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. Proposed 2020 Commission Meeting Schedule

2. Ordinance 2019-14, Use and Regulation of the Treasure Island Municipal Marina 1st Reading and Public Hearing

3. Request to Approve Sponsorship of the 2019 ESPN Bad Boy Mowers Gasparilla Bowl and Beach Invasion

4. Authorization to Purchase Utility Relocation Services and Street Light installation from Duke Energy in the amount of $349,595.40 for the Gulf Boulevard Improvement/Beautification Project

5. Motion to Dedicate an Easement to Duke Energy at Gulf Front Park for Utility Undergrounding

6. Motion to Authorize the City Manager to Award a Contract to C&T Contracting Services, LLC. in the amount of $1,608,466 for the Rehabilitation of Lift Stations 1, 2, 5, 10 and 11

7. Motion to Purchase a Replacement Backhoe Loader for Public Works Department from Ring Power Corporation in the purchase amount of $106,284

8. Motion to Purchase Mini Hydraulic Excavator and Trailer for Public Works Department from Ring Power Corporation in the amount of $35,039 for Mini Excavator and $12,199 for the Trailer

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.
Proposed

2020 City Commission Meeting Schedule

January 7, 2020
January 21, 2020
February 4, 2020
February 18, 2020
March 3, 2020
March 17, 2020
April 7, 2020
April 21, 2020
May 5, 2020
May 19, 2020
June 2, 2020
June 16, 2020
July 7, 2020
July 21, 2020 – Proposed Millage
August 4, 2020
August 5, 2020 – Budget Workshop
August 6, 2020 – Budget Workshop (if needed)
August 18, 2020

September 1, 2020
September 15, 2020

These budget approval dates may change.

October 6, 2020
October 20, 2020
November 3, 2020
November 17, 2020
December 1, 2020
December 15, 2020
DATE: October 21, 2019

TO: Garry Brumback, City Manager

FROM: Cathy Hayduke, Recreation Director

SUBJECT: Ordinance 2019-14, Use and Regulation of the Treasure Island Municipal Marina 1st Reading and Public Hearing

BACKGROUND
The City of Treasure Island operates a municipal marina behind the City Hall complex on 108th Avenue. The City leases sovereign submerged lands from the Board of Trustees of the Internal Trust Fund of the State of Florida to operate a marine facility. In 2009, the City’s municipal marina was recognized as a Designated Clean Marina by the Florida Department of Environmental Protection and the Clean Boating Partnership, which provides the City with a 10% discount on its annual lease fee to the State.

Resolution 00-48, created a standing Marina Committee and adopted the current rules and regulations for the City marina. The Marina Committee was created to assist the Recreation Director in the administration of the marina. However, due to the inactivity of the Marina Committee, the committee was sunsetted by Resolution 11-83.

POLICY / PURPOSE
Commission approval is required to amend the Code of Ordinances Chapter 24 “Parks and Recreation” by establishing Article III “Municipal Marina”.

STRATEGIC PLAN RELEVANCE
GOAL 2: Create and maintain functional and cost-effective City facilities and grounds to serve the needs of the community.
OBJECTIVE 3: To increase usability and functionality, while working towards self-sustaining recreation facilities.

ANALYSIS / DISCUSSION
The current marina rules and regulations have not been updated since May 2000, which were created by the standing Marina Committee. The rules and regulations have been modified to include insurance requirements, accidents or injuries on city property, abandonment of property, and removal of a vessel from the Municipal Marina for non-payment of monthly slip rental fees or for breach of the conditions as outlined in the revocable license. Recently, the City addressed
an issue with a boat owner for non-payment of slip fees which required the necessary legal procedures to sell and remove the boat from the marina.

To ensure compliance with the State Lands Lease and to protect City property, staff desires to establish regulations and standards for operation of the Municipal Marina. The City Manager or his designee is authorized to modify written rules regulating the city's Municipal Marina, as needed or required.

Staff recommends amending the Code of Ordinances of the City of Treasure Island, Florida by amending Chapter 24 “Parks and Recreation” by establishing Article III, “Municipal Marina” which includes the following sections and as attached in Ordinance 2019-14.

Section 24-37 “Rules and Regulations, Promulgation and Enforcement”
Section 24-38 “Administration of the Chapter”
Section 24-39 “Definitions”
Section 24-40 “Permitted Uses and Fees”
Section 24-41 “License Required Unless Using Metered Slip(s)”
Section 24-42 “Waste Disposal at Municipal Marina”
Section 24-42 “Alteration or Repair of Docks”
Section 24-44 Maintenance of Vessels”
Section 24-45 “Violations and Authority to Revoke License and Remove/Sell Vessel”

**FUNDING**
Marina Fees are approved in FY 2020, Adopted Fee Schedule, Section 43 (a). Boat Slip Rental - Resident Fee $275, Non-Resident Fee $300 plus applicable sales tax per month, inclusive of city hall metered parking.

**RECOMMENDATION**
Staff has determined that it is in the best interest of the City to codify and memorialize the regulations and operational standards of the Municipal Marina and to amend the Code of Ordinances Chapter 24 “Parks and Recreation” by establishing Article III “Municipal Marina”.

**MOTION**
I move to approve and adopt Ordinance No. 2019-14, relating to the use and regulation of the Municipal Marina located within the City of Treasure Island and amending the Code of Ordinances of the City of Treasure Island, Florida by amending Chapter 24 “Parks and Recreation” by establishing Article III “Municipal Marina” which includes Section 24-37 through 24-45 and to schedule a 1st Reading and Public Hearing on November 19, 2019.

**ATTACHMENTS**
- Ordinance 2019-14
- Modified Marina Contract
- Modified Marina Rules and Regulations
ORDINANCE NO. 2019-14


WHEREAS, the City leases sovereign submerged lands from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to operate a marine facility, (“State Lands Lease”); and

WHEREAS, in accordance with the State Lands Lease, the City operates a 14-slip commercial marine facility with a boat lift that is used exclusively for the mooring of recreational vessels in conjunction with an upland police station/municipal buildings (“Municipal Marina”); and

WHEREAS, to ensure compliance with the State Lands Lease and protect the waterways within the City and City property, the City desires to establish regulations and standards for operation of the Municipal Marina; and

WHEREAS, pursuant to the authority of the City’s Charter and the City’s home rule powers, the City Commission of the City of Treasure Island, Florida possesses the power to amend the Code of Ordinances for the City of Treasure Island, Florida; and

WHEREAS, the City Commission of the City of Treasure Island, Florida has determined that it is in the public interest of the City of Treasure Island, Florida, to codify and memorialize the regulations and operational standards pertaining to the Municipal Marina facility located within the boundaries of the City of Treasure Island, Florida in Chapter 24.
NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

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

SECTION 2. That Chapter 24 “Parks and Recreation” of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended by adding Article III “Municipal Marina,” which reads as follows:

ARTICLE III. – MUNICIPAL MARINA

Sec. 24-37. - Rules and regulations - Promulgation and Enforcement.

The city manager is authorized and directed to establish written rules regulating the use of city’s Municipal Marina. Such rules may encompass the areas of public safety, conduct of marina users and visitors, and other areas where the safety and well-being of the public and the property of the City may be affected. The city manager is authorized to grant the revocable license as described in Section 24-41. The city manager is authorized and directed to enforce the Municipal Marina rules and regulations established pursuant to this section and to assist in the collection of user fees and other charges levied and imposed by the city for use of the Municipal Marina. The remedies for violation of this Article are in addition to any remedies provided by state law.

Sec. 24-38. - Administration of the Chapter.

The city manager or designee shall be the principal city official responsible for the administration of this Article, and he may delegate any or all of the duties herein.

Sec. 24-39. – Definitions.

Municipal Marina means the 14-slip commercial marine facility, including, but not limited to, all associated docks, tire poles, dry boxes, hoses, meters, signs, and lifts, with a boat lift exclusively to be used for mooring of recreational vessels in conjunction with an upland police station/municipal buildings without fueling facilities, with a sewage pumpout facility.

Marina User means any person using the Municipal Marina, including but not limited to revocable license holders and users of transient vessel metered slips and their guests.

Sec. 24-40. - Permitted uses and fees.

The Municipal Marina may be used only for the mooring of recreational vessels, which includes the wet storage of recreational vessels. Unless otherwise authorized
through section 24-41, the use of boat slips will be limited to one vessel per space. No commercial activity shall be permitted at the Municipal Marina. The city commission shall establish through resolution user fees for the Municipal Marina.

Sec. 24-41. - License Required Unless Using Metered Slip(s).

Authorization to use the Municipal Marina may only be obtained through a revocable license, unless the Marina User is using the transient vessel metered slip(s). A revocable license issued pursuant to this section may not convey or grant any interest in the Municipal Marina. Vessels using the transient vessel metered slip(s) must pay the appropriate metered rate immediately upon arrival and throughout their stay at the Municipal Marina.

Sec. 24-42. – Waste Disposal at Municipal Marina.

No person shall dispose of or store any waste at the Municipal Marina.

Sec. 24-43. - Alteration or Repair of Docks.

No person shall make any alterations or repairs of any kind to the Municipal Marina without written permission of the city.

Sec. 24-44. - Maintenance of Vessels.

All vessel owners must keep their vessels that are moored at the Municipal Marina in a safe and working condition at all times and must confirm to all federal and state regulations with regard to the operation, equipment, and care of vessels. All vessels moored at the Municipal Marina must display a valid registration certificate as may be required by state law. Failure to comply with this section may result in vessel removal pursuant to section 24-45.

Sec. 24-45 – Violations and Authority to Revoke License and Remove/Sell Vessel.

1. Any violations of this Article may result in removal of the vessel from the Municipal Marina.

2. Revocation of license.

   a. The revocable license for the use of the Municipal Marina may be immediately revoked by the city manager for failure to pay the appropriate user fee or for any other breach of the conditions of the revocable license.

   b. The revocable license for the use of the Municipal Marina may be revoked anytime a vessel is operated in violation of any ordinance, law, regulation, rule or act of the city, county, state, or federal government or anytime any illegal activity is conducted on board the vessel, whether under way, moored, or at anchor.
c. Upon notification of such revocation of the revocable license, the vessel owner must immediately remove the vessel from the Municipal Marina. Licensee will be responsible for any delinquent charges accrued under the revocable license.

3. Unlicensed or Transient Vessels. Any unlicensed vessel at Municipal Marina may be removed and impounded by the city or city contracted vendor. Any vessel at an expired transient vessel metered slip(s) may be removed and impounded by the city or a city contracted vendor.

4. Marina Users will be responsible for any applicable fees paid by the city for the removal, impoundment, and sale of the vessel. Vessels removed and impounded by the city, or a third party designated by the city, will remain impounded until lawfully claimed by the vessel owner, disposed of, or sold by the city or a city contracted vendor in accordance with Florida law.

SECTION 3. SEVERABILITY. It is declared to be the intent of the City Commission that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. CONFLICT. This action supersedes all codes and ordinances of the City or portions of, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 5. CODIFICATION. Section 2 of this Ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

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

FIRST READING:

PUBLISHED:

SECOND READING AND PUBLIC HEARING:

PUBLISHED:
ATTEST:

Ruth Nickerson, City Clerk

Lawrence Lunn, Mayor
City of Treasure Island Municipal Marina  
Vessel Dockage Revocable License

This Revocable License (hereinafter the “License”) by and between the City of Treasure Island, Florida, a municipal corporation (hereinafter the “City”), and the Vessel Owner identified below, is made and entered into on the _____ day of _______________ 2019, for and in consideration of the mutual promises and covenants in this License made and agreed to be kept, and in consideration of payment of money as otherwise set forth hereafter, and do agree as follows:

1. That the City does hereby allow the use of and grants a limited and revocable license for the use of Slip No. ________, or such other slip as may be assigned by the City, at its docks located at the Municipal Marina, Treasure, Florida, for the use of the Vessel Owner. The right of such use shall start the __ day of ________________, 20__, for the Vessel Owner’s vessel described as follows:

(Print all information. All blank spaces must be completed.)

Name of Vessel Owner

Phone No. _________________________ Alternate Phone No. _________________________

Address _________________________ City __________ State __ Zip Code __________

Email Address _________________________

Vessel Type: Sail () Cruiser ( ) Power: Inboard ( ) Outboard ( )

Inboard/Outboard used for Pleasure:

Draft _________________ Beam ___________________ Hull Color __________

Vessel Name ___________________________ Overall Vessel length __________________________

(includes any bow or stern pulpits, boomkins, bowsprits, dinghies, davits or outboard motors)
Florida or Other Registration No. ________________________________________________
(Vessel Owner must verify current federal documentation or state registration, and must be listed
as the owner on such papers.)

Make ___________________________ Year ____________
(the “Vessel”)

Captain's Name (if different from owner) ________________________________

Address to which changes or amendments to this License, rate changes, notice of any non-judicial
sale of the above-described Vessel, notice of any legal action, or any other notice required by this
License should be sent, if different from above.

Address __________________________ City __________ State ___ Zip Code ______

Upon the following terms and conditions:

2. This License shall be deemed to be a use agreement in the nature of a revocable license for
the use by the Vessel Owner of a slip at the Municipal Marina as is otherwise set forth in this
License, and as otherwise reflected in the Rules and Regulations governing conduct in the
Municipal Marina as promulgated by the City Manager, and as the code of ordinances governing
activities at the Municipal Marina. In the event that the Vessel Owner should change slips, for any
reason, with approval of the City, this License will remain in full force and effect except for any
new user rate imposed because of such relocation. Any new rate shall commence as of the time of
transfer. This License shall not be deemed to be a lease or conveyance of any real property rights,
and not constitute an agreement for the use of real property that would subject the parties to the
provisions of Chapter 83, F. S. or any similar statute regarding landlord and tenant rights. This
License does not establish a landlord-tenant relationship between the parties. This License shall at
all times be subject to cancellation by the City, and shall also be subject to change of policy at any
time as determined by the City for the conduct of operations at the Municipal Marina. The City
has the continual right to enter the Municipal Marina to inspect, maintain, repair, or to make
reasonable alterations to the slip. Dock boxes are provided on the municipal docks for each vessel and are included in the user fee. Vessel Owners must supply their own lock for the dock box and provide the Recreation Department with a key for the dock box lock. The dock boxes will be inspected at least quarterly by the City. Vessel Owner’s presence is required during quarterly inspections. All personal materials must be stored in the dock boxes. No hazardous materials may be stored in the dock boxes. As used herein, City Manager means the City Manager or his/her designee.

3. **Term.** The term of the License is for a period of ___________ (Months/Year), beginning on the effective date of this License, with an option to renew upon entering a new License with the City. This License may be cancelled, changed, or amended by the City without notice or without cause effective as of the first day of any calendar month except as otherwise provided herein. The Vessel Owner shall furnish 30-day written notice to the City Manager of his/her intent to terminate this License.

4. **User Fee.** The Vessel Owner shall pay a user fee in the amount of $ __________ per month, subject to increases or decreases from time to time, as is determined by the Board of Commissioners, and together with any applicable sales tax. User fees are subject to change without notice, and upon such change, this License shall be automatically modified to reflect such increased user fee.

At the time of signing this License, the Vessel Owner shall pay the City the first month’s fees, plus an amount equal to an additional month’s fee, plus 30% of the monthly user fee if the Vessel Owner is provided utilities through a metered pedestal as a deposit for the performance hereof. When user fees increase from time to time, the deposit fee may be increased to reflect an equal amount on deposit. Such additional deposit amount shall be due no later than fifteen (15) days from date of written notice that such fee is due. Fees shall be for a full calendar month only. Occupancy for a partial month shall be charged at transient rates or at full month rate, at the sole option of the City.
All fees shall be invoiced monthly and payment shall be made through the credit card on file at the City or ACH on the same day as the invoice is issued. Timely payment of user fee is a material provision of this License and the late payment of user fee constitutes grounds for termination by the City regardless of whether delinquent fees are accepted. Licensee understands that the City may accept late payments without waiving the City’s right to terminate this License. Further, failure to pay in a timely manner may result in the cancellation of the License and removal of the Vessel from the Municipal Marina. Licensee shall pay the City a late fee of 10% of the total monthly slip rental fee amount specified in the City’s fee schedule. The fee will be assessed on all unpaid rents not paid by the third business day of each month. Any failure of the City to charge a late payment fee will not waive the City’s right to charge a late payment fee.

a) Utilities: If Boater is provided utilities through a metered electrical pedestal, the cost of utilities measured by said meter shall be the sole responsibility of Vessel Owner and Vessel Owner shall pay the City a service charge of three dollars ($3.00) per month to read, calculate and bill monthly electric consumption. Power chords must not be run across the Municipal Marina. The operation of generators of any kind is prohibited at the Municipal Marina. Additionally, water hoses must not be run across the Municipal Marina. Vessel Owners must furnish a hose that has a positive shut-off at the discharge end. Additional charges will be charged to the Vessel Owner if the Vessel Owner uses an abnormal amount of water, as determined by the City.

b) Returned Checks: Vessel Owner shall pay the City a charge of twenty-five dollars ($25.00), if the face value does not exceed fifty ($50.00), thirty dollars ($30.00), if the face value is more than fifty dollars ($50.00) but does not exceed three hundred dollars ($300.00), and forty dollars ($40.00), if the face value is more than three hundred dollars ($300.00) for each check that is returned to City unpaid, along with any late charges, if applicable.

c) Lien: Vessel Owner acknowledges that the City has all the legal rights to maritime liens, personal property liens, and statutory liens, either state or federal, upon the boat, motor, and accessories thereof to secure any and all user fees or any other charges or costs for services or materials rendered or supplied to the Vessel Owner during the time of this License. Owner acknowledges that any unpaid fees, interest, late charges, returned check charges, storage charges, damage reimbursements, utility charges, court costs, attorney’s fees and other charges incurred by City, as provided in the License, through and including
the date of the lawful removal of the vessel from the Municipal Marina, shall constitute a lien against the vessel which may be enforced by City as provided by law and/or as provided in this License. Further, the City shall have a lien against the vessel named in this License and its appurtenances for unpaid sums due from damages caused to docks or other City owned property by the vessel or Vessel Owner.

d) Non-judicial Sale: Licensee authorizes the City to sell the Vessel at a non-judicial sale in the event of non-payment of dockage fees in accordance with Florida law. The City retains its right to exercise the provisions for a non-judicial sale of the Vessel as provided by Florida law and any other statutory remedy, in addition to all other remedies set forth in this License. Nothing in this License will be construed to prevent the City from pursuing any and all remedies available for any default of this License.

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

5. **Insurance.** The Vessel Owner shall be required to maintain adequate liability insurance and proper registration. The City Manager or his designee shall determine the amount of liability insurance required. The insurance required in this License shall be obtained and a Certificate of Insurance delivered to the City Manager prior to any use or occupancy of any portion of the Municipal Marina under the terms of this License, and such policy shall be in an amount and a form satisfactory to the City.

**Tenant’s Insurance Company:**

**Address:**

**Agent:**
Licensee agrees to maintain insurance providing Boatowners/Watercraft Liability coverage for the Vessel with limits not less than $500,000 per occurrence. The amount of insurance required in this License may be amended from time to time by the City, upon reasonable notice to the Licensee. The City must be named as an additional insured in any liability insurance policy required, and those policies must contain a provision waiving all subrogation rights against the City. Licensee must deliver to the City, upon execution of this License and prior to beginning use of the slip at the Municipal Marina, certified copies of the required policies or a certificate evidencing their existence. In the event a binder is delivered, it must be replaced within ten days by a certified copy of the policy. Each such copy or certificate must contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving ten days’ written notice thereof to the City. Licensee must deliver to the City, at least fifteen (15) calendar days prior to a policy’s expiration date, a renewal policy or renewal certificate of insurance, except for any policy expiring on the expiration date of this License. The City of Treasure Island must be included on all Releases of Liability and Acknowledge of Assumption of Risk.

6. **Indemnification.** The Licensee shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees and costs arising out of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether concurring or contributory) of the Licensee, or the officers, agents, independent contractors, employees or invitees of the Licensee, arising out of or in connection with, directly or indirectly, the License, or in the use of the Municipal Marina. Such obligation must not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in the License. This indemnification provision will not be limited to the amount of insurance required by this License. This indemnification provision will survive three (3) years following the termination or expiration of this License. Nothing contained in this License will be construed as a waiver of any immunity from or limitation of liability the City may have under this doctrine of sovereign immunity or section 768.28 of the Florida Statutes.
7. Limitation of Liability. This License is for the use of the slip at the Municipal Marina only. Use under this License is at the sole risk of the Licensee. The City is not liable for the care or protection of, or for any loss or damage of whatever kind or nature to, the Vessel, including its gear, equipment and contents, or the personal property of Licensee. Licensee has examined the slip and Municipal Marina described in this License and accepts the condition of the Municipal Marina "AS IS". Licensee will be responsible for securing his/her Vessel to the dock in a manner that will protect his/her Vessel and other vessels in the Municipal Marina. The City has no responsibility or liability for damage occasioned by improperly secured vessels. By accepting the privilege of the use of the slip at the Municipal Marina, Licensee waives any claim against the City because of damage to his/her Vessel arising from the actions of other users of the Municipal Marina. Should there be any questions as to the manner of securing the Vessel or any other factor affecting the safety of the dock or the Municipal Marina facilities, the City may specify in what manner any Vessel is to be secured and that lines are to be used and Licensee will immediately comply with any such request or rules.

8. Vessel Owner Representations. The Vessel Owner shall be responsible for the care, maintenance, custody, and control of his/her vessel and the actions and behavior of family members and guests at the Municipal Marina at all times during the term of the License, and the Vessel Owner assumes sole responsibility for the safety and well-being of any person or persons he/she invites or brings onto the Municipal Marina. The Licensee must not cause or permit the Municipal Marina to be used for any other purpose than docking of the Vessel and will follow and be responsible for instructing all guests to follow the City’s Municipal Marina Rules and Regulations. The Vessel Owner shall use the slip space and other marina facilities available to him/her only in a reasonable & customary manner and no gear, tackle, rubbish, etc. shall be stored on or left to obstruct the docks in any way.

Vessel Owner has provided current federal documentation or state registration for any vessels berthed in the Municipal Marina, and be listed as a legal owner on such forms. A current US Coast Guard Courtesy Inspection Certificate, issued with the last year (inspected vessel only) must be provided. A copy of the Vessel Owner’s Driver’s License was submitted with the License, information to set up the automatic bank payment and authorize such payments, and all
2.2.b

documentation, registration, and licensing must be kept current. Any revocation or suspension in
documentation, registration, or licensing may result in revocation of the License.

9. **Discharge.** Discharge or treated or untreated effluent, any form of sewage, fuels, oil or any
petroleum products or other matter into the waters of the Municipal Marina is strictly prohibited.
Failure to comply with the provisions of this paragraph shall constitute grounds for immediate
cancellation of this License.

10. **Emergency.**

   a) In the event that an emergency exists in the opinion of the City, then the City may secure
the vessel of the Vessel Owner using whatever means and materials the City deems
appropriate and expedient and the Vessel Owner shall pay the City for labor and materials
used by the City for this purpose. The Vessel Owner waives and releases the City from
any liability whatsoever for its actions taken under emergency circumstances to secure and
protect any property belonging to the Vessel Owner. By securing the Vessel of the Vessel
Owner in any such emergency, the City does not assume responsibility or liability for the
Vessel or for other property of the Vessel Owner.

   b) The Vessel will be entered by the City Manager only for emergency conditions or
necessary moving of the Vessel. The City shall have the right to require the temporary
removal of the Vessel from its slip in order to maintain the Municipal Marina, protect the
Vessel, or protect other vessels, or to conduct dredging operations or repairs at the
Municipal Marina. However, the City shall not be under any obligation to move the vessel
in the event of emergency or to provide any other services to the Vessel Owner. Any costs
incurred by the City shall be billed to the Vessel Owner. The Vessel Owner shall indemnify
and hold the City harmless from any and all liability, loss or damage caused by or to the
subject Vessel which may arise out of failure of the City to move the Vessel, the inability
of the City Manager to reach the Vessel Owner. The Vessel Owner shall be solely
responsible for any liability connected with his vessel causing damage to the property of
others.

   c) Each vessel owner at this Marina will provide a Hurricane Plan to the Recreation
Department. The Hurricane Plan should be a detailed list of action on what the Vessel
Owner will do with its vessel in the event of a hurricane or tropical storm. It is strongly recommended that the Vessel Owner move the Vessel from the Municipal Marina and anchor it in a hurricane hole or other safe location. If the owner plans on leaving the vessel at the Municipal Marina, he/she must show how the Vessel will be secured. The Municipal Marina will require all mooring lines to be at least doubled and that the Vessel Owners to secure all loose items and that a number of fenders be placed on the Vessel to protect it and the Municipal Marina.

11. **Removal of Vessel.** In the event that the Vessel Owner shall refuse to remove his/her vessel from the City’s docks upon cancellation or expiration of this License, the City shall have the right to remove the vessel from the Municipal Marina without any responsibility or liability on the part of the City and all costs of towing and storage will be the sole responsibility of the Vessel Owner. The Vessel Owner hereby appoints the City as his/her agent to contract for removal and storage of his/her vessel in the event that it becomes necessary, in the opinion of the City, and the City, at its option, shall have and impress upon the vessel, a lien for such services. Should the Vessel be seized by the City pending delinquent payment of user fees, payment in full must be made by either cash or cashier’s check in order for the Vessel to be released at the time of payment. Payment by personal check will result in the continued seizure of the Vessel until funds have been released to the City by the Vessel Owner’s appropriate banking entity. In the event that such charges are not paid within (30) days from the date of removal from the Municipal Marina, the City or any third party into whose possession the City has delivered the said Vessel shall have a lien for such services an such lien is specifically granted to the City and any third party. The City or third party may sell the Vessel to satisfy the lien. After payments of any amounts due the City or any third party from the proceeds of such sale the remaining balance, if any, shall be paid over to the Vessel Owner. Upon termination of this License, Licensee is required to immediately remove its Vessel and all personal property from the Municipal Marina. Licensee will be liable for any expenses incurred by the City in removing the Vessel and any personal property from the Municipal Marina and any storage fees incurred by the City. Upon removal of the Vessel, the City has the right enter into another License with another entity without incurring any liability to Licensee. Notwithstanding the provisions of this License, the City has no responsibility for the removal of the Vessel, and any removal will be at the City’s discretion.
12. Sale of Vessel(s) Named in License:
   a) Should the holder of a License decide to sell the vessel, the Vessel Owner shall advise the City Manager in writing of his/her intent to sell the Vessel prior to consummation of the sale. The Vessel Owner shall further advise as to his/her intent to either retain the slip for another vessel to be acquired by the Vessel Owner or to relinquish his claim to further use of the slip at the time of sale.
   b) If the Vessel Owner elects to relinquish the slip, then upon the sale the Vessel must be immediately removed from the Municipal Marina.
   c) If the Vessel Owner elects to retain the slip for another vessel, he/she will have ninety (90) days from the date of sale to acquire a replacement vessel, titled in his name, and place it in the slip. The Vessel Owner may request in writing an extension of the ninety (90) day period, not to exceed 180 days. Should he/she fail to comply, his/her License will be revoked and the slip will be assigned to another person on the wait list. During this period, the City will have the right to use the slip for transient dockage and the Licensee may not permit any other vessel not personally owned by him/her to be placed in the slip. During this period, the Licensee will continue to pay all fees required under this License.
   d) All new vessel owners, prior to signing a new License, will meet with the City Manager for an explanation of Municipal Marina rules.

13. Municipal Marina Rules and Regulations: Licensee shall comply with the Rules and Regulations governing the Municipal Marina, as promulgated from time to time by the City. Violation of any of the Municipal Marina Rules and Regulations, or breach of any term or provision of this License, constitutes a default under this License. Licensee acknowledges that it has read and will comply with the Municipal Marina Rules & Regulations attached hereto and incorporated herein as Exhibit A.

14. Waiver. The waiver of any breach or default of the Vessel Owner by the City of the terms of this License shall not constitute a waiver of any future breach or default by the said Vessel Owner. Failure to insist upon strict compliance with any terms, covenants, or conditions of the License will not be deemed a waiver of such, nor will any waiver or relinquishment of such right.
2.2.b

or power at any time be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the License, or cancellation or replacement of this License, will not be valid unless in writing and signed by the parties.

15. **Assignment.** This License is not assignable or transferable in any manner whatsoever by the Vessel Owner to any other person and the right of use of the assigned slip is granted solely, personally and inclusively to the Vessel Owner, unless otherwise authorized by the City Manager. In the event that the Vessel Owner has removed the Vessel from the slip for any reason, the City Manager may use such slip for the mooring of other vessels until such time as the Vessel is returned to the slip. Any violation of this paragraph will be grounds for immediate cancellation of this License without further notice.

16. **Notices.** Any notice or communication which the City may desire to give the Licensee is agreed to as sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: Vessel Owner, or any agent or employee at address contained in paragraph 1, or delivered to a Licensee’s representative. The time of rendition of such notice or communication is the time when the notice is mailed, emailed, or personally delivered. Any notice or communication which Licensee may desire to give the City is agreed to as rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: **Recreation Department, City of Treasure Island, 120 108th Avenue, Treasure Island, FL 33706**, and the time of rendition of such notice or communication is the time when the notice is mailed. Both party may provide a change of address notice, and the change of address notice is effective upon receipt.

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

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

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

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

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

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

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

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

Revocable License
Page 12 of 14
18. **Legal Provisions.** Licensee further agrees to comply with and be bound by the following provisions:

a) **Validity, Severability, and Reformation.** The validity, interpretation, construction and effect of this License will be in accordance with and be governed by the laws of the State of Florida. The sale and exclusive filing for any litigation regarding this License shall be in Pinellas County, Florida. Any provision or part of this License held to be void or unenforceable under any law will be deemed stricken, and all remaining provisions will continue to be valid and binding upon the parties. This License will be reformed to replace such stricken provisions or part of a provision with a valid and enforceable provision, which comes as close as possible to expressing the original intention of the stricken provision.

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

c) **Inspector General.** Licensee understands and will comply with Section 20.055(5) of the Florida Statutes, and agrees to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to Section 20.055(5) of the Florida Statutes.

*The Remainder of this Page is Left Blank Intentionally.*
IN WITNESS WHEREOF, the City Commission of the City of Treasure Island, Florida, has executed this License effective the date first written above.

CITY OF TREASURE ISLAND, FLORIDA

By: ________________________________
    Garry Brumback, City Manager
    OR
    Cathy Hayduke, Recreation Department Director

    ________________________________
    Ruth Nickerson, City Clerk

ACKNOWLEDGEMENT OF CONDITIONS

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

[INSERT NAME OF LICENSEE]

By: ________________________________
    ________________________________, as ________

    Printed Name: ____________________________

    Printed Name: ____________________________
ORDINANCE NO. 2019-14


WHEREAS, the City leases sovereign submerged lands from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to operate a marine facility, (“State Lands Lease”); and

WHEREAS, in accordance with the State Lands Lease, the City operates a 14-slip commercial marine facility with a boat lift that is used exclusively for the mooring of recreational vessels in conjunction with an upland police station/municipal buildings (“Municipal Marina”); and

WHEREAS, to ensure compliance with the State Lands Lease and protect the waterways within the City and City property, the City desires to establish regulations and standards for operation of the Municipal Marina; and

WHEREAS, pursuant to the authority of the City’s Charter and the City’s home rule powers, the City Commission of the City of Treasure Island, Florida possesses the power to amend the Code of Ordinances for the City of Treasure Island, Florida; and

WHEREAS, the City Commission of the City of Treasure Island, Florida has determined that it is in the public interest of the City of Treasure Island, Florida, to codify and memorialize the regulations and operational standards pertaining to the Municipal Marina facility located within the boundaries of the City of Treasure Island, Florida in Chapter 24.
NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

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

SECTION 2. That Chapter 24 “Parks and Recreation” of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended by adding Article III “Municipal Marina,” which reads as follows:

ARTICLE III. – MUNICIPAL MARINA

Sec. 24-37. - Rules and regulations - Promulgation and Enforcement.

The city manager is authorized and directed to establish written rules regulating the use of city’s Municipal Marina. Such rules may encompass the areas of public safety, conduct of marina users and visitors, and other areas where the safety and well-being of the public and the property of the City may be affected. The city manager is authorized to grant the revocable license as described in Section 24-41. The city manager is authorized and directed to enforce the Municipal Marina rules and regulations established pursuant to this section and to assist in the collection of user fees and other charges levied and imposed by the city for use of the Municipal Marina. The remedies for violation of this Article are in addition to any remedies provided by state law.

Sec. 24-38. - Administration of the Chapter.

The city manager or designee shall be the principal city official responsible for the administration of this Article, and he may delegate any or all of the duties herein.

Sec. 24-39. – Definitions.

Municipal Marina means the 14-slip commercial marine facility, including, but not limited to, all associated docks, tire poles, dry boxes, hoses, meters, signs, and lifts, with a boat lift exclusively to be used for mooring of recreational vessels in conjunction with an upland police station/municipal buildings without fueling facilities, with a sewage pumpout facility.

Marina User means any person using the Municipal Marina, including but not limited to revocable license holders and users of transient vessel metered slips and their guests.

Sec. 24-40. - Permitted uses and fees.

The Municipal Marina may be used only for the mooring of recreational vessels, which includes the wet storage of recreational vessels. Unless otherwise authorized
through section 24-41, the use of boat slips will be limited to one vessel per space. No commercial activity shall be permitted at the Municipal Marina. The city commission shall establish through resolution user fees for the Municipal Marina.

Sec. 24-41. - License Required Unless Using Metered Slip(s).

Authorization to use the Municipal Marina may only be obtained through a revocable license, unless the Marina User is using the transient vessel metered slip(s). A revocable license issued pursuant to this section may not convey or grant any interest in the Municipal Marina. Vessels using the transient vessel metered slip(s) must pay the appropriate metered rate immediately upon arrival and throughout their stay at the Municipal Marina.

Sec. 24-42. – Waste Disposal at Municipal Marina.

No person shall dispose of or store any waste at the Municipal Marina.

Sec. 24-43. - Alteration or Repair of Docks.

No person shall make any alterations or repairs of any kind to the Municipal Marina without written permission of the city.

Sec. 24-44. - Maintenance of Vessels.

All vessel owners must keep their vessels that are moored at the Municipal Marina in a safe and working condition at all times and must confirm to all federal and state regulations with regard to the operation, equipment, and care of vessels. All vessels moored at the Municipal Marina must display a valid registration certificate as may be required by state law. Failure to comply with this section may result in vessel removal pursuant to section 24-45.

Sec. 24-45 – Violations and Authority to Revoke License and Remove/Sell Vessel.

1. Any violations of this Article may result in removal of the vessel from the Municipal Marina.

2. Revocation of license.

   a. The revocable license for the use of the Municipal Marina may be immediately revoked by the city manager for failure to pay the appropriate user fee or for any other breach of the conditions of the revocable license.

   b. The revocable license for the use of the Municipal Marina may be revoked anytime a vessel is operated in violation of any ordinance, law, regulation, rule or act of the city, county, state, or federal government or anytime any illegal activity is conducted on board the vessel, whether under way, moored, or at anchor.
c. **Upon notification of such revocation of the revocable license, the vessel owner must immediately remove the vessel from the Municipal Marina. Licensee will be responsible for any delinquent charges accrued under the revocable license.**

3. **Unlicensed or Transient Vessels.** Any unlicensed vessel at Municipal Marina may be removed and impounded by the city or city contracted vendor. Any vessel at an expired transient vessel metered slip(s) may be removed and impounded by the city or a city contracted vendor.

4. **Marina Users will be responsible for any applicable fees paid by the city for the removal, impoundment, and sale of the vessel. Vessels removed and impounded by the city, or a third party designated by the city, will remain impounded until lawfully claimed by the vessel owner, disposed of, or sold by the city or a city contracted vendor in accordance with Florida law.**

**SECTION 3. SEVERABILITY.** It is declared to be the intent of the City Commission that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4. CONFLICT.** This action supersedes all codes and ordinances of the City or portions of, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

**SECTION 5. CODIFICATION.** Section 2 of this Ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

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

**FIRST READING:**

**PUBLISHED:**

**SECOND READING AND PUBLIC HEARING:**

**PUBLISHED:**
DATE: October 21, 2019

TO: Garry Brumback, City Manager

FROM: Justin Tramble, Assistant Director of Recreation

SUBJECT: Request to Approve Sponsorship of the 2019 ESPN Bad Boy Mowers Gasparilla Bowl and Beach Invasion

BACKGROUND

ESPN Events will host the 2019 Bad Boy Mowers Gasparilla Bowl on December 23, 2019 at 2:30pm at Raymond James Stadium in Tampa, FL. The nationally televised NCAA college football bowl game will feature two teams representing the American Athletic Conference (AAC) and Conference USA. In conjunction with the bowl game, ESPN Events is requesting to once again partner with the City of Treasure Island’s Recreation Department to host a free public event in Treasure Island.

On Saturday, December 21st, ESPN Events and the City’s Recreation Department are proposing to host the ESPN Gasparilla Bowl Beach Invasion, which will take place on the beach behind Gulf Front Park at 10400 Gulf Blvd. As part of this request, ESPN and the City’s Recreation Department are also proposing a rain out date of December 22nd.

Both participating college marching bands will march towards the beach by way of the City’s downtown corridor on 107th Avenue. Once on the beach behind Gulf Front Park, the marching bands will compete against each other, providing an exciting and entertaining experience for our residents and visitors. The beach event will also include a series of competitions between the football players of both participating college teams. The proposed event will also have food vendors and a variety of interactive games and activities for the Treasure Island community and visiting fans. Since 2017, the City has sponsored the ESPN Bad Boy Mowers Gasparilla Bowl by hosting the bowl week beach events on the City’s public beach. In the past, the marching band and player events were held on separate days. This year, the City will benefit from the combined event on a Saturday.

The City of Treasure Island and ESPN Events has a strong relationship that has benefited the community. This year, ESPN Events is looking to continue the strong partnership by proposing to give bowl game tickets away to the Treasure Island community dressed in team colors during the Beach Invasion.
The 2019 ESPN Bad Boy Mowers Gasparilla Bowl will make a positive impact throughout the Tampa Bay community. ESPN will once again partner with Joy of Giving and the Mike Alstott Family Foundation.

The amount associated with sponsoring the event is $10,000. Sponsoring and hosting the event has allowed the City of Treasure Island to be a “Championship Sponsor.” (Exhibit A) Although the sponsorship amount is $10,000, any attributed costs associated with hosting the Beach Invasion event is deducted from the City’s sponsorship amount.

POLICY / PURPOSE
The purpose of this item is to receive Commission approval for the sponsorship of the 2019 ESPN Bad Boy Mowers Gasparilla Bowl by hosting the Beach Invasion on December 21, 2019.

STRATEGIC PLAN RELEVANCE
Goal 8: Rejuvenate the City’s business and tourist areas
Objective 2: To continue to seek opportunities to hold City-wide events

ANALYSIS / DISCUSSION
If approved, the ESPN Gasparilla Bowl Beach Invasion will be Saturday December 21, 2019 from 2pm until 5pm on the public beach behind Gulf Front Park at 10400 Gulf Blvd. In preparation for the event, setup will be scheduled for December 20, 2019. In case of a rain-out, December 22, 2019 will be the official rain-out day.

Below are some of the benefits to the City:

- The City would partner with ESPN Events to host the Beach Invasion in Treasure Island on December 21, 2019.
- The City of Treasure Island’s logo will be included on the Ribbon Board during the nationally televised bowl game at Raymond James Stadium.
- The City of Treasure Island’s logo will be included on ESPN Events’ website with a link to the City’s website.
- The City will be included on ESPN press releases.
- The City will benefit from social media posts promoting the Beach Invasion event.
- Fifteen (15) tickets to Club Level Seats at Raymond James Stadium.
- Fifteen (15) tickets to the all-inclusive ESPN VIP Tailgate.
- Five (5) parking passes.
- Two (2) invitations to ESPN Events’ VIP events throughout the year.
- ESPN Events will create flyers for and provide them to the City to be dispersed to local businesses.
- ESPN Events will give away bowl game tickets to the Treasure Island community who wear team colors during the Beach Invasion event.
The City’s Recreation Department continues to work with the Treasure Island Madeira Beach Chamber of Commerce and Tampa Bay Beaches Chamber of Commerce in order to maximize the positive impact of the public events and to build off of the success of the previous year’s event. The event has been well received by the residents, businesses and visitors. (Exhibit B)

**FUNDING**

As part of hosting the ESPN Gasparilla Bowl Beach Invasion on December 21st, the City will agree to sponsor the event in the amount of $10,000 at the “Championship Sponsor” level, which would be taken out of the Recreation Department’s Community Events account 001-5720-49900. Although the sponsorship amount is $10,000, any attributed personnel and operational costs associated with hosting the community event will be deducted from the sponsorship amount. (Exhibit C)

**RECOMMENDATIONS**

The Recreation Department recommends the Commission’s approval of the sponsorship of the 2019 ESPN Bad Boy Mowers Gasparilla Bowl in the amount of $10,000 by hosting the Beach Invasion on December 21, 2019.

**MOTION**

I move to approve and authorize the request to sponsor the 2019 ESPN Bad Boy Mowers Gasparilla Bowl in the amount of $10,000, and to host the Beach Invasion on December 21, 2019.

**ATTACHMENT(S)**

- Exhibit A - City of Treasure Island - Championship Sponsor
- Exhibit B - ESPN Bad Boy Mowers Gasparilla Bowl Battle at the Beach in Treasure Island
- Exhibit C - 2019 ESPN Bad Boy Mowers Gasparilla Bowl Sponsorship Contract
TITLE SPONSOR

Headquartered in Batesville, AR, Bad Boy Mowers builds some of the toughest and most reliable lawn mowers in the business. As a company who knows their customers, Bad Boy Mowers assembles the key elements that many customers look for in a mower, including build quality, ease of use and an affordable price tag.

Bad Boy Mowers is proud to be the pioneer benefactor of the Gasparilla Bowl.

VISIT BAD BOY MOWERS >

CHAMPIONSHIP SPONSORS
GASPARILLA PARTNERS

https://www.gasparillabowl.com/sponsors/
COMMUNITY PARTNERS

PATRON SPONSORS

https://www.gasparillabowl.com/sponsors/
https://www.gasparillabowl.com/sponsors/
Partnering with the Bad Boy Mowers Gasparilla Bowl offers distinct advantages and opportunities to promote and elevate your brand to a great fan base.

LEARN MORE
Exhibit B -
Attachment: Exhibit B (2166 : Request to Approve Sponsorship of the 2019 ESPN Bad Boy Men's Gasparilla Bowl and Beach Invasion)
Exhibit B -

Attachment: Exhibit B (2166 : Request to Approve Sponsorship of the 2019 ESPN Bad Boy Mowers Gasparilla Bowl and Beach Invasion)
Exhibit B -
ESPN PRODUCTIONS, INC. SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “Agreement”), dated as of November 5, 2019 (the “Effective Date”), is by and between ESPN Productions, Inc., d/b/a ESPN Events, the owner and operator of the Bad Boy Mowers Gasparilla Bowl with offices located at 100 Second Avenue South, Suite 204N, St. Petersburg, FL 33701 (“EPI”) and City of Treasure Island with offices at 120 108th Avenue, Treasure Island, FL 33706 (“Sponsor”) (each a “party” and collectively the “parties”).

The parties agree as follows:

I. EVENT: 2019 Bad Boy Mowers Gasparilla Bowl and the Battle at the Beach (“Beach Event”) specifically set forth in Exhibit A (collectively, the “Event”).

II. TERM: The term of this Agreement commences on the Effective Date and continues through the completion of the parties’ obligations relating to the Event (the “Term”).

III. CONSIDERATION: Sponsor shall pay EPI the amount(s) set forth in Exhibit A (the “Sponsorship Fee”).

IV. DATE OF EVENT, SITE OF EVENT, DISTRIBUTION DETAILS:

   a) The anticipated “Dates” of the Event are (subject to change in EPI’s sole discretion) December 19th, 2019, through December 22nd, 2019.

   b) EPI (or its designated affiliate) may choose to, but is not obligated to, distribute one or more audio, visual, and/or audio-visual recordings of the Event, whether live or tape-delayed, via all means and media now known or hereafter devised (all, “Programs”).

   c) The Event will take place at Raymond James Stadium, Tampa, FL (the “Site”).

V. OBLIGATIONS OF THE PARTIES: The additional rights and obligations of the parties related to the sponsorship of the Event are set forth in Exhibit A, attached hereto and incorporated by this reference. Sponsor acknowledges and agrees that the sponsorship and advertising benefits set forth are limited to the Event only, and may be used by Sponsor during the Term, solely to advertise and promote Sponsor’s products and/or services as identified therein, via the methods described therein, in accordance with and subject to the terms and conditions of this Agreement.

VI. GRANT OF RIGHTS:
Sponsor grants to EPI a nonexclusive, nontransferable, perpetual, worldwide right and license to use Sponsor’s trade/service marks (“Sponsor IP”), as provided by Sponsor to EPI, in furtherance of EPI’s promotion, staging and distribution of the Event (including, but not limited to, in the creation and distribution of Event-related merchandise, in-Site signage, and within and in the promotion and distribution of any Programs (collectively, “Event Promotion and Distribution”)). EPI’s license to use Sponsor IP is perpetual with
As between EPI and Sponsor, EPI owns, exclusively, all rights in and to the Event, the Designated Marks, and any and all Programs. All rights not specifically granted to Sponsor herein are exclusively reserved by EPI.

VII. CANCELLATION/TERMINATION:

EPI may cancel or postpone the Event and/or terminate this Agreement, in its sole discretion. In such event, EPI shall advise Sponsor of any cancellation or postponement and shall, if applicable under the circumstances, use commercially reasonable efforts to remit to Sponsor a pro rata refund or “make good” inventory consistent with EPI’s then current “make good” policy and practices.

Sponsor may not terminate this Agreement. If Sponsor materially breaches this Agreement (including, but not limited to, failure to remit the Sponsorship Fee), (i) Sponsor agrees to pay the full amount of the Sponsorship Fee; and (ii) EPI shall have no obligation to provide Sponsor any benefits hereunder from and after the date of any such material breach.

VIII. INDEMNIFICATION:

a) Sponsor shall indemnify and hold harmless EPI from and against any and all third party demands, claims, suits, causes of action (whether at law or in equity), costs, expenses and reasonable attorneys’ fees, and/or any liability whatsoever, for any injuries and/or damages whatsoever sustained by anyone, whether to their persons, property, and/or reputation (collectively, “Claims”), to the extent caused, or alleged to be caused, by: (i) the acts or omissions of Sponsor, its employees, agents, guests, invitees or
subcontractors; (ii) any products liability claim related to any products or services of Sponsor; (iii) Sponsor’s unauthorized use of EPI’s/ESPN’s marks or the Designated Marks; (iv) the infringement or alleged infringement of any intellectual property rights by Sponsor (including with respect to Sponsor IP and EPI’s use thereof pursuant to this Agreement); (v) Sponsor’s breach or alleged breach of this Agreement or any applicable law. Notwithstanding the foregoing, EPI recognizes that Sponsor is a municipality and, as such, any indemnification provision will be limited as required by Florida Law, including without limitation, Section 768.28 of the Florida Statutes and Florida Constitution. Nothing contained in this Agreement will be construed as a waiver of any immunity from or limitation of liability the Sponsor may have under the doctrine of sovereign immunity or Section 768.28 of the Florida Statutes.

b) EPI shall indemnify and hold harmless Sponsor from and against any and all Claims, to the extent caused by: (i) the negligent acts or willful misconduct of EPI, its employees, agents, or subcontractors; (ii) EPI’s unauthorized use of Sponsor’s marks; (iii) EPI’s breach or alleged breach of this Agreement or any applicable law.

c) The obligations of this Section VIII shall survive the expiration or earlier termination of this Agreement.

d) In any legal proceeding brought by one party hereunder against the other, the prevailing party will be entitled to recover from the other party its reasonable attorneys’ fees and other costs of suit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SPONSOR

By________________________

Name:_______________________
Title:_______________________

ESPN PRODUCTIONS, INC.

By________________________

Name:_______________________
Title:_______________________
EXHIBIT A

I. THE EVENT

On December 21, 2019, two college football programs will descend on Treasure Island’s beautiful beach to enjoy a day of competition between marching bands and competing bowl teams. The 2019 Bad Boy Mowers Gasparilla Bowl – Beach Invasion and Battle of the Bands will be held on December 21, 2019 on the Public Beach behind Gulf Front Park within the City of Treasure Island, Florida (collectively, the “Beach Event”).

The Sponsor’s obligations to EPI in relation to the Beach Event are as follows:

1. The Sponsor shall provide a venue for access to the Beach Event at the public beach behind Gulf Front Park.
2. The Sponsor shall allot parking for Team and Band Buses and for ten (10) EPI staff cars. All other parking related to the Beach Event will occur at the Sponsor’s many metered lots. The Sponsor is not waiving parking fees for the public for the Beach Event.
3. The Sponsor shall provide a power supply for the Beach Event.
4. In accordance with the FDEP Permit for the Beach Event, the Sponsor will allow EPI to construct a 32x24 stage for the Beach Event and will allow vendors to sell food and beer on the beach, providing such activity is in accordance with applicable law.

Upon EPI’s request the Sponsor is willing to provide EPI with additional assistance with the Beach Event at the Sponsor’s sole discretion. Such assistance from the Sponsor may include the following:

1. Providing volunteers to direct parking.
2. Providing a DJ system.
3. Providing games to use for the Beach Event.
4. Providing Inflatables.
5. Marketing the Beach Event to the public.
7. Assisting with securing food vendors.

If the Sponsor incurs any costs associated with providing the assistance identified above, such cost will be subtracted from the Sponsorship Fee identified below.

EPI shall furnish the Sponsor with proof of insurance coverage, at least one (1) day prior to the Beach Event as follows:

1. A policy naming the Sponsor, the City of Treasure Island (the Sponsor) as an additional insured entity at a level no less than One Million Dollars ($1,000,000);
2. The name of the insurer, the number of the policy, its effective date, and its termination date;
3. Statement that the insurer will mail notice to the Sponsor at least five (5) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy; and
4. Certificate of Insurance must be in the form as approved by the Sponsor and such Certificate must clearly state all the coverage’s required in this Agreement.

EPI’s vendors, performers, and Beach Event participants must adhere to and comply with all City Ordinances. EPI will be responsible for ensuring the provisions of this Agreement are complied with and not violated by Beach Event organizers, vendors, performers, and participants. EPI agrees to comply with all of the terms of the FDEP Permit and Temporary License for the Beach Event.

II. SPONSORSHIP

The Sponsor agrees to purchase a sponsorship of the Beach Event in the amount of ten thousand dollars ($10,000.00) minus any expenses incurred by the Sponsor in providing EPI additional assistance with the Beach Event as described above in Section I.

In exchange EPI’s shall provide the following to the Sponsor:

1. Fifteen (15) tickets to Club Level Seats at Raymond James Stadium.
2. Fifteen (15) tickets to the all-inclusive ESPN VIP Tailgate.
3. Five (5) parking passes.
4. Two (2) invitations to EPI’s VIP events throughout the year.
5. EPI shall include the Sponsor’s Logo on the Ribbon Board in the stadium during the Bowl Event.
6. Social Media promoted posts for the beach event on December 21, 2019.
7. Inclusion of the Sponsor’s logo on EPI’s website with a link to the Sponsor’s website.
8. EPI will create flyers for and provide them to the Sponsor for the Sponsor to disperse to local businesses to market the events.
DATE: October 25, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Authorization to Purchase Utility Relocation Services and Street Light installation from Duke Energy in the amount of $349,595.40 for the Gulf Boulevard Improvement/Beautification Project

BACKGROUND

The Gulf Boulevard Improvement Program began in June 2001 with a publication by Phil Graham & Company, P.A. in conjunction with the Pinellas County Economic Development and a cooperative effort with the county’s eleven of the beach communities, Pinellas County Utilities, Progress Energy, Verizon and Bright House. The participating municipalities include from north to south: Clearwater, Belleair Beach, Belleair Shores, Indian Rocks Beach, Indian Shores, Redington Shores, North Redington Beach, Redington Beach, Madeira Beach, Treasure Island, and St. Pete Beach. The publication outlined the design opportunities for site improvements that would update the entire Gulf Boulevard Corridor in Pinellas County by creating a unified streetscape experience and relocate the overhead utilities underground. The 2001 study was a first step in providing a Master Plan which could be implemented as County funds became available.

A second report was published in December 2002 to provide a schematic design with a cost estimate for the improvements to be adopted as part of the Gulf Boulevard Improvement Program Master Plan published in June 2001.

A third report was then developed in April 2007 to review existing site conditions to establish a current and realistic schematic-level design and cost estimate of the Gulf Boulevard Improvement Program for each of the 11 participating communities. This schematic level design phase of the project is intended to prepare a summary for each participating municipality as to the extent of roadway streetscape elements that will be standards to be implemented to comply with the general criteria and intent set forth in the Gulf Boulevard Improvement Program Master Plan published in June 2001 and subsequent Project Budget Report December 2002.
The budgets for each participating municipality were based on the relative length of Gulf Boulevard in their specific municipality.

<table>
<thead>
<tr>
<th>City</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Pete Beach (including Blind Pass Road)*</td>
<td>3.65 miles</td>
</tr>
<tr>
<td>Treasure Island</td>
<td>2.45 miles</td>
</tr>
<tr>
<td>Madeira Beach</td>
<td>2.15 miles</td>
</tr>
<tr>
<td>Redington Beach</td>
<td>1.05 miles</td>
</tr>
<tr>
<td>North Redington Beach</td>
<td>0.72 miles</td>
</tr>
<tr>
<td>Redington Shores</td>
<td>1.15 miles</td>
</tr>
<tr>
<td>Indian Shores</td>
<td>2.57 miles</td>
</tr>
<tr>
<td>Indian Rocks Beach</td>
<td>1.50 miles</td>
</tr>
<tr>
<td>Belleair Shore</td>
<td>1.03 miles</td>
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<tr>
<td>Belleair Beach</td>
<td>0.87 miles</td>
</tr>
<tr>
<td>Clearwater Beach (including Sand Key)</td>
<td>3.24 miles</td>
</tr>
</tbody>
</table>

*does not include Pass-A-Grille

**Figure 1 - Gulf Boulevard Length in Miles per 11 Cities**

The City of Treasure Island was provided $3,777,236 in funding towards the Gulf Boulevard Improvement/Beatification Program. The City utilized the aforementioned reports to meet and exceed the Project Program requirements.

In April 2014, the City presented to the BIG-C sub-committee a proposal for undergrounding utilities on Gulf Boulevard from 127th Ave south to 119th Ave. In addition, the proposal included street light replacement and miscellaneous undergrounding along Gulf Boulevard from 127th Ave to 105th Ave. The total projected cost for this proposal, including engineering design and restoration, was estimated at $2,777,104. Once complete, the actual cost of this work came in at $2,194,413.

An additional proposal for Gulf Boulevard Beautification was sent to the BIG-C sub-committee for their review and authorization to use the remaining funds for a total of $3,777,236 on April 20, 2018.

Since this time, the City Commission has authorized several additional Gulf Boulevard Beautification Program activities including additional utility relocation, planting, irrigation, and lighting south of 105th Ave., which are currently underway.

**POLICY / PURPOSE**

To request authorization from the City Commission to purchase Utility Relocation Services from Duke Energy for the Gulf Boulevard Improvement/Beautification Project in the amount of $349,595.40.

**STRATEGIC PLAN RELEVANCE**

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

**ANALYSIS / DISCUSSION**

The current proposal is to use the estimated remaining funds in the amount of $349,595.40 to
perform utility undergrounding and relocation from 104th Ave to 103rd Avenue, to completely remove all Duke Energy overhead utilities and provide for the replacement of street lights within the area to match those on the north end of Gulf Boulevard. See Exhibit 1 attached. The following is the breakdown of the cost estimate:

1. Underground: $318,860.59
2. Street lighting: $30,734.81

Total: $349,595.40

This cost estimate from Duke Energy is based on normal construction methods, by means of directional bore (See Exhibit 2). Below is a non-inclusive list of assumptions used in calculating the cost estimate:

- All underground facilities to be located in private property easements, not in the right-of-way. Easements to be obtained by customer at no cost to Duke Energy.
- Does not include cost to underground joint users, such as telephone and cable television.
- Does not include cost for restoration of any street, right of way, easement, private property or pavement reconstruction that may be necessary as a result of the construction. This cost only includes backfilling the affected area to safe condition.
- Does not include cost to replace existing meter can to accept new underground service, if necessary.
- Does not include any survey work that may be required to identify right of way and easements.
- All paved/highly landscaped areas will be directional bored.
- Duke Energy’s design does not guarantee construction feasibility in the field until a constructability review is completed.

FUNDING

Funding for this purchase is available in the Gulf Boulevard Undergrounding Fund 301-5300-63120.

RECOMMENDATIONS

It is recommended that the City Commission authorize the utility relocation Services and street light replacement from Duke Energy in the amount of $349,595.40 for the Gulf Boulevard Improvement/Beautification Project.

ATTACHMENTS

Exhibit 1 - Quote from Duke Energy
Exhibit 2 - Construction Layout
MOTION

I move to approve and authorize the utility relocation services and street light replacements from Duke Energy in the amount of $349,595.40 for the Gulf Boulevard Improvement/Beautification Project.
October 22, 2019

Michael Helfrich  
City of Treasure Island  
120 – 108th Avenue  
Treasure Island, FL 33706

Subject: Cost estimate to underground Duke Energy facilities – Gulf Blvd

Dear Mr. Helfrich:

Thank you for submitting your request to Duke Energy. The purpose of this proposal is to provide a cost estimate for the area you have identified. This cost estimate is based on current labor and material rates and may require review and adjustments as needed.

**Project Scope**
To underground Duke Energy’s existing electrical facilities on both sides of Gulf Boulevard from 103rd Avenue to 104th Avenue.

**Cost Estimate**
The cost estimate for the area identified above:

Underground: $318,860.59  
Streetlighting: $30,734.81  
Total: $349,595.40

**Proposal Assumptions**
This cost estimate is based on normal construction methods, by means of directional bore. Below is a non-inclusive list of assumptions used in calculating this estimate:

- All underground facilities to be located in private property easements, not in the right of way. Easements to be obtained by customer at no cost to Duke Energy.
- Does not include cost to underground joint users, such as telephone and cable television.
- Does not include cost for restoration of any street, right of way, easement, private property or pavement reconstruction that may be necessary as a result of the construction. This cost only includes backfilling the affected area to safe condition.
- Does not include cost to replace existing meter can to accept new underground service, if necessary.
- Does not include any survey work that may be required to identify right of way and easements.
- All paved/highly landscaped areas will be directional bored.
- Duke Energy’s design does not guarantee construction feasibility in the field until a constructability review is completed.

If you would like to proceed with this project, please contact me at (727)372-5164 or at the email address above. We appreciate your business and look forward to providing you with excellent customer service.

Sincerely,

Miriam Tucker  
Project Manager  
Customer Delivery
DATE: October 25, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Motion to Dedicate an Easement to Duke Energy at Gulf Front Park for Utility Undergrounding

BACKGROUND

In an effort to utilize all remaining reimbursable funds from the Gulf Boulevard Improvement/Beautification Project, the City of Treasure Island has requested from Duke Energy to perform additional undergrounding of utilities along Gulf Boulevard. This final phase of the utility undergrounding and relocation will take place from 104th Ave to 103rd Avenue, to completely remove all Duke Energy overhead utilities and provide for the replacement of street lights within the area to match those on the north end of Gulf Boulevard.
POLICY / PURPOSE
To approve the requested Duke Energy Utility Easement located at the Gulf Front Park property.

STRATEGIC PLAN RELEVANCE
GOAL 3: Proactively maintain and improve infrastructure that meets the future needs of the City.

ANALYSIS / DISCUSSION
Duke Energy is requesting a 20.00 foot long by 20.00 foot wide easement area for each switchgear and a 10.00 foot wide easement area lying 5.00 feet on each side of GRANTEE's facilities to be installed at the southeasterly portion of the property adjacent to the Gulf Boulevard right-of-way, to accommodate present and future development. See Exhibit 1 attached.

The proposed easement is in the North ½ of Lot 7 and all of Lots 8, 9, 10, 11, 12, 13, 14 and the South ½ of Lot 15, Block "K" City of Treasure Island Blocks J & K and Lots 16 and 17, and the North ½ of Lot 15, Block "K" City of Treasure Island Blocks J & K according to the plat thereof recorded in Plat Book 27, pages 16 and 17, of the Public Records of Pinellas County Florida. The Tax Parcel Number is: 23-31-15-91926-011-0070.

See Exhibit 2 - Letter from Duke Energy Requesting Easement

See Exhibit 3 - Municipal Utility Easement

FUNDING
Dedication of the requested easement by the City Commission has no budgetary impact on the City.

RECOMMENDATIONS
Staff recommends that the Commission authorize the City Manager to sign the Utility Easement.

ATTACHMENTS
Exhibit 1 - Gulf Front Park Property
Exhibit 2 - City of TI Request letter
Exhibit 3 - Municipal Easement

MOTION
I move to approve and authorize the City Manager to sign the Utility Easement from Duke Energy for the Gulf Front Park property.
October 25, 2019

CITY OF TREASURE ISLAND, FLORIDA, a Municipal Corporation.

10400 Gulf Boulevard,
Treasure Island, FL 33707-2000

Property: 10400 Gulf Boulevard, Treasure Island
Project: Treasure Island – UG
Parcel ID: UG 23-31-15-91926-011-0070

Dear Sir/Madam,

Per the request of the City of Treasure Island, Duke Energy will be converting the overhead facilities along Gulf Boulevard and surrounding areas to underground facilities. Reliability is a responsibility Duke Energy takes very seriously. Our goal is to continue to meet Florida’s demand for reliable, dependable electricity now and in the future for homes, schools and business.

This process will require easement documents to be processed by the property owners where the facilities will be converted. Enclosed are the necessary easement documents pertinent to your property. Basically, it establishes that, as the property owner(s), you grant Duke Energy the ability to replace and install electrical facilities on your property. Of course, you still retain ownership of the entire property. Also important for you to note is that Duke Energy will not add any additional facilities to your property without mutual agreement between you, as owner of the property, and Duke Energy.

Kindly return one (1) of the executed Easements, with original signatures, to this office. For your convenience, I have enclosed a self-addressed envelope. The second copy is for your records. Instructions are included for proper execution of the documents and a notary can be provided if needed.

Please note Duke Energy may have to delay the scheduling of the conversion without the receipt of these properly executed documents.

If you have any questions regarding the Easement documents, please do not hesitate to contact my office at 614-579-4193. We look forward to working with you and meeting your electric service needs.

Sincerely,

Leanne Haely
Land Representative
Right of Way - Florida

Enclosures
Pinellas County, Florida
Work Request #: Treasure Island Beach UG Phase 3
Address: Gulf Blvd., Treasure Island
STR: 34-29S-15E

EASEMENT

THIS EASEMENT ("Easement") from CITY OF TREASURE ISLAND, FLORIDA, a Municipal Corporation, whose address is 120 108th Ave., Treasure Island, FL 33706-4702 ("GRANTOR," whether one or more) to DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto GRANTEE, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 20.00 foot wide by 20.00 foot wide Easement Area for each switchgear and a 10.00 foot wide Easement Area lying 5.00 feet on each side of GRANTEE's facilities to be installed at the Southeasterly portion of following described property adjacent to Gulf Boulevard Road Right-of-Way, to accommodate present and future development.

See legal description on the accompanying Exhibit “A” attached hereto and incorporated herein by this reference.


The rights herein granted to GRANTEE by GRANTOR specifically include the right: (a) for GRANTEE to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said Facilities; (b) for GRANTEE to increase or decrease the voltage and to change the quantity and type of Facilities; (c) ingress and egress over the Easement Area and over portions of GRANTOR’s adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of GRANTEE, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for GRANTEE’s safe, reliable

Prepared By:
Bruce C. Crawford, Esquire
19901 Danka Circle, Suite C
St. Petersburg, Florida 33716

Return To: Duke Energy
Attn: Land Services
2401 25th Street North, SP-15
St. Petersburg, Florida 33713
and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to GRANTEE shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to GRANTEE herein; provided however, without the prior written consent of GRANTEE, GRANTOR shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to GRANTEE’s facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. GRANTEE shall have the right to remove any such obstruction(s) at GRANTOR’s expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or GRANTOR’s adjoining property caused by GRANTEE or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and GRANTOR reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to GRANTEE herein.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.
IN WITNESS WHEREOF, this Easement has been executed by Grantor on this _____ day of ______________________, 2019, and is effective as of the Effective Date herein.

GRANTOR:
CITY OF TREASURE ISLAND
A Municipal Corporation

City Manager

Printed or Type Name

ATTEST:

__________________, City Clerk

Reviewed and Approved:

__________________, City Attorney

Grantor(s) mailing address:
120 108th Ave.
Treasure Island, FL 33706-4702

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Signature of First Witness

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of _____________________ )
County of _____________________ ) ss

The foregoing Easement was acknowledged before me this _____day of ______________________, 2019, by ______________________ and ______________________, respectively Mayor and City Clerk of City of Treasure Island, a municipal corporation existing under the laws of the State of Florida, on behalf of the Corporation who are personally known to me or who has/have produced ______________________ as identification and who did/did not take an oath.

CORPORATE SEAL
NOTARY SEAL

________________________
Name:
Notary Public
Serial Number:
My Commission Expires:
Exhibit “A”

The North ½ of Lot 7 and all of Lots 8, 9, 10, 11, 12, 13, 14 and the South ½ of Lot 15, Block "K" CITY OF TREASURE ISLAND BLOCKS J & K

and

Lots 16 and 17, and the North ½ of Lot 15, Block "K" CITY OF TREASURE ISLAND BLOCKS J & K. according to the plat thereof recorded in Plat Book 27, Pages 16 and 17, of the Public Records of Pinellas County, Florida, subject to items listed on Schedule "A" attached hereto and made a part hereof by reference, and encumbered by the Agreement recorded in Deed Book 1469, Pages 251 and 252, of the Public Records of Pinellas County, Florida.
DATE:          October 25, 2019

TO:            Garry Brumback, City Manager

FROM:          Michael Helfrich, Public Works Director

SUBJECT:       Motion to Authorize the City Manager to Award a Contract to C&T Contracting Services, LLC. in the amount of $1,608,466 for the Rehabilitation of Lift Stations 1, 2, 5, 10, and 11.

BACKGROUND

Over the last 8 years, the City has completed the rehabilitation of the Master Pump Station and lift station numbers 3, 4, 6, 7, 8, and 9. The remaining lift stations that require rehabilitation are numbers 1, 2, 5, 10 and 11. These Lift Stations have not had a complete rehabilitation performed on them for over 20 years and they are in dire need of a complete rehabilitation. The five lift stations need various rehabilitations from new pumps, electrical panels, pipes, valves and wet well cover/access doors.

Advanced Engineering Design, Inc. (AED) prepared the contract documents and technical specifications for bidding purposes and is tasked with providing bidding and construction engineering services for this project.

On August 28, 2019, the City solicited competitive bids for the lift station rehabilitations. On October 10, 2019 four bids were received with one as a “No Bid” for the work as described in the contract documents and technical specifications. The bid results for Schedule A of the bid were as follows:

1. Hinterland Group, Inc.          A   $1,845,700
2. TLC Diversified, Inc.          A   $1,845,955
3. Danus Utilities, Inc.           A   $1,968,432
4. C&T Contracting Services, LLC   A   $1,608,466
5. Kloote, Inc.                    No Bid

The proposals were subsequently reviewed by AED identifying C&T Contracting Services, LLC. as the lowest responsive, responsible bidder. The recommendation for award by AED is attached as Exhibit 1.
POLICY / PURPOSE

To award a contract for the rehabilitation of lift station numbers 1, 2, 5, 10 and 11.

STRATEGIC PLAN RELEVANCE

GOAL 3: Proactively maintain and improve infrastructure that meets the future needs of the City.
OBJECTIVE 2: To update and implement 5-year maintenance plans for City infrastructure such as sewer, storm water, roads, parks, and miscellaneous facilities.

ANALYSIS / DISCUSSION

Award of the contract for rehabilitation of the lift stations is anticipated to occur by December 2019 and construction is to be completed within 270 days thereafter. The scope of work for the rehabilitations includes the following components:

- Installation of a new valve vault,
- Repairs to the wet well side walls and floor,
- Construction of a new wet well top slab and watertight hatch,
- New piping, fittings, and valves,
- Addition of pressure gauges,
- New pumps and hardware,
- Installation of electrical panel and components, and
- Site restoration.

FUNDING

Funding for this project is available in the Water Pollution Control account number 420-5350-63450 in the amount of $1,608,466 plus $160,000 contingency for any additional unforeseen changes and conditions.

RECOMMENDATIONS

Staff recommends that the commission authorize the City Manager to award a construction contract to C&T Contracting Services, LLC. in the amount of $1,608,466 for the rehabilitation of Lift Stations 1, 2, 5, 10, and 11. Further, it is recommended that the Commission authorize the City Manager to approve change orders in the additional amount of $160,000 for unforeseen changes and conditions as approved by the City’s engineer or record, AED. See Exhibit 2 - C&T Contracting Services - CONTRACT.

ATTACHMENTS

Exhibit 1 - Recommendation of Award Letter
Exhibit 2 - C&T Contracting Services - CONTRACT

MOTION

I move to approve and authorize the City Manager to award a contract to C&T Contracting Services, LLC. in the amount of $1,608,466 for the rehabilitation of Lift Stations 1, 2, 5, 10, and 11 and authorize the City Manager to approve change orders up to the additional amount of
$160,000 for unforeseen changes and conditions as approved by the City’s engineer of record, AED and the City Manager.
October 15, 2019

Michael Munger
Management Analyst
City of Treasure Island
120 108th Avenue
Treasure Island, Florida 33706

Re: Lift Station Rehabilitations (Phase II)
   Solicitation No. 20-003
   Recommendation of Award

Dear Mr. Munger:

Please allow this letter to serve as Advanced Engineering & Design, Inc.’s (AED) formal recommendation of award for the above referenced project.

AED personnel evaluated (numerically) the proposals provided by the City and confirmed that no mathematical errors were present. The City received proposals from four (4) bidders with pricing ranging from $1,608,466.00 to $1,968,432.00 for Bid Schedule A. C&T Contracting Services LLC (C&T) was identified as the apparent low bidder and submitted a bid package reported to be complete. Pricing for the apparent low bidder appeared balanced in nature. Please reference the attached document titled “Bid Tabulation” for an itemized summary of the submitted bids. Please note that Bid Schedule A was identified as the basis of bidder ranking.

In accordance with the Invitation to Bid, AED requested that C&T provide sample projects and references to “show that the company has the necessary facilities, equipment, ability and financial resources to the perform the work” and to confirm that C&T has the necessary “experience in work of the same or similar nature”. The findings of this investigation can be seen in the attached document entitled “Summary of Reference Projects”.

AED’s reference project investigation focused on the primary scope elements for the lift station rehabilitation project which are the bypassing of sewage flows, the construction of gravity sewer, concrete structure construction & concrete structure repair, mechanical systems (including pumps and piping), electrical power and controls and site restoration. While no single reference project contained all of the scope elements, the aggregate scope of the projects cover all of the work elements needed to construct this City project.
Positive feedback was provided from the Owner representatives and clients contacted during this investigation. Specifically, the firm’s organization and communication skills, ability to expeditiously complete work, attention to detail and fairness in pricing were key traits shared by many of the contacted parties. These are characteristics highly valued by AED and, likely, the City. Furthermore, the provided commentary was consistent with our observations when a C&T managing member (Christopher Telson) served as a Project Manager for the rehabilitation of the City’s Lift Station No. 4. This ~$650,000.00 construction project, completed when Mr. Telson was with a previous employer (Wharton-Smith, Inc.), included scope complexities not foreseen for this contract.

AED has not worked directly with C&T on any municipal or private projects. However, based upon our investigation, we are of the opinion that the portfolio presented by C&T illustrates suitable experience in work similar in nature to this project. Additionally, review of the submitted reference projects suggest that C&T has all of the necessary facilities, equipment and ability to perform the work. Their ability to obtain a payment and performance bond for the project speaks to the company’s financial soundness and suitability of financial resources.

Therefore, AED recommends awarding the contract to C&T Contracting Services LLC for the amount of $1,608,466.00. Due to the $4,000.00 increase for spare control panel costs in Bid Schedule B, it is recommended that the City only pursue the work within Bid Schedule A. A future Owner Direct Purchase could provide a cost savings through the removal of sales tax and contractor overhead.

Sincerely,
Advanced Engineering & Design, Inc.

Justin Keller, P.E., CFM, ENV SP
Project Manager

Cc: Michael Helfrich, P.E., City of Treasure Island
    Stacy Boyles, P.E., City of Treasure Island

Attachments: Bid Tabulation
            Summary of Reference Projects
## City of Treasure Island
### Lift Station Rehabilitations (Phase II)
#### Solicitation No. 20-003

**Bid Tabulation**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>C&amp;T Contracting Services LLC</th>
<th>Hinterland Group, Inc.</th>
<th>TLC Diversified, Inc.</th>
<th>Danus Utilities</th>
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<tbody>
<tr>
<td></td>
<td></td>
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<td>Unit Cost</td>
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<td>LS-7</td>
<td>Utility Fee Reimbursement (Pinellas County Utilities)</td>
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</tr>
<tr>
<td>LS-9</td>
<td>Control Panel (10 HP)</td>
<td>EA</td>
<td>1</td>
<td>$28,332.00</td>
<td>$28,332.00</td>
<td>$58,000.00</td>
<td>$58,000.00</td>
</tr>
</tbody>
</table>

**Bid Schedule A**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>LS-1</td>
<td>Lift Station No. 1 Rehabilitation</td>
<td>LS</td>
<td>1</td>
<td>$310,265.00</td>
<td>$310,265.00</td>
</tr>
<tr>
<td>LS-2</td>
<td>Lift Station No. 2 Rehabilitation</td>
<td>LS</td>
<td>1</td>
<td>$307,441.00</td>
<td>$307,441.00</td>
</tr>
<tr>
<td>LS-3</td>
<td>Lift Station No. 5 Rehabilitation</td>
<td>LS</td>
<td>1</td>
<td>$300,381.00</td>
<td>$300,381.00</td>
</tr>
<tr>
<td>LS-4</td>
<td>Lift Station No. 10 Rehabilitation</td>
<td>LS</td>
<td>1</td>
<td>$290,442.00</td>
<td>$290,442.00</td>
</tr>
<tr>
<td>LS-5</td>
<td>Lift Station No. 11 Rehabilitation</td>
<td>LS</td>
<td>1</td>
<td>$315,953.00</td>
<td>$315,953.00</td>
</tr>
<tr>
<td>LS-6</td>
<td>Utility Fee Reimbursement (Duke Energy)</td>
<td>LS</td>
<td>1</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>LS-7</td>
<td>Utility Fee Reimbursement (Pinellas County Utilities)</td>
<td>LS</td>
<td>1</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>LS-8</td>
<td>Control Panel (5 HP)</td>
<td>EA</td>
<td>1</td>
<td>$25,652.00</td>
<td>$25,652.00</td>
</tr>
<tr>
<td>LS-9</td>
<td>Control Panel (10 HP)</td>
<td>EA</td>
<td>1</td>
<td>$28,332.00</td>
<td>$28,332.00</td>
</tr>
</tbody>
</table>

**Bid Schedule B**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALT-1</td>
<td>Spare Control Panel (5 HP)</td>
<td>EA</td>
<td>1</td>
<td>$27,652.00</td>
<td>$27,652.00</td>
</tr>
<tr>
<td>ALT-2</td>
<td>Spare Control Panel (10 HP)</td>
<td>EA</td>
<td>1</td>
<td>$30,332.00</td>
<td>$30,332.00</td>
</tr>
</tbody>
</table>

**Subtotal (Basis of Bid Ranking)**

<table>
<thead>
<tr>
<th></th>
<th>C&amp;T Contracting Services LLC</th>
<th>Hinterland Group, Inc.</th>
<th>TLC Diversified, Inc.</th>
<th>Danus Utilities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unit Cost</td>
<td>Total Cost</td>
<td>Unit Cost</td>
<td>Total Cost</td>
</tr>
<tr>
<td>Total</td>
<td>$1,608,466.00</td>
<td>$1,845,700.00</td>
<td>$1,845,955.00</td>
<td>$1,968,432.00</td>
</tr>
</tbody>
</table>

**Total (Bid Schedule A + Bid Schedule B)**

1,666,450.00

---

Attachment: Exhibit 1 - Recommendation of Award (2171 : Motion to Authorize the City Manager to Award
## Summary of Reference Projects

<table>
<thead>
<tr>
<th>Project Scope Elements</th>
<th>Marion County</th>
<th>City of Dunedin</th>
<th>City of St. Petersburg</th>
<th>City of Clearwater</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Golden Oaks Master LS</strong></td>
<td>WWT Blower &amp; Valve Replacements</td>
<td>WWT Backwash Filter Replacement</td>
<td>Southwest WRF Capacity Upgrades</td>
<td>Kapok Sewer &amp; Retaining Wall</td>
</tr>
<tr>
<td>Alex Rad</td>
<td>Brian Antonin</td>
<td>Joby Jett / Seth Simmons</td>
<td>Tanner Stone</td>
<td>Erik Soderlund</td>
</tr>
<tr>
<td>Marion County, Construction Coordinator</td>
<td>City of Dunedin, Construction Inspector</td>
<td>SGS Contracting</td>
<td>Haskel Company, Assistant Project Manager</td>
<td>City of Clearwater, Inspector</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub / Prime</th>
<th>Prime</th>
<th>Sub</th>
<th>Sub</th>
<th>Sub</th>
<th>Sub</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>~ $280,000</td>
<td>~ $80,000</td>
<td>~ $75,000 (Labor Only)</td>
<td>Unknown</td>
<td>~ $500,000</td>
</tr>
<tr>
<td>Bypass Required</td>
<td>Yes</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>Yes (8&quot;)</td>
</tr>
<tr>
<td>Gravity Sewer</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None/Yes (8&quot;)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Concrete / Structural Repairs</th>
<th>Top Slab &amp; Well Repairs</th>
<th>Housekeeping Pads for Blowers</th>
<th>Concrete Pedestals Within Basement for Pumps</th>
<th>Clarifier Finish &amp; Slabs</th>
<th>Retaining Wall (Including Footers)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pump (HP) / Pipe Assembly (Dia.)</td>
<td>Duplex (Not able to recall HP) / 6&quot; FM within well</td>
<td>Blower Piping (8&quot; thru 12&quot;)</td>
<td>Pumps Over 150 HP / Owner Supplied Piping Installed by C&amp;T (18&quot; - 24&quot;) / Check Valves Installed</td>
<td>Yard Piping in Future (6&quot;) / Would Use Them For Larger Pipe if Opportunity If Available</td>
<td>None / Gravity Only</td>
</tr>
<tr>
<td>Electrical Scope</td>
<td>New conduit between well &amp; JB / Relocated existing electrical raceway and panels</td>
<td>Electrical Done in House by Dunedin</td>
<td>None</td>
<td>None (C&amp;T Self Performs All Work for this GC)</td>
<td>None</td>
</tr>
<tr>
<td>Restoration</td>
<td>Soil, Compacted non-paned entrance to facilitate vac truck access</td>
<td>None (by Prime)</td>
<td>Minor Wall and Floor Repairs</td>
<td>None (Restoration Done by Other Sub)</td>
<td>None (Restoration Done by Prime)</td>
</tr>
</tbody>
</table>

| Commentary | Organized; Did a good job; Hopes to work with them again | They Actively Look to Hire Them / Commented that Crews Huske and are "Jam Up" | Authorized C&T to proceed prior to finalizing pricing due to project schedule and work completed to date; C&T had opportunity to inflate costs but submitted pricing was fair and lower than expected; Commented that they would look to work with them again | Easy to work (repeated multiple times) with admin wise and field supervision is superb. Commented that they wont "nickel and dime" them. | Very efficient; Would Recommend & Welcome then to Bid on Future City Work |

**Additional Commentary**

1. Jose Cisneros, a managing member of the firm, will be the field superintendent for the project.
2. The electrical subcontractor used for the Marion County project identified above is proposed to be used for this project. A paving subcontractor has not yet been identified.
3. The Contractor reported that the average project cost for this calendar year is between $350,000.00 - $500,000.00 with a large majority of the work being self-performed.
4. The Contractor reported that they initially intended on rehabilitating a single station at a time. However, if preferred by the City, they would be available to provide the necessary labor to rehabilitate two stations at a time.
CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND C & T Contracting Services LLC

PERTAINING TO

LIFT STATION REHABILITATIONS

ITB 20-003

This CONTRACT is made and entered into on the ___ day of __________, 20___ ("Effective Date"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is:

City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("CITY"), and

C & T Contracting Services LLC, FEIN 82-0670915

("CONTRACTOR"), collectively (the "PARTIES") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive bid for LIFT STATION REHABILITATIONS ITB 20-003 as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for LIFT STATION REHABILITATIONS ITB 20-003 in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:
SECTION 1. SCOPE OF WORK.

The Scope of Work/Services is specially identified in ITB 20-003.

SECTION 2. TERM.

The term of the contract will extend from the effective date until the final payment of the invoice by the City.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR include, but are not limited to, the following:

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

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

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

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

SECTION 4. STANDARD OF CARE.

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

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

SECTION 5. COMPENSATION.

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

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

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

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots,
national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

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

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

SECTION 8. CITY OBLIGATIONS.

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

SECTION 9. APPLICABLE LICENSING.

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

SECTION 10. COMPLIANCE WITH ALL LAWS.

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

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

SECTION 12. INDEPENDENT CONTRACTOR.

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

SECTION 13. BANKRUPTCY OR INSOLVENCY.

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

SECTION 14. CONFLICT OF INTEREST.

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

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

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

SECTION 17. INSURANCE.
The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions of ITB 20-003, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY prior to the CITY
issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all policies, as applicable.

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

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

SECTION 20. PUBLIC RECORDS.
The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records
under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this CONTRACT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

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

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

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

d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.
THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

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

SECTION 22. NOTICE.

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

City of Treasure Island
ITB 20-083
LIFT STATION REHABILITATIONS
City of Treasure Island  
Attention: Michael Munger, Purchasing Coordinator  
120 108th Avenue  
Treasure Island, Florida 33706  
Phone: (727)-547-4575  
Fax: (727)-547-4582  
mmunger@mvtreasureisland.org

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

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

- **Company:** C & T Contracting Services LLC  
- **Attention:** Christopher Telson  
- **Address:** 1249 Woodlawn Terrace, Clearwater, FL 33755  
- **Phone:** 727-483-1594  
- **Fax:**  
- **Email:** ctcontractingservicesllc@gmail.com

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

**SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.**

The following documents are hereby incorporated and made part of this Contract:

1. Invitation to Bid Documents for ITB No. 20-003 including addenda and attachments
2. Bid documents submitted by CONTRACTOR as part of their solicitation response.

**SECTION 24. MISCELLANEOUS.**

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

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

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

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

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

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

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

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

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

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

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

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

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

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

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

As To
CONTRACTOR
C & T Contracting Services LLC
(name of corporation or business)

BY: Managing Member
(title of authorized corporate officer or individual)

Christopher Telson
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Mayor:

City of Treasure Island
ITB 20-003
LIFT STATION REHABILITATIONS
DATE: October 25, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Motion to Purchase a Replacement Backhoe Loader for Public Works Department from Ring Power Corporation in the purchase amount of $106,284.

BACKGROUND

In the Fiscal Year 2020 budget, the Public Works Department (PWD) requested authorization to purchase a replacement Backhoe Loader. The total budgeted amount was approved at $131,400 for the replacement Backhoe Loader.

The existing backhoe loader (Caterpillar 420D) was purchased in May 2006. Since 2011, the backhoe has had over $27,734 in repairs. This last year approximately $7,000 was spent on repairs. The purchase price for the backhoe in 2006 was $59,062. The turn in value for the existing Backhoe Loader is approximately $23,000.

Figure 1- Existing 2005 Backhoe and Loader
POLICY / PURPOSE
To approve the planned and budgeted replacement of the backhoe loader (Caterpillar 420D).

STRATEGIC PLAN RELEVANCE
GOAL 3: Proactively maintain and improve infrastructure that meets the future needs of the City.

ANALYSIS / DISCUSSION
The Backhoe Loader is an essential and vital piece of equipment and is used between 3 to 5 days per week. Approximately, from 750 to 1000 hours of use per year. In addition, the Backhoe Loader is a crucial piece of equipment that is used as the “first push” after hurricanes or high wind events with fallen trees and debris. Because of the critical nature of the Backhoe Loader, rental is not an option. Rental options are:

- Weekly $ 2,636.00
- Monthly $ 5,723.00
- Yearly $68,676.00

The PWD contacted Ring Power Corporation to quote on the replacement backhoe loader requested in this memo. Using the Florida Sheriff’s Association contract Bid # FSA18-VEH16.0 Partial Extension the following quotes were received:

1. New Caterpillar 430F2 Backhoe Loader (Purchase) $ 106,284.00
2. Lease Option (Yearly) $ 22,959.60
3. Lease Option Minimum 36 Months (36 months) $ 68,878.80
4. Buyout after 36 Months $ 46,500.00
5. 36 Months and Buyout $ 115,378.00

The most cost effective method for this piece of equipment is to fully purchase. We expect the Backhoe Loader to be useful for 10 years. The purchase price spread out over 10 years is $10,628.40. In addition, after 10 years the Backhoe Loader will have a trade in value approximately 30% of purchase price.

However, if the City leases the Backhoe Loader and does not take the buy option, the City would be able to have a new Backhoe Loader lease every 3 years. This is not the most cost effective option, but allows for more flexibility at the 3 year point.

FUNDING
The replacement for the existing backhoe loader with the New Caterpillar 430F2 Backhoe Loader is budgeted in FY 2020 split between the Wastewater Fund (420-5350-64200) in the amount of $53,142 and the Stormwater Fund (450-5380-64200) in the amount of $53,142.

RECOMMENDATIONS
Staff recommends Commission authorization to purchase New Caterpillar 430F2 Backhoe Loader for a total of $106,284.00.
ATTACHMENTS

Exhibit 1 – New Caterpillar 430F2 Backhoe Loader Quote

MOTION

I move to approve and authorize the purchase of a new Caterpillar 430F2 Backhoe Loader for a total of $106,284.00 from Ring Power Corporation.
QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: City of Treasure Island 10/22/2019

Rev 10/24

(1) NEW CATERPILLAR 430F2 BACKHOE LOADER

CONTRACT DETAILS

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<thead>
<tr>
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<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Florida Sheriff's Association Bid # FSA18-VEH16.0 Partial Extension</td>
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<tr>
<td>Specification # 28, 4x4 Loader Backhoe with Canopy and Options</td>
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<td>Contract Rollover Dates: October 1, 2019 Through September 30, 2020</td>
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BASE MACHINE

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<td>BASE Caterpillar 416F Per Sheriff's Contract Specifications</td>
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<td>450-8452 Upgrade to 430F, Base Machine Only</td>
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<td>Sub Total</td>
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NON-SPECIFIED OPTIONS

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<td>450-8732 STICK, EXTENDABLE, 16FT</td>
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<td>547-6095 PT, 4WD, STD SHIFT</td>
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<td>450-8530 HYDRAULICS, MP, 6FCN/8BNK, ST</td>
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<td>447-0049 PRODUCT LINK, CELLULAR, PL641I</td>
<td>NC</td>
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<tr>
<td>450-8682 CANOPY, BASE</td>
<td>NC</td>
</tr>
<tr>
<td>491-6734 WORKLIGHTS (8) HALOGEN LAMPS</td>
<td>NC</td>
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<td>433-4804 SEAT, VINYL</td>
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<td>206-1747 BELT, SEAT, 2&quot; SUSPENSION</td>
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<td>380-8961 TIRES, 12.5 80/19.5L-24, FS</td>
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<td>337-9696 COUNTERWEIGHT, 1015 LBS</td>
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<tr>
<td>9R-6007 STABILIZER PADS, FLIP-OVER</td>
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<tr>
<td>219-3387 BUCKET-HD, 24&quot;, 6.2 CFT</td>
<td>$1,683</td>
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<tr>
<td>430-9944 INSTRUCTIONS, ANSI</td>
<td>NC</td>
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Attachment: Exhibit 1 - 430F2 HRC CANOPY CITY OF TREASURE ISLAND QUOTE 10-19_1 (2172 : Motion to Purchase a Replacement Backhoe
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<td>SERIALIZED TECHNICAL MEDIA KIT</td>
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<td>398-2681</td>
<td>RIDE CONTROL</td>
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<td>270-3204</td>
<td>PLATE GROUP - BOOM WEAR</td>
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<td>353-1389</td>
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<td><strong>CAT WORK TOOLS</strong></td>
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<td>337-7447</td>
<td>BUCKET-MP, 1.4 YD3, PO, FORKS, BOCE</td>
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<td></td>
<td>TOTAL TRANSACTION PRICE</td>
<td>$106,284</td>
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**LEASE OPTIONS**

A 3 YEAR / 3,000 TOTAL HOUR LEASE WOULD HAVE A MONTHLY PAYMENT OF $1,913.30. THE OPTION PRICE AT THE END OF THE LEASE WOULD BE $46,500. THIS LEASE CONTAINS A NON-APPROPRIATIONS CLAUSE ALLOWING THE CITY TO TERMINATE IF FUNDS ARE NOT ALBE TO BE ENCUMBERED.

Best regards,

Charles Davis
Sales Representative
Ring Power Corporation
DATE: October 25, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Motion to Purchase Mini Hydraulic Excavator and Trailer for Public Works Department from Ring Power Corporation in the amount of $35,039 for Mini Excavator and $12,199 for the Trailer.

BACKGROUND

In the Fiscal Year 2020 budget, the Public Works Department (PWD) requested authorization to purchase a Mini Hydraulic Excavator and a trailer. The total budgeted amount was approved at $34,500 for the mini excavator and $10,000 for the trailer.

During the last several years, PWD has been renting a Mini Hydraulic Excavator for small dig sewer and stormwater projects. The Mini Hydraulic Excavator is used in confined areas where the Backhoe Loader is not practical due to space constraints. In Fiscal Year 2019, PWD had rental costs of approximately $6,700. In Fiscal Year 2018, PWD had rental costs of approximately $2,400 and in Fiscal Year 2017 rental costs of approximately $2,300. See Exhibit 1 - Mini Excavator and Trailer Invoices.
POLICY / PURPOSE
To approve the planned and budgeted Mini Hydraulic Excavator and new trailer.

STRATEGIC PLAN RELEVANCE
GOAL 3: Proactively maintain and improve infrastructure that meets the future needs of the City.

ANALYSIS / DISCUSSION
As demonstrated, PWD has seen an increase in the use of a rental mini excavator and trailer. In an effort to be more efficient with resources, PWD has been considering ways to increase our work output. We have instructed our crew chiefs to use all available tools and equipment to reduce time spent on maintenance and repair. The purchase of the mini excavator will minimize the amount of hand digging and time spent on projects and utility repairs.

The mini excavator is used to repair laterals and sewer cleanouts when damaged. Damaged laterals and cleanouts are one of the main entry points of storm water into the sanitary sewer system. Inflow and infiltration costs the City approximately $300,000 to $400,000 per year and rising due to the required treatment once the stormwater is introduced into the domestic sewage.

As requested by the City Commission, PWD requested quotes for rental, leasing options and purchase options.

Rental options are as follows:

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Cost</th>
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<tr>
<td>Weekly</td>
<td>$1,270.50</td>
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<tr>
<td>Monthly</td>
<td>$2,250.75</td>
</tr>
<tr>
<td>Yearly</td>
<td>$27,009.00</td>
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</table>
The PWD contacted Ring Power Corporation to quote on a new mini excavator. See Exhibit 2. Using the Florida Sheriff’s Association contract Bid # FSA18-VEH16.0 Partial Extension the following quotes were received:

1. New Caterpillar 302.CR Mini Excavator (Purchase) $ 35,039.00
2. Lease Option (Yearly) $ 7,751.28
3. Lease Option Minimum 36 Months (36 months) $ 23,253.84
4. Buyout after 36 Months $ 15,000.00
5. 36 Months and Buyout $ 38,253.84

Clearly, for short term, rental is a cost effective option. The monthly option is the best price, if only used less than 3 months per year. However, PWD has seen an increase in usage over the last two years and project that we would be utilizing a mini excavator 5 to six times per year.

The PWD contacted Ring Power Corporation to quote on a trailer if the mini excavator is leased or purchased. See Exhibit 3. Using the Florida Sheriff’s Association contract Bid # FSA18-VEH16.0 Partial Extension the following quote was received:

   New Towmaster T-10DT Deck Over Trailer $ 12,199.00

FUNDING

The New Caterpillar 302.7D CR Mini Hydraulic Excavator and the New Towmaster T-10DT Deck Over Trailer is budgeted in FY 2020 the Wastewater Fund (420-5350-64200) in the amount of $47,238 for purchase or $35,452 for a 36 month lease without the buyout option. With the 36 month lease and the buyout option the total cost would be $50,452.84.

RECOMMENDATIONS

Staff recommends Commission authorization to purchase or lease a New Caterpillar 302.7D CR Mini Hydraulic Excavator and purchase a New Towmaster T-10DT Deck Over Trailer for a total of $47,238 for purchase or $35,452 for a 36 month lease without the buyout option.

ATTACHMENTS

   Exhibit 1 - Mini Excavator and Trailer Invoices
   Exhibit 2 - New Caterpillar 302.7D CR Mini Hydraulic Excavator Quote
   Exhibit 3 - New Towmaster T-10DT Deck Over Trailer Quote

MOTION

I move to approve and authorize the purchase or lease of a new Caterpillar 302.7D CR Mini Hydraulic Excavator and purchase new Towmaster T-10DT Deck Over Trailer for a total of $47,238 for purchase or $35,452 for a 36 month lease without the buyout option from Ring Power Corporation.
INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE TO
1oz · 1544.1874
CITY OF TREASURE ISLAND
120 108TH AVE
TREASURE ISLAND, FL 33706-4702

JOB ADDRESS
CITY OF TREASURE ISLAND
121ST AVE
LAGOON LANE
TREASURE ISLAND, FL 33706
727-543-4190

PAIN
SEP 21 2018

BY: ..............................................

QTY EQUIPMENT #

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<th>QTY</th>
<th>EQUIPMENT #</th>
<th>Min</th>
<th>Day</th>
<th>Week</th>
<th>4 Week</th>
<th>Amount</th>
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<tr>
<td>1</td>
<td>6'x14' TANDEM AXLE TRAILER 622032 Make: FELLING Model: FT-10T FP-G Ser #: 5FTDH1623F1000592 Billed from 8/30/18 thru 8/30/18</td>
<td>58.00</td>
<td>58.00</td>
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<td>386.00</td>
<td>58.00</td>
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<td>1</td>
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<td>346.50</td>
<td>776.00</td>
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<td>N/C</td>
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<td>N/C</td>
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<tr>
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<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
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<td>N/C</td>
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SALES ITEMS:

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<td>RETURNED FULL</td>
<td>EA</td>
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Rental Sub-total: 404.50

FINAL BILL: 8/30/18 10:12 AM THRU 8/30/18 11:36 AM.

REMIT TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT
Invoices not paid within 30 days may be subject to a 1%/mo. interest charge.

INVOICE TOTAL 404.50

Attachment: Exhibit 1 – Mini Excavator and Trailer Invoices (2173: Motion to Purchase Mini Hydraulic Excavator and Trailer for Public Works)
### SUNBELT® RENTALS

**INVOICE**

**SEND ALL PAYMENTS TO:**
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

---

**RECEIVED BY**
JIMMY, NOROTTO

**ACCOUNT NO.**
78916

---

**INVOICE TO**

**INVOICE DATE**
8/18/18

---

**Purchased Order No.**
5380

---

**Job No.**
10 - CITY OF TREASURE

---

**Branch**
PINELLAS PARK PC123
6390 US HIGHWAY 19 N
PINELLAS PARK, FL 33781-6234
727-526-9133

---

<table>
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<th>QTY</th>
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<tbody>
<tr>
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<td>6'X14' TANDEM AXLE TRAILER</td>
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<td>58.00</td>
<td>156.00</td>
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<td>1</td>
<td>3,500LB MINI EXCAVATOR</td>
<td>346.50</td>
<td>346.50</td>
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<td>1563.25</td>
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</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>LOAD CHAINS</td>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Billed for Four Weeks 8/02/18 Thru 8/29/18.**

**Rental Sub-total:**

---

**Attachment:** Exhibit 1 – Mini Excavator and Trailer Invoices (2173: Motion to Purchase Mini Hydraulic Excavator and Trailer for Public Works)

---

**Equipment. Service. Guaranteed.**

---

**REMIT TO:**
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

---

**INVOICE TOTAL**
1,949.75

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**NET DUE UPON RECEIPT**

Invoices not paid within 30 days may be subject to a 1-1/2% per month charge.
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</table>

**Comments/Notes:**

CONTACT: JIM NORATO
Cell: 727-543-4190

BILLING FOR FOUR WEEKS 8/07/19 THRU 9/04/19 12:31 PM
### RENTAL ITEMS:

<table>
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<tr>
<th>Qty</th>
<th>Equipment</th>
<th>Description</th>
<th>Minimum</th>
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<th>Week</th>
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<tr>
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<td>677.44</td>
<td>1613.44</td>
<td>1,613.44</td>
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<td>Model: 25VX-3</td>
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<td></td>
<td>Serial: WQ004447</td>
<td>Meter out: 1882.40 Meter in: .00</td>
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<td>1</td>
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<td>TRAILER TILT 12'-16' TO 9,999K TANDEM</td>
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<td>66.00</td>
<td>193.00</td>
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<td></td>
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<td>Model: TI7165TC</td>
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<td></td>
<td>N/C</td>
</tr>
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### COMMENTS/NOTES:

CONTACT: KEVIN
Cell#: 727-743-5599

BILLING PERIOD: 7/01/19 THRU 7/29/19

**PAID**

AUG 09 2019

BY: ....................

---

**Attachment:** Exhibit 1 – Mini Excavator and Trailer Invoices (2173: Motion to Purchase Mini Hydraulic Excavator and Trailer for Public Works)
**RENTAL RETURN**

**Invoice #...** 87543596-0001  
**Invoice date** 3/11/19  
**Date out...** 3/07/19 3:15 PM  
**Date in.....** 3/09/19 12:22 PM  
**Job Loc.....** 120 108TH AVENUE SOUTH, TREAS  
**Job No......** 2 - PUBLIC WORKS - P  
**P.O.#......** 205  
**Ordered By..** BRAUN, PAULA  
**NET DUE UPON RECEIPT**

---

**For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to deliver the property, punishable in accordance with Section 812.155, Florida Statutes.**

---

**QTY** | **EQUIPMENT #** | **Min** | **Day** | **Week** | **4 Week** | **Amount**  
--- | --- | --- | --- | --- | --- | ---  
1.00 | 6'X18' TANDEM AXLE TRAILER | 87.00 | 87.00 | 265.00 | 575.00 | 174.00  
362382 | Make: PELLING Model: FT-10 IT-I Ser #: 5FTP1826C1038743  
6'X18'TANDEM TRAILER, PELLING,FT-10 IT-I,6980# CAPC, SURG, 82", 18", WOOD  
Billed from 3/07/19 thru 3/09/19  
2.00 | LOAD BINDER | 9.50 | 9.50 | 23.40 | 58.40 | 38.00  
2.00 | LOAD CHAINS | 9.50 | 9.50 | 23.40 | 58.40 | 38.00  
**Rental Sub-total:** | | | | | | 250.00  
**Sub-total:** | | | | | | 250.00  
**FINAL BILL:** 3/07/19 03:15 PM THRU 3/09/19 12:22 PM.

---

All amounts are in USD

---

**Rate your rental experience www.sunbeltrentals.com/survey**

---

**Customer is declining Rental Protection Plan (see reverse side for details) (Customer initials)**
## RENTAL RETURN

**Invoice #**: 87691589-0001  
**Invoice date**: 3/14/19  
**Date out**: 3/13/19 11:30 AM  
**Date in**: 3/14/19 08:16 AM  
**Job Loc.**: 120 108TH AVENUE SOUTH, TREASURE ISLAND  
**Job No**: 5 - CITY OF TREASURE  
**P.O. #**: PENDING  
**Ordered By**: DON, SPATZER  
**NET DUE UPON RECEIPT**

<table>
<thead>
<tr>
<th>QTY</th>
<th>EQUIPMENT #</th>
<th>Min</th>
<th>Day</th>
<th>Week</th>
<th>4 Week</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1.00</td>
<td>6'X18' TANDEM AXLE TRAILER</td>
<td>87.00</td>
<td>87.00</td>
<td>265.00</td>
<td>575.00</td>
<td>87.00</td>
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<td></td>
<td>Make: CENTREVILL</td>
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<td>2.00</td>
<td>LOAD BINDER</td>
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<td>23.40</td>
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<tr>
<td>2.00</td>
<td>LOAD CHAINS</td>
<td>9.50</td>
<td>9.50</td>
<td>23.40</td>
<td>58.40</td>
<td>19.00</td>
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Rental Sub-total: $125.00  
Final Bill: 3/13/19 11:30 AM THRU 3/14/19 08:16 AM.  
**Sub-total**: $125.00  
**Total**: $125.00  

All amounts are in USD

---

**Rate your rental experience** [www.sunbeltrentals.com/survey](http://www.sunbeltrentals.com/survey)

---

**Customer Signature**

---

**Packet Pg. 99**
INVOICE TO

CITY OF TREASURE ISLAND
120 108TH AVE
TREASURE ISLAND, FL 33706-4702

JOB ADDRESS
CITY OF TREASURE ISLAND
120 108TH AVENUE SOUTH
PUBLIC WORKS BUILDING
TREASURE ISLAND, FL 33706-4702
727-547-4575

QTY | EQUIPMENT # | Min | Day | Week | 4 Week | Amount
---|-------------|-----|-----|------|--------|------
1  | 6'X18' TANDEM AXLE TRAILER | 87.00 | 87.00 | 265.00 | 575.00 | 87.00
    | 10025474 Make: FELLING Model: FT-10IT-I-G Ser #: 5FTBE2324J2002929 | 9.50 | 9.50 | 23.40 | 58.40 | 19.00
    | # 7K+ CAPACITY | 9.50 | 9.50 | 23.40 | 58.40 | 19.00
2  | LOAD BINDERS | 9.50 | 9.50 | 23.40 | 58.40 | 19.00
2  | LOAD CHAINS | 9.50 | 9.50 | 23.40 | 58.40 | 19.00

FINAL BILL: 2/12/19 10:30 AM THRU 2/13/19 08:28 AM.

RENTAL RETURN

REMIT TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT
Invoices not paid within 30 days may be subject to a 1-1/2% per month charge.

SUBTOTAL 125.0
SALES TAX
INVOICE TOTAL 125.0
INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE TO:

CITY OF TREASURE ISLAND
120 108TH AVE
TREASURE ISLAND FL 33706-4702

INVOICE NO.
86615375

INVOICE DATE
2/11/19

RECEIVED BY
NORATO, JIMMY

ACCOUNT NO.
78916

CONTRACT NO.
86615375

JOB ADDRESS
CITY OF TREASURE ISLAND
12400 1ST ST W
TREASURE ISLAND, FL 33706

JOB NO.
11 CITY OF TREASURE ISLAND

BRANCH
PINELLAS PARK PC123
6390 US HIGHWAY 19 N
PINELLAS PARK, FL 33781-6234
727-526-9133

QTY EQUIPMENT #

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<td>Make: FELLING Model: FT-6T-GW</td>
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<td></td>
<td>Ser #: 5FTE1210K2003564</td>
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<tr>
<td>1</td>
<td>3,500LB MINI EXCAVATOR</td>
<td>346.50</td>
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<td>776.00</td>
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<td>9.50</td>
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<td></td>
<td># SAND PLATE</td>
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<tr>
<td>2</td>
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<td>9.50</td>
<td>9.50</td>
<td>23.40</td>
<td>58.40</td>
<td>46.80</td>
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<tr>
<td>2</td>
<td>LOAD CHAINS</td>
<td>9.50</td>
<td>9.50</td>
<td>23.40</td>
<td>58.40</td>
<td>46.80</td>
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SALES ITEMS:

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<th>Unit</th>
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FINAL BILL: 2/04/19 08:30 AM THRU 2/09/19 08:45 AM.

RENTAL RETURN

REMIT TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT
Invoices not paid within 30 days may be subject to a 1-1/2% per month charge.

SUBTOTAL
1,025.00

SALES TAX

INVOICE TOTAL
1,025.00

Packet Pg. 101
INVOICE TO
CITY OF TREASURE ISLAND
120 108TH AVE
TREASURE ISLAND FL 33706-4702

JOB ADDRESS
RES ROAD
225 104TH AVE
TREASURE ISLAND FL 33706
727-543-4190

<table>
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<th>EQUIPMENT #</th>
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<td>6' WIDE SINGLE AXLE TRAILER</td>
<td>55.00</td>
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<td>386.75</td>
<td>156.00</td>
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<td>3,500LB MINI EXCAVATOR</td>
<td>320.00</td>
<td>320.00</td>
<td>770.00</td>
<td>1563.25</td>
<td>770.00</td>
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<td>HR OUT: 816.000 HR IN: 826.500 TOTAL: 10.500</td>
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1 RF EA RETURNED FULL N/C

RENTAL SUB-TOTAL: 926.00

FINAL BILL: 1/08/19 09:00 AM THRU 1/15/19 08:08 AM.

INVOICES NOT PAID WITHIN 30 DAYS MAY BE SUBJECT TO A 1.5% PER MONTH CHARGE.
INVOICE TO
CITY OF TREASURE ISLAND
120 108TH AVE
TREASURE ISLAND FL 33706-4702

INVOICE TO
10 - 1389 - 1758
CITY OF TREASURE ISLAND
120 108TH AVE
TREASURE ISLAND FL 33706-4702

JOB ADDRESS
PUBLIC WORKS
120 EIGHTH AVENUE SOUTH
TREASURE ISLAND, FL 33706 4316
727-547-4575

QTY | EQUIPMENT # | Min | Day | Week | 4 Week | Amount |
--- | --- | --- | --- | --- | --- | --- |
1 | 6'X14' TANDEM AXLE TRAILER | 112.50 | 112.50 | 240.00 | 451.75 | 240.00 |
831621 Make: FELLING Model: FT-10P-GW Ser #: 5FTDH1526G1004400 Billed from 10/07/16 thru 10/13/16
1 | 3,500LB MINI EXCAVATOR | 346.50 | 346.50 | 760.00 | 1563.25 | 760.00 |
552437 Make: BOBCAT Model: 324 Ser #: AKY522594 HR OUT: 539.000 HR IN: 542.100 TOTAL: 3.100
1 | 12" COMPACT EXCAVATOR BUCKET | N/C | | | | |
2 | LOAD Binder | 9.50 | 9.50 | 23.40 | 58.40 | 46.80 |
2 | LOAD Chains | 9.50 | 9.50 | 23.40 | 58.40 | 46.80 |

SALES ITEMS:
Qty | Item number | Unit | Price |
--- | --- | --- | --- |
1 | RF | EA | N/C |

RETURNED FULL
FINAL BILL: 10/07/16 08:47 AM THRU 10/13/16 12:53 PM.

RENTAL RETURN

INVOICE TOTAL

SUBTOTAL
SALES TAX

Packet Pg. 103
INVOICE TO

CITY OF TREASURE ISLAND
120 108TH AVE
TREASURE ISLAND FL 33706-4702

JOB ADDRESS
PUBLIC WORKS
120 EIGHTH AVENUE SOUTH
TREASURE ISLAND, FL 33706 4316
727-547-4575

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

RECEIVED BY
NORATO, JIMMY

INVOICE NO. 63819279
ACCOUNT NO. 78916
INVOICE DATE 10/07/16
PAGE 1 of 1

INVOICE TO

CITY OF TREASURE ISLAND
120 108TH AVE
TREASURE ISLAND FL 33706-4702

JOB ADDRESS
PUBLIC WORKS
120 EIGHTH AVENUE SOUTH
TREASURE ISLAND, FL 33706 4316
727-547-4575

RECEIVED BY
NORATO, JIMMY

INVOICE NO. 63819279
ACCOUNT NO. 78916
INVOICE DATE 10/07/16
PAGE 1 of 1

INVOICE TO

CITY OF TREASURE ISLAND
120 108TH AVE
TREASURE ISLAND FL 33706-4702

JOB ADDRESS
PUBLIC WORKS
120 EIGHTH AVENUE SOUTH
TREASURE ISLAND, FL 33706 4316
727-547-4575

RECEIVED BY
NORATO, JIMMY

INVOICE NO. 63819279
ACCOUNT NO. 78916
INVOICE DATE 10/07/16
PAGE 1 of 1

QTY    EQUIPMENT #     Min     Day     Week      4 Week     Amount
1  6'X18' TANDEM AXLE TRAILER  79.00  79.00  240.00  540.00   240.00
   362380  Make: FELLING  Model: FT10IT  Ser #: 5FTTH1824C1038742
      Billed from 10/03/16 thru 10/07/16
1  1750LB SKIDSTEER  252.00  252.00  843.75  1830.50  843.75
   431369  Make: BOBCAT  Model: S175  Ser #: A3L540178
      HR OUT: 1794.000  HR IN: 1804.900  TOTAL: 10.900
2  LOAD BINDER  9.50  9.50  23.40  58.40  46.80
2  LOAD CHAINS  9.50  9.50  23.40  58.40  46.80
1  SKIDSTEER LOADER BUCKET  N/C

SALES ITEMS:

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<th>Unit</th>
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FINAL BILL: 10/03/16 11:30 AM THRU 10/07/16 08:35 AM.

RENTAL RETURN

Attachment: Exhibit 1 – Mini Excavator and Trailer Invoices (2173 : Motion to Purchase Mini Hydraulic Excavator and Trailer for Public Works
Quote Prepared For: 10/22/2019
City of Treasure Island

(1) NEW CATERPILLAR 302.7D CR MINI HYDRAULIC EXCAVATOR

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<th>BASE MACHINE</th>
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<tbody>
<tr>
<td>BASE</td>
<td>Caterpillar 303E CR Per Sheriff's Contract Specifications $36,965</td>
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<tr>
<td>447-7971</td>
<td>Downgrade to 302.7D CR, Base Machine Only ($3,450)</td>
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<tr>
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<td>Sub Total $33,515</td>
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<tr>
<td></td>
<td>Plus 3.4% CPI Rollover Sheriff's Contract Increase $1,180</td>
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<td>TOTAL OF BASE MACHINE $34,695</td>
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NON-SPECIFIED OPTIONS

<p>| 386-6104      | CHASSIS AR | INCL |
| 386-6105      | UNDERCARRIAGE AR | INCL |
| 386-6106      | POWERTRAIN AR | INCL |
| 447-9490      | HYDRAULIC AR | INCL |
| 447-5877      | DIESEL ENGINE, &lt;19KW, EPA NTE COMPLIANT | INCL |
| 386-6109      | BOOM AR | INCL |
| 386-6111      | CANOPY | INCL |
| 386-6261      | STICK, LONG, W/ THUMB BRACKET | INCL |
| 386-6287      | BLADE, DOZER, W/ FLOAT | INCL |
| 388-2418      | VALVE, AUXILIARY RELIEF | INCL |
| 385-5238      | LINKAGE, STANDARD | INCL |
| 448-4761      | LINES, AUX, 2 WAY, PROP, LNG, NTE | INCL |
| 385-4305      | COUNTERWEIGHT, 260LBS | INCL |
| 448-1443      | AUTO IDLE, NTE | INCL |</p>
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<th>Code</th>
<th>Description</th>
<th>Incl</th>
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<td>386-9862</td>
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<td>387-6387</td>
<td>BELT, SEAT, 2&quot; RETRACTABLE</td>
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<td>385-4362</td>
<td>INSTRUCTIONS, ANSI, CANOPY</td>
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<td>385-3397</td>
<td>ALARM, TRAVEL</td>
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<td>448-3076</td>
<td>LINES, 2ND AUX, NONE, PROP</td>
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<td>387-0657</td>
<td>MANUAL, OPER. MAINT. ENGLISH</td>
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**Sub Total** $0

**Plus 3.4% CPI Rollover FSA Increase** $0

**Sub Total** $0

**Less 24% Sheriff’s Contract Discount** $0

**Total of Non-Specified Options** $0

### CAT WORK TOOLS

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<th>Description</th>
<th>Price</th>
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<td>153-7851</td>
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<td>190-7390</td>
<td>BUCKET-DIG, 18&quot;</td>
<td>$694</td>
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**Sub Total** $1,354

**Plus 3.4% CPI Rollover FSA Increase** $48

**Sub Total** $1,402

**Less 16% CWT Sheriff’s Contract Discount** ($224)

**Total of CAT WORK TOOLS** $1,177

**Sub Total** $35,872

**Less One Time Additional Discount** ($833)

**Total Transaction Price** $35,039

### LEASE OPTIONS

A 3 YEAR / 3,000 TOTAL HOUR LEASE WOULD HAVE A MONTHLY PAYMENT OF $645.94. THE OPTION PRICE FOR THE MACHINE AT THE END OF THE TERM WOULD BE $15,000. THIS LEASE CONTAINS A NON-APPROPRIATIONS CLAUSE ALLOWING THE CITY TO TERMINATE IF FUNDS ARE NOT ABLE TO BE ENCUMBERED.

Best regards,

Charles Davis  
Sales Representative  
Ring Power Corporation
QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: 10/3/2019
City of Treasure Island

(1) NEW TOWMASTER T-10DT DECK OVER TRAILER

<table>
<thead>
<tr>
<th>CONTRACT DETAILS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Florida Sheriff’s Association</td>
<td></td>
</tr>
<tr>
<td>Bid # FSA 18-VEH16.0 Partial Extension</td>
<td></td>
</tr>
<tr>
<td>Specification # 60, 8’ 6” X 25’ Deck Over Flatbed Trailer and Options</td>
<td></td>
</tr>
<tr>
<td>Contract Rollover Dates: October 1, 2019 Through September 30, 2020</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT PRICING</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Base</strong></td>
<td>$16,556</td>
</tr>
<tr>
<td>Towmaster TC-16 as Specified in Contract</td>
<td></td>
</tr>
<tr>
<td><strong>T-10DT</strong></td>
<td>($6,370)</td>
</tr>
<tr>
<td>Downgrade to T-10DT, Base Trailer Only</td>
<td></td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td>$10,186</td>
</tr>
<tr>
<td><strong>Plus 5.9% CPI Rollover Sheriff’s Contract Increase</strong></td>
<td>$639</td>
</tr>
<tr>
<td><strong>TOTAL OF CONTRACT PRICING</strong></td>
<td>$10,825</td>
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</table>

<table>
<thead>
<tr>
<th>NON-SPECIFIED OPTIONS</th>
<th>INCL</th>
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</thead>
<tbody>
<tr>
<td>16’ DECK LENGTH</td>
<td></td>
</tr>
<tr>
<td>(2) 7,000 LB E-Z LUBE AXLES</td>
<td></td>
</tr>
<tr>
<td>102” OAW WITH 82” DECK WIDTH</td>
<td></td>
</tr>
<tr>
<td>2” NOMINAL OAK DECKING</td>
<td></td>
</tr>
<tr>
<td>24” DIAMOND PLATE APPROACH</td>
<td></td>
</tr>
<tr>
<td>4’ STATIONARY WOOD DECK</td>
<td>$995</td>
</tr>
<tr>
<td>TOOL BOX LID</td>
<td>$125</td>
</tr>
<tr>
<td>HYDRAULIC SURGE BRAKES W/ FREE BACKING</td>
<td>$810</td>
</tr>
<tr>
<td>235/85Rx16 E GOODYEAR TIRES</td>
<td>$660</td>
</tr>
<tr>
<td>WHITE MOD WHEELS</td>
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</tr>
<tr>
<td>7K DROP LEG JACK</td>
<td></td>
</tr>
<tr>
<td>LED LIGHTS</td>
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</tr>
<tr>
<td>7 POLE RV PLUG</td>
<td></td>
</tr>
<tr>
<td>2.5” PINTLE RING HITCH</td>
<td></td>
</tr>
</tbody>
</table>
### Detailed Purchase Description

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 D-RING TIE-DOWNS</td>
<td></td>
<td></td>
<td>INCL</td>
<td></td>
</tr>
<tr>
<td>SAFETY CHAINS WITH HOOKS</td>
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<td></td>
<td>INCL</td>
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</tr>
<tr>
<td>TRAILER COLOR: EQUIPMENT BLACK</td>
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<td></td>
<td>NC</td>
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<tr>
<td><strong>SUB TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$2,590</td>
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<tr>
<td>PLUS 5.9% CPI ROLLOVER FSA INCREASE</td>
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<td></td>
<td>$162</td>
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<td><strong>SUB TOTAL</strong></td>
<td></td>
<td></td>
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<tr>
<td>LESS 3% SHERIFF’S CONTRACT DISCOUNT</td>
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<td>($83)</td>
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<tr>
<td><strong>TOTAL OF NON-SPECIFIED OPTIONS</strong></td>
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<td>$2,670</td>
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</table>

<table>
<thead>
<tr>
<th>Item</th>
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<th>Total Cost</th>
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<tbody>
<tr>
<td><strong>SUB TOTAL</strong></td>
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<td>LESS ONE TIME ADDITIONAL DISCOUNT</td>
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<td>($1,295)</td>
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<td><strong>TOTAL TRANSACTION PRICE</strong></td>
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<td>$12,199</td>
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</table>

Best regards

Charles Davis  
Sales Representative  
Ring Power Corporation