effectuate the Closing of this transaction or upon lawful order of a governmental authority or as otherwise may be required by law.

7.1 Title Review. On or before thirty (30) days from the Effective Date, PURCHASER will obtain, at the PURCHASER’s expense, from a title company chosen by PURCHASER (the “Title Company”), an ALTA title insurance commitment (“Title Commitment”), covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. Any and all assessments, outstanding utility charges, liens and other matters not constituting Permitted Exceptions must be cleared by SELLER prior to or at Closing. PURCHASER will examine the Title Commitment and deliver written notice to SELLER no later than forty-five (45) days after the Effective Date notifying SELLER of any objections PURCHASER has to the condition of title (the “Title Objections”). If PURCHASER fails to deliver the Title Objections to SELLER within the aforesaid review period, title will be deemed accepted subject to the customary conditions set forth in the Title Commitment. If PURCHASER timely delivers the Title Objections, then SELLER shall then have a period of ten (10) days after its receipt of PURCHASER’s Title Objections (“Response Deadline”) within which to notify PURCHASER (“Seller’s Notice”) if SELLER has elected, in SELLER’s sole discretion, to attempt to cure the Title Objections, subject to the terms and conditions of this Section 7. If SELLER fails to deliver a Seller’s Notice by the Response Deadline, SELLER shall be deemed to have not elected to cure or otherwise resolve any matter set forth in PURCHASER’s notice of Title Objections. If SELLER elects to attempt to cure the Title Objections, SELLER shall have until 5 days prior to Closing (the “Cure Period”) to attempt to cure the Title Objections to PURCHASER’s reasonable satisfaction. If SELLER notifies PURCHASER in Seller’s Notice that SELLER will not attempt to cure the Title Objections, or if SELLER elects to attempt to cure the Title Objections but does not do so to PURCHASER’s reasonable satisfaction during the Cure Period, PURCHASER may elect, on or before five (5) business days after expiration of the Response Deadline with respect to matters that SELLER has elected (or is deemed to have elected) not to cure, or prior to expiration of the Cure Period for those matters SELLER has elected to attempt to cure, as the case may be, to either: (i) accept title subject to the Title Objections raised by PURCHASER which remain uncured without an adjustment in the Purchase Price, in which event such Title Objections shall be deemed to be waived for all purposes and shall be deemed to be Permitted Exceptions hereunder; or (ii) terminate this Agreement upon written notice to SELLER and Escrow Agent, whereupon this Agreement shall be of no further force and effect, except those provisions that survive termination.

Prior to the Closing, PURCHASER has the right to cause the Title Company to issue an updated Title Commitment (“Title Update”) covering the Property. If any Title Update

[Signature]
Seller Initials

[Signature]
Buyer Initials
contains any conditions which did not appear in the Title Commitment, and such items render title
unmarketable, PURCHASER will have the right to object to such new or different conditions in
writing prior to Closing. All rights and objections of the Parties with respect to objections arising
from the Title Update will be the same as objections to items appearing in the Title Commitment,
subject to the provisions of this Section.

7.2. **Survey Review.** On or before thirty (30) days following the Effective Date,
PURCHASER, at PURCHASER’s expense, may obtain a current boundary survey (the “Survey”)
of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of
an acre. If the Survey discloses encroachments on the Property or that improvements located
thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants
of this Agreement, or applicable governmental regulations, the same will constitute a title defect
and be governed by the provisions of Section 7.1 concerning title objections.

7.3 **SELLER DELIVERIES.**

SELLER will deliver to PURCHASER the following documents and instruments
within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

7.3.1 Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER’s possession with respect to the physical condition or operation of the Property, if any.

7.3.2 Copies of all licenses, variances, waivers, permits (including, but not limited to, all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Property, or any portion thereof (the “Governmental Approvals”), which are material to the use or operation of the Property and are in SELLER’s possession, if any, and any notices of violations of Governmental Approvals by any governmental or private authority having jurisdiction over the property or which are material to the use and operation of the Property and are in the SELLER’s possession.

7.3.3 Thirty (30) days before Closing, SELLER will execute and deliver a recorded Termination of the Jirgens Executive Center Condominium Association, Inc., to ESCROW AGENT, pursuant to Chapter 718, Florida Statutes and Paragraph 16 of the Declaration of Condominium of Jirgens Executive Center, a Condominium, recorded OR Book 5236, Page 1329, Public Records of Pinellas County, Florida. The Termination must include a joinder of any and all institutional mortgagees holding mortgages on the Property. Upon the recording of the Condominium Association Termination for Jirgens Executive Center Condominium Association, Inc., the SELLER will immediately submit a Parcel Consolidation Request to the Pinellas County Property Appraiser for the Property, and will provide a copy to ESCROW AGENT.

7.3.4 At Closing, SELLER will execute and deliver to PURCHASER an assignment of any Governmental Approvals that are applicable to the Property. SELLER warrants that to its actual present knowledge and at the time of Closing, there are no unrecorded instruments affecting the title to the Property, including, but not limited to any conveyances, easements, licenses or leases.

Seller Initials __________
Buyer Initials ______________
8. **CONDITIONS TO CLOSING.** PURCHASER will not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the “Conditions to Closing”) are either fulfilled or waived by PURCHASER in writing:

8.1. **Representations and Warranties.** All of the representations and warranties of SELLER contained in this Agreement are true and correct as of Closing.

8.2. **Condition of Property.** The physical condition of the Property is the same on the date of Closing as on the Effective Date, reasonable wear and tear excepted.

8.3. **Bond Validation.** Pursuant to the terms and conditions contained in this Agreement, the Parties agree that the sale and purchase of the Property is contingent on a successful PURCHASER-initiated bond validation process under Chapter 75, Florida Statutes, including any appeals, together with the passage of any resolution or ordinance creating and authorizing the issuance of the bond.

8.4 **External Financing.** Pursuant to the terms and conditions contained in this Agreement, the Parties agree that the sale and purchase of the Property is contingent on the PURCHASER’s securing external financing based on commercially reasonable terms for the completion of the subject purchase through with the passage of any resolution or ordinance creating and authorizing such financing.

8.5 **Commission Debt Approval.** The Parties agree that the sale and purchase of the Property is contingent on the City Commission for the City of Treasure Island, Florida’s approval of any debt and/or financing by PURCHASER in accordance with the City Charter, together with the passage of any resolution or ordinance approving same.

8.6 **Pending Proceedings.** At Closing, there is no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened that would impair SELLER’s rights and obligations under this Agreement, which has not been disclosed, prior to closing, and accepted by PURCHASER.

PURCHASER shall use its good faith best efforts to satisfy the Conditions to Closing on or before December 18, 2019, and keep SELLER reasonably informed as to the status of PURCHASER’s efforts. If any of the Conditions to Closing are not satisfied on or before January

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Seller Initials

Buyer Initials
31, 2020, either PURCHASER or SELLER shall have the right to terminate this Agreement upon written notice to the other, whereupon this Agreement shall be of no further force or effect except those provisions that survive termination.

8.7 Compliance with Laws and Regulations. To the best of the SELLER’s knowledge, the Property is in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes, requirements, licenses, permits and authorizations as of the date of Closing.

9. CLOSING DOCUMENTS. The PURCHASER will prepare, or cause to be prepared, the Closing documents set forth in this Section ("Closing Documents"), except for documents prepared by the SELLER. At Closing, SELLER and/or PURCHASER, as applicable, will execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments:

9.1. Deed. SELLER will execute a Warranty Deed (the “Deed”) conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

9.2 Seller’s Affidavits. SELLER will furnish to PURCHASER an owner’s affidavit attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law; and that there are no parties in possession of the Property other than SELLER. SELLER will also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same is deemed an uncured title objection.

9.3. Closing Statement. A closing statement setting forth the Purchase Price, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses to be paid at Closing, and the net proceeds due SELLER, which PURCHASER will also execute and deliver at Closing.

9.4. Corrective Documents. Documentation required to clear title to the Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

9.5. Additional Documents. PURCHASER AND SELLER shall also execute and provide at Closing such other documents as Title Company may reasonably request that SELLER or PURCHASER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

10. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

10.1. Prorations. Assessments, real estate taxes, interest, insurance and other expenses of the Property will be prorated through the day before Closing. PURCHASER will have the option of taking over existing policies of insurance, if assumable and at no cost to SELLER, in which event premiums will be prorated. Cash at Closing will be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes will be prorated based

Seller Initials ________
Buyer Initials ________
upon the current year's tax with due allowance made for maximum allowable discount.

10.2 Special Assessment Liens and Judgments. Certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by SELLER on or before Closing. SELLER will obtain or cause to be obtained, satisfaction or release of all judgments applicable to and encumbering the Property. SELLER is unaware of any potential outstanding liens that could be assessed against the Property and any existing judgments that could be enforced against the Property.

10.3 Closing Costs. SELLER will be responsible for all documentary stamps on the deed. PURCHASER will be responsible for recording the deed, title insurance premiums and related charges, and all general closing expenses (settlement fee, courier fees, overnight package, etc.). SELLER and PURCHASER are each responsible for their own legal fees. All other costs of Closing will be borne by PURCHASER.

10.4 Closing Procedure. PURCHASER will fund the Purchase Price subject to the credits, offsets and prorations set forth in this Agreement. SELLER and PURCHASER (as applicable) will execute and deliver to Escrow Agent the Closing Documents. The Escrow Agent will, at Closing: (i) disburse the sale proceeds to SELLER by wire transfer; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the Public Records of Pinellas County, Florida.

11. Occupancy and Possession. SELLER will, at Closing, deliver occupancy and possession of the Property to PURCHASER free of tenants, occupants and future tenancies. Also, at Closing, SELLER will have removed all personal items and trash from the Property and will deliver all keys, access devices and codes, as applicable to PURCHASER, unless otherwise specified in this Agreement.

12. Representations, Covenants and Warranties. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) is true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) will survive the Closing. In that event, PURCHASER will be provided immediate notice as to the change to the following representations:

12.1 At all times from the Effective Date until prior to Closing, SELLER shall maintain the Property in the same condition as it is as of the date of EFFECTIVE DATE and in accordance with all requirements of any governmental authority, reasonable wear and tear excepted.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, PROFITABILITY,
SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT THE PROPERTY AND ANY PERSONAL PROPERTY CONVEYED WITH THE PROPERTY WILL BE CONVEYED TO PURCHASER IN ITS “AS-IS, WHERE-IS” CONDITION AND “WITH ALL FAULTS,” EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN. SELLER HAS NOT MADE AND WILL NOT MAKE AN INVESTIGATION OF THE PROPERTY. PURCHASER AGREES THAT SELLER HAS NO DUTY TO UNDERTAKE AN INVESTIGATION TO DISCOVER DEFECTS, CONDITIONS OR OTHER PHYSICAL MATTERS. THIS PARAGRAPH SURVIVES THE CLOSING.

12.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER related to the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

12.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations under this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms. The execution and delivery of this Agreement by SELLER and the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

12.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER’S prior written consent, which consent will not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property that will not be terminated or satisfied at or before Closing. For purposes of this provision the term “encumbrances” will mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions, restrictions, agreements, concessions, licenses, judgments, leases or other third party rights or with any mortgage or other monetary lien or encumbrance. Any judgments, leases and third-party rights shall be terminated and/or released at or prior to Closing to PURCHASER’s reasonable satisfaction.

12.5 SELLER will not list or offer the Property for sale or solicit, negotiate, or contract with others for the purchase of the Property while this Agreement is in effect.

12.6 SELLER represents that it has neither actual knowledge nor received any notice, other than the information provided to the PURCHASER pursuant to section 7.3 above,
that the Property has been, is presently or is contemplated to be utilized as a reservoir of hazardous material. As used in this Agreement, the term "Hazardous Material" means any substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other state or local governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

12.7 Between the date of this Agreement and the date of closing, SELLER will not file any application for a change of the present zoning classification of the Property.

12.8 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

12.9 Additional Warranties and Representations of SELLER. As a material inducement to PURCHASER entering into this Agreement, SELLER, to the best of SELLER'S information and belief, represents and warrants the following:

12.9.1 Unless otherwise specified in this Agreement, there are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, PURCHASER, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Property or any portion thereof, and SELLER has not granted or is not obligated to grant any interest in the Property to any of the foregoing entities.

12.9.2 To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

13. DEFAULT.

13.1 PURCHASER's Default. In the event that this transaction fails to close due to the PURCHASER'S wrongful refusal to perform under this Agreement, subject to the provisions of Paragraph 13.3 below, notwithstanding anything to the contrary contained in this Agreement, SELLER may, at its option: (1) declare PURCHASER in default under this Agreement by notice delivered to PURCHASER, in which event SELLER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages.

13.2 SELLER’s Default. In the event that SELLER fails to fully and timely
perform any of its obligations or covenants under this Agreement or if any of SELLER’S representations are untrue or inaccurate, then, notwithstanding anything to the contrary contained in this Agreement, and subject to Paragraph 13.3 below, PURCHASER may, at its option: (1) declare SELLER in default under this Agreement by notice delivered to SELLER, in which event PURCHASER may terminate this Agreement subject to an action for damages not to exceed $25,000.00, and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages not to exceed $25,000.00.

13.3. Notice of Default. Prior to declaring a default and exercising the remedies described in this Agreement, the non-defaulting Party will issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party will have ten (10) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period will only be three (3) business days from the delivery of notice. Both parties agree that if an extension is requested, such extension will not be unreasonably withheld. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

13.4. Survival. The provisions of this section will survive the termination of this Agreement.

14. NOTICES. All notices required in this Agreement must be in writing and will be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to Seller:  
T.H.E. Insurance Company  
c/o XL Global Services, Inc.  
Peter Chin, Senior Vice President  
70 Seaview Avenue  
Stamford, CT 06902  
E-mail: peter.chin@axaxl.com

With a copy to:  
Johnson, Pope, Bokor, Ruppel & Burns, LLP  
Attn. Steven A. Williamson, Esq.  
911 Chestnut Street  
Clearwater, FL 33756  
Telephone No. (727) 461-1818  
Email: stevew@jpfirm.com

If to Purchaser:  
Garry Brumback, City Manager  
City of Treasure Island, Florida  
120 – 108th Avenue  
Treasure Island, Florida 33706

With a copy to:  
Jennifer R. Cowan, Esq.  
Lewis, Longman & Walker, PA
15. **BINDING OBLIGATION/ASSIGNMENT.** The terms and conditions of this Agreement are made binding on, and inure to the benefit of the successors and permitted assigns of the Parties to this Agreement. SELLER may not assign its interest in this Agreement. PURCHASER may not assign its interest in this Agreement without the prior written consent of SELLER, which will not be unreasonably withheld.

16. **BROKER FEES.** The SELLER and PURCHASER state that they have not dealt with a real estate broker in connection with the transaction contemplated by this Agreement except Weir Real Estate, LLC ("Broker"), who shall be paid a commission by Seller pursuant to a separate agreement and PURCHASER is not liable for a sales commission. SELLER will indemnify, defend and hold harmless the PURCHASER from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney’s fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by SELLER on its behalf with any broker or finder in connection with this Agreement. The provisions of this Section will survive Closing or termination of this Agreement.

17. **ENVIRONMENTAL CONDITIONS.**

17.1. For purposes of this Agreement, pollutant (the "Pollutant") means any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal (the "Disposal") means the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental laws (the "Environmental Laws") means any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions. This section 16 will survive termination of this Agreement and the Closing.

17.1.1 As a material inducement to PURCHASER entering into this Agreement, SELLER warrants and represents to its actual present knowledge without investigation or inquiry, and except as otherwise set forth in the Documents, the following, as applicable:

1. That SELLER and occupants of the Property have obtained and are in full compliance with any and all permits regarding the Disposal of Pollutants on the Property or contiguous property owned by SELLER.

2. SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant on the Property. SELLER is not aware nor does it have any actual notice of any past, present or future events, conditions, activities or practices on contiguous property that is owned by SELLER which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant affecting the SELLER'S property.

3. There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or, to the best of that entity's knowledge,
threatened against SELLER or the Property relating in any way to the Disposal of Pollutants on the Property, any portion thereof, or on any contiguous property owned by SELLER.

18. PUBLIC RECORDS. PURCHASER is a public agency subject to Chapter 119, Florida Statutes. The SELLER is notified that the PURCHASER is required by law, pursuant to Chapter 119, to maintain and disclose upon request all records deemed public under the statute including this Agreement and some or all of the documents necessary to consummate the transaction set forth in this Agreement. To the extent that any litigation should be instituted by SELLER, either directly or as a third party, to prevent or prohibit PURCHASER from disclosing or providing documents involving this Agreement or the transaction set forth in the Agreement pursuant to a public records request submitted under Chapter 119, SELLER agrees that PURCHASER may either: 1) defend the claim up to and including final judgment, or 2) interplead the challenged documents into the court. In either event, SELLER agrees to pay PURCHASER’s reasonable attorneys’ fees and costs, both trial and appellate.

19. MISCELLANEOUS.

19.1. General. This Agreement, and any amendment to this Agreement, may be executed in any number of counterparts, each of which is deemed to be an original and all of which will, together, constitute one and the same instrument. The section and paragraph headings contained in this Agreement are for the purposes of identification only and will not be considered in construing this Agreement. Reference to a Section is deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement will be of any force or effect unless in writing executed by the Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter in this Agreement, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement must be interpreted in accordance with the laws of the State of Florida. The Parties agree that jurisdiction of any litigation brought arising out of this Agreement is in the Sixth Judicial Circuit, in and for Pinellas County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Middle District of Florida.

19.2. Computation of Time. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday will extend to 5:00 p.m. on the next full business day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date will not include the Effective Date in the time calculation.

19.3. Waiver. Neither the failure of a party to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions of this Agreement, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations under this Agreement, will be deemed a waiver of any rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph will survive termination of this Agreement and the Closing.

19.4. Construction of Agreement. The Parties to this Agreement, through

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counsel, have participated freely in the negotiation and preparation of this Agreement. Neither this Agreement nor any amendment to this Agreement may be more strictly construed against any of the Parties. As used in this Agreement, or any amendment to this Agreement, the masculine will include the feminine, the singular will include the plural, and the plural will include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing will not merge into the Deed.

19.5. Severability. If any provision of this Agreement or the application of this Agreement will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law. The provisions of this Section will apply to any amendment of this Agreement.

19.6 WAIVER OF JURY TRIAL. AS AN INDUCEMENT TO PURCHASER AGREING TO ENTER INTO THIS AGREEMENT, PURCHASER AND SELLER WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

19.7 Binding Authority. Each party represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

19.8 Recording. This Agreement may not be recorded in the Public Records of Pinellas County, Florida.

19.9 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, will survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER'S possession of the Property.

19.10 Attorneys' Fees and Costs. SELLER and PURCHASER acknowledge and agree that SELLER and PURCHASER will be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER and PURCHASER, as applicable, in connection with the transaction contemplated by this Agreement.

19.11 Execution by City Commission. Notwithstanding any action taken on the Agreement by the City Commission for the City of Treasure Island, Florida, or its agents or employees, the Agreement shall not be enforceable against the City unless approved by the City Commission and executed by the City Manager. If this Agreement is not approved by the City Commission and executed by the City Manager on or before thirty (30) days after executed by SELLER, unless otherwise agreed to by the parties, SELLER shall have the right to terminate this Agreement upon written notice to PURCHASER, whereupon this Agreement shall be of no further force or effect except those provisions that survive termination.
19.12 **Dispute Resolution.** This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida. In the event any dispute arises concerning this Agreement, the Parties may agree to attempt to settle any dispute by mediation.

19.13 **No Third Party Beneficiaries.** This Agreement shall not be interpreted or construed to grant any rights to any third parties.

20. **RADON GAS AND ENERGY DISCLOSURES.**

20.1 Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20.2 **PURCHASER** may have the energy efficiency rating of the buildings located on the Property being purchased determined. A copy of the brochure relating to this matter prepared by the State of Florida has been furnished by **SELLER** to **PURCHASER**.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

"SELLER"

T.H.E. Insurance Company,
a Louisiana insurance corporation

By: __________________________
Printed Name: Andrew R. Will
Title: Vice President and Controller
Date: 7/22/19

"PURCHASER"

CITY OF TREASURE ISLAND, FLORIDA

By: __________________________
Printed Name: _________________
Title: _________________________
Date:_________________________

"ESCROW AGENT"

LEWIS, LONGMAN & WALKER, P.A.

By: __________________________
Printed Name: _________________
Title: _________________________
Date:_________________________

Attest:

______________________________
Ruth Nickerson, City Clerk

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