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

A. PLEDGE OF ALLEGIANCE

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

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES
   1. Approval of October 15, 2019 Board of Commissioners Regular Meeting Minutes
   2. Approval of October 15, 2019 Board of Commissioners Regular Workshop Minutes
   3. Approval of November 5, 2019 Board of Commissioners Regular Meeting Minutes
   4. Approval of November 5, 2019 Board of Commissioners Regular Workshop Minutes

G. CONSENT AGENDA
   1. Approve Sponsorship of the 2019 ESPN Bad Boy Mowers Gasparilla Bowl and Beach Invasion
   2. Approve Purchase of Utility Relocation Services and Street Light installation from Duke Energy in the amount of $349,595.50 for the Gulf Boulevard Improvement/Beautification Project
   3. 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
   4. Approve Purchase of a Replacement Backhoe Loader for Public Works Department from Ring Power Corporation in the purchase amount of $106,284
   5. Approve Purchase of 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
H. ITEMS OF BUSINESS

1. 1st Amendment to Purchase and Sale Agreement for the property located at 10451 Gulf Blvd, Treasure Island

2. Approve Dedicating an Easement to Duke Energy at Gulf Front Park for Utility Undergrounding

3. 1st Reading of Ordinance 2019-14, Use and Regulation of the Treasure Island Municipal Marina

4. Approve Proposed 2020 Commission Meeting Schedule

I. ADJOURNMENT

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

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

A. PLEDGE OF ALLEGIANCE

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

B. ROLL CALL

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C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Approved

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

1. Presentation - 2020 Census with Brian Lowack

Assistant to the County Administrator Brian Lowack gave a presentation on the 2020 Census. The power point from that presentation is attached as a permanent part of this record.

RESULT: NO ACTION NECESSARY

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Police Chief Boudreau along with Officer Lauren Styles and members of the Recreation Department presented the American Cancer Society with a check for $6,000. This past weekend the first Pirates in Pink Beach Run took place. More than 90 people participated. Chief thanked the businesses, individuals and City departments that made the event not just possible but a major success. He told how he hopes this will become an annual signature event for the City of Treasure Island.

Jonathan Fuss has been an Isle of Capri resident since 1985. He told of his frustration with regard to parking within the City. He emphasized that residents should have the right to park for free. He asked that someone please get back to him to discuss this issue.

F. APPROVAL OF MINUTES

1. Approval of September 17, 2019 Board of Commissioners Regular Meeting Minutes
RESULT: ACCEPTED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

2. Approval of September 17, 2019 Board of Commissioners Regular Workshop Minutes

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

3. Approval of October 1, 2019 Board of Commissioners Regular Meeting Minutes

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

4. Approval of October 1, 2019 Board of Commissioners Regular Workshop Minutes

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

G. CONSENT AGENDA

Mayor Lunn provided a brief overview of the Consent Agenda items.

1. Approve City Manager Purchase Authority to USA Voltage, up to $50,000 for FY2020

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

2. Approve City Manager Purchase Authority to Tampa Crane & Body, Inc., up to $30,000 for FY2020

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

3. Approve Purchase of Replacement Police Vehicle (#799) and Emergency Equipment up to $45,400
RESULT:  APPROVED [UNANIMOUS]  
MOVER: Deborah Toth, Commissioner, District 1  
SECONDER: Tyler Payne, Commissioner, District 2  
AYES: Lunn, Toth, Payne, Partridge, Horak  

H. ITEMS OF BUSINESS  

1. Engineering Contracts for RFQ 18-19-07  
Management Analyst Mike Munger presented several contracts to the Commission for approval. These are in addition to the engineering contracts the Commission has already approved. This makes a total of 20 different engineering contracts that any department in the City who needs engineering services has access to, providing the City with a significant amount of flexibility.

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

I. ADJOURNMENT  
The meeting adjourned at 6:25 PM.
The meeting was called to order at 6:30 PM by Mayor Larry Lunn.

I. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan spoke regarding the Purchase and Sale Agreement for 10451 Gulf Blvd. She affirmed that there is a need to extend the closing date. The extension is allowed for in the agreement. The closing date will now be in spring. Ms. Cowan stated that this change does affect other dates, so the Contract will be brought back to the Commission for review and approval.

City Manager Garry Brumback affirmed that McDonald's has closed. The landowner and the franchisee were unable to agree.

II. DISCUSSION

1. Amendment One to Director of Tennis Services Agreement between the City of Treasure Island and Philip Girardi

Recreation Director Cathy Hayduke requested authorization from the City Commission to renegotiate the Services Agreement with Tennis Pro Phil Girardi. Ms. Hayduke asked that the compensation paid to the Director of Tennis be adjusted to reflect the average fiscal revenue for tennis lessons; an annual amount of $24,000 for his onsite supervision and support services in addition to 75% of the tennis activity revenues and 85% of tennis merchandise revenues including racquet sales and services. The Director of Tennis will be responsible for obtaining and paying for his own benefits and insurances including workers' compensation as required and outlined in the Agreement.

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

RESULT: MOVED TO FUTURE MEETING Next: 11/5/2019 6:00 PM

2. Extend Contract No. CP-17-18-02, to Suskey Consulting for State Lobbying Services in the amount of $30,000 for a one year period

City Manager Brumback requested the City Commission approve the continuation of State Lobbying Services with Suskey Consulting. The work performed by Suskey Consulting last year was a major contributing factor in the appropriation of $1.2M for the East Causeway in the FY2020 State Budget. With the legislature continuing to introduce legislation that erodes home rule we feel it is important to continue to have a presence at the state level.

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

RESULT: MOVED TO FUTURE MEETING Next: 11/5/2019 6:00 PM

3. Extend Contract No. CP-17-18-03, to Alcalde & Fay Ltd. for Federal Lobbying Services in the amount of $60,000 for a one year period
The City Manager explained that work done at the federal level by our lobbyist is far more cumbersome
and difficult than at the state level. He requested the City Commission extend the current contract with
Alcalde and Fay Ltd. While the majority of their focus has been on the bridge we are looking to broaden
the scope of their work to look for opportunities with regard to renourishment, wastewater, stormwater
and seawalls.

The Commission participated in a brief discussion affirming the value of having the lobbyist in
Washington. Commissioner Payne requested the Commission be provided with detailed quarterly
updates.

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

RESULT: MOVED TO FUTURE MEETING

Next: 11/5/2019 6:00 PM

4. Authorize the City Manager for the Purchase Authority of a Backhoe Loader, Mini Hydraulic
Excavator and Trailer from Ring Power Corporation in the amount of $168,628 for FY 2020

Public Works Director Mike Helfrich requested the City Commission approve the budgeted purchases of a
backhoe loader and a mini excavator with a trailer for use by the Public Works Department. The existing
backhoe was purchased in 2006 and we have spent over $27,000 in repairs since 2011. We have been
renting a mini excavator and it works great for projects in tight spaces. We have spent more than
$12,000 in rental costs. Mr. Helfrich estimated the new machines would last 8 to 10 years.

The Commission discussed the benefits of owning vs. leasing vs. renting equipment. Mike explained his
preference for purchasing the equipment outright.

Commission consensus was to workshop this item again, requesting more detailed information regarding
the cost of leasing vs. buying.

RESULT: MOVED TO FUTURE MEETING

Next: 11/5/2019 6:05 PM

5. Authorize the City Manager for the Purchase Authority of Geographic Information Systems
Services from approved firms in the amount of $60,000 for FY2020

Assistant Public Works Director Stacy Boyles affirmed that we have contracts with three different firms
that specialize in providing GIS services. Those firms are Jones Edmunds and Associates, DRMP, Inc.
and George F. Young. Ms. Boyles explained that each firm has unique strengths and varying availability.
There are several projects throughout the year that will require the services of one of these firms or
another. Funding for these projects was approved in the FY2020 budget and will come from various
department accounts.

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

RESULT: MOVED TO FUTURE MEETING

Next: 11/5/2019 6:00 PM

6. Authorize the City Manager for the Purchase Authority of Engineering Services from Michael
Baker International in the amount of $150,000 for FY2020

Public Works Director Mike Helfrich told how we have worked with Michael Baker International for several
years now. He explained that the Public Works Department has requested Michael Baker International
prepare a scope of work to perform the site investigation, concept design and construction administration
related to the improvement of three City roadways: 2nd Street, Treasure Lane and 119th Avenue. Additionally, there will be various transportation and stormwater improvement projects that will require additional engineering services throughout FY2020.

Mr. Helfrich requested the City Commission authorize the purchase of as needed Engineering Services in the amount of $150,000 for FY2020

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

RESULT: MOVED TO FUTURE MEETING Next: 11/5/2019 6:00 PM

7. Authorize the City Manager for the Execution of a Contract and Purchase Authority to Tampa Bay Trane, in the amount of $50,000 for FY2020

Public Works Director Mike Helfrich told of a recent Invitation to Bid for HVAC Repair and Preventative Maintenance as our previous contract expired. The City owns five buildings and the bascule bridge, all which have Heating Ventilation and Air Conditioning. Mr. Helfrich explained the process used to weigh the bids received and asked the City Commission to authorize execution of the HVAC contract with Tampa Bay Trane as well as $50,000 for HVAC service in FY2020.

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

RESULT: MOVED TO FUTURE MEETING Next: 11/5/2019 6:00 PM

8. Authorize the City Manager for the Purchase Authority of Firework Displays from Zambelli Fireworks in the amount of $30,000 for FY2020

Recreation Director Cathy Hayduke noted that $30,000 was included in the FY2020 Budget for fireworks. $5,000 is planned to be spent on fireworks for Sanding Ovations in November. The remaining $25,000 will be spent on 4th of July fireworks. She requested authorization from the Commission to expend the funds as they were budgeted.

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

RESULT: MOVED TO FUTURE MEETING Next: 11/5/2019 6:00 PM

III. OLD BUSINESS

Commissioner Horak told how she would like to see the $500,000 assigned for the beach increased in the future. The beach runs our economy; this is an antiquated number.

IV. CITY COMMISSION REPORTS

Commissioner Payne asked about the paving project on 115 Avenue. Public Works Director Mike Helfrich affirmed that the paving company is scheduled for January. There has been a delay with the design process of a traffic rated water tight hatch for lift station #7.

Commissioner Payne then affirmed that he was able to tour the Allied Building today. The view is amazing.
Commissioner Partridge invited residents to attend the Paradise Island Fall Mixer on October 16 from 5:30 PM to 8:30 PM at The Club. She then thanked all of those involved in making the recent beautification project on Paradise Island happen.

Commissioner Horak announced that there is a Leadership Summit at the Resiliency Coalition Conference on January 7th & 8th. She told how there are a couple of really important workshops that apply to Treasure Island and invited the Commission to join her on that day. She recommended cancelling the Commission Meeting for that evening so that the Commission could attend the Summit.

Commissioner Horak invited folks to attend the Fall Fest Potluck at the Beach Pavilion on October 17th at 5:30 PM. Bring your favorite side, Caddy provides the meat.

V. PUBLIC COMMENT
None

VI. ADJOURN
The meeting adjourned at 7:26 PM.
The meeting was called to order at 6:00 PM by Mayor Larry Lunn

A. PLEDGE OF ALLEGIANCE

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

B. ROLL CALL

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C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Approved with no changes.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

None

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

None

F. APPROVAL OF MINUTES

None

G. CONSENT AGENDA

Mayor Lunn reviewed the seven items included in the Consent Agenda before asking for a motion for approval.

1. Approve the Extension of Contract No. CP-17-18-02, to Suskey Consulting for State Lobbying Services in the amount of $30,000 for one year

   RESULT: APPROVED [UNANIMOUS]
   MOVER: Deborah Toth, Commissioner, District 1
   SECONDER: Saleene Partridge, Commissioner, District 3
   AYES: Lunn, Toth, Partridge, Horak
   ABSENT: Payne

2. Approve the Extension of Contract No. CP-17-18-03, to Alcalde & Fay Ltd. for Federal Lobbying Services in the amount of $60,000 for one year
3. Approve the City Manager for the Execution of Purchase Authority to Zambelli Fireworks not exceeding $30,000 for Sanding Ovations and 4th of July

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Toth, Partridge, Horak
ABSENT: Payne

4. Approve the City Manager for the Execution of a Contract and Purchase Authority to Tampa Bay Trane for $50,000 for HVAC Repair and Preventative Maintenance

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Toth, Partridge, Horak
ABSENT: Payne

5. Approve the City Manager for the Purchase Authority of Geographic Information Systems Services in the amount of $60,000 for FY 2020

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Toth, Partridge, Horak
ABSENT: Payne

6. Approve the City Manager for the Purchase Authority of as-needed Engineering Services from Michael Baker International for a total of $150,000 for FY 2020

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Toth, Partridge, Horak
ABSENT: Payne

7. Approve Amendment One to Director of Tennis Services Agreement between the City of Treasure Island and Philip Girardi
RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Toth, Partridge, Horak
ABSENT: Payne

H. ITEMS OF BUSINESS

1. Consider Approving a Request for an Exception to the City Sign Code

City Manager Garry Brumback explained that recently a request was received from David DuVernay with Florida Beach Advertising to travel his boat using his digital advertising sign in Treasure Island's Waterway. He requested to travel the boat parade route during the parade on Saturday, November 9th and on the two Saturdays prior to the parade to advertise for a home decorating contest the day of the parade. Compliance with Treasure Island's code required denying Mr. DuVernay's request.

Manager Brumback told how things got really ugly with a series of bullying and threatening posts on Facebook that indicated that Commission and the City Manager are anti-veteran.

David DuVernay lives at 8954 111th Street N in Seminole and was in attendance. He spoke to the Commission regarding his request to participate in the Veteran's Day Boat Parade. After thanking all veterans for their service, Mr. DuVernay shared that after everything that happened on Facebook, Commissioner Payne reached out to him. There is an exception to the Code that can be approved only by the Commission, allowing the boat and its billboard in the parade. Mr. DuVernay made clear that he did not feel it necessary to apologize because he is not sorry for his post on Facebook or for the attention it received. Mr. DuVernay stated this his original request was misunderstood and asked the Commission to consider approving an exception that would allow him to participate in the parade.

Pam Rasmussen resides in Madeira Beach at 567 Normandy Road. Ms. Rasmussen is part of the Madeira Beach American Legion who is the sponsor for the parade. She spoke on behalf of Florida Beach Advertising and requested the Commission consider approving the requested exception.

City Attorney Jennifer Cowan responded to Mayor Lunn by affirming that the City Code is very clear that any sign on a body of water is prohibited unless authorized by the Commission. The Commission however cannot make a determination on the content of the sign or place restrictions on the sign content.

Commission Horak affirmed that it is not the type of sign that is not allowed, no signs are allowed in Treasure Island's waterway.

Commissioner Toth expressed her disapproval of Mr. DuVernay's actions and shared her thoughts on the situation telling how her father is a veteran and how she herself has the privilege of serving our veterans everyday as a surgical nurse at the Bay Pines Veteran’s Hospital.

Mr. DuVernay affirmed that he never travels within the fingers of Treasure Island and stated his belief that the City has no right to ownership of the water.

Commissioner Toth moved to approve Mr. DuVernay’s request. Commissioner Partridge seconded the motion. A Roll Call vote resulted in 4 Nays with Commissioner Payne absent. The motion failed.

At 6:26 PM after the public hearing closed in agenda item #2, Commissioner Horak moved to reopen item
#1. Commissioner Toth seconded the motion and a voice vote was unanimous in favor of the motion.

Manager Brumback apologized for overlooking a statement that Commissioner Payne, who was absent, had prepared and asked be read into the record on his behalf. The Commission agreed to hear Commissioner Payne’s statement.

Fellow Commissioners and members of the public. I wish I could be with you tonight to share my thoughts on this agenda item in person. Unfortunately, I am in Dallas for a work trip. First of all, I want to state that I do not condone or agree with the vast majority of the public response to this issue on Facebook. From what I have seen, the facts of this situation were not adequately explained to the public and people jumped to the worst conclusion. The simple fact of the matter is that a City Ordinance was violated and Mr. DuVernay was warned and cited appropriately. This citation had nothing to do with the Veterans Day parade... it only had to do with Mr. DuVernay advertising in the City of Treasure Island without the appropriate permission.

Numerous comments were made alleging that Treasure Island is anti-veteran and anti-American... this could not be further from the truth. Personal attacks on Commissioners and the Mayor were made, which is completely unacceptable. I can personally vouch for every person sitting on that dais that they are good people who love our country. But on that note, when each of us was elected, we took an oath to uphold the laws of our Country, State, and City and that is what is being done tonight. Mr. DuVernay has the right to request a waiver to these City Ordinances, as is provided for in the Code, but as the City Code stands now, Mr. DuVernay’s boat would not be allowed within Treasure Island waters and we must enforce that if the motion tonight is not approved.

This is a sad example of social media spreading misinformation and becoming a bigger issue than it needed to be. It is ever so important to make sure to gather all the facts before forming an opinion on an issue. This misinformation and the City being portrayed in a bad light is exactly why I suggested that we, as a Commission, take a vote on whether or not to allow the boat to participate in the parade. Putting the distasteful and untrue responses aside, we have the opportunity here to show the public that we are NOT anti-veteran and not anti-American. We can all agree that this could have been handled in a much more appropriate fashion, but now we have the opportunity to right the ship. We have the opportunity to make this a teaching moment as to the proper procedure and channels to follow. I have personally spoken to Mr. DuVernay about this and I believe we can all move forward on a positive note. Let’s make this about doing something nice for the men and women who have served our Country, not about the vitriol surrounding this situation.

My suggestion is to approve the license and waiver with the caveat that the only message that may be displayed on the screen is “Thank You Veterans - God Bless America”.

The Commission agreed that they would have voted the same if Commissioner Payne’s statement had been read before the vote was recorded.

RESULT: DEFEATED [0 TO 4]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Saleene Partridge, Commissioner, District 3
NAYS: Lunn, Toth, Partridge, Horak
ABSENT: Payne

2. Ordinance 19-12, 2nd Reading and Public Hearing to Commit .30 mills of the Total Millage Rate Levied by the City of Treasure Island to support the The Treasure Island Causeway Operation, Maintenance and/or Bridge Replacement
City Attorney Jennifer Cowan provided a second reading by title of Ordinance 2019-12. Mayor Lunn opened the public hearing at 6:25 PM. There were no comments. The public hearing closed at 6:25 PM.

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Saleene Partridge, Commissioner, District 3
AYES: Lunn, Toth, Partridge, Horak
ABSENT: Payne

I. ADJOURNMENT

The meeting adjourned at 6:30 PM.
The meeting was called to order at 6:43 PM by Mayor Larry Lunn

I. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney had no report.

City Manager Brumback invited everyone to attend the Veteran’s Day Parade on Sunday November 10th at 10:00 AM. The parade will start at Treasure Bay and end at the Community Center.

II. DISCUSSION

1. Proposed 2020 Commission Meeting Schedule

City Manager Brumback spoke regarding the proposed City Commission Meeting Schedule for 2020. He noted that if the Commission was interested in canceling a meeting that July 7th would be one of the better options. Cancelling that meeting would not interrupt the budget schedule and would allow for vacations and such. The City Manager also touched on the idea of canceling the January 7th meeting in order to attend the Resiliency Summit as suggested by Commissioner Horak at the last meeting. Discussion took place regarding these dates and others including April 7 and June 2. The Commission agreed to reschedule the January 7th meeting for January 6th rather than cancelling.

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

RESULT: MOVED TO FUTURE MEETING Next: 11/19/2019 6:00 PM

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

Recreation Director Cathy Hayduke explained that the current marina rules and regulations have not been updated since May 2000. To ensure compliance with the States Land Leases and to protect City property the Commission was asked to approve the codification of the regulations and operational standards of the Municipal Marina.

Commission consensus was to move Ordinance 2019-14 forward to the Regular Agenda of the next regularly scheduled Commission Meeting for a 1st Reading and Public Hearing.

RESULT: MOVED TO FUTURE MEETING Next: 11/19/2019 6:00 PM

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

Assistant Recreation Director Justin Tramble announced that ESPN Events will host the 2019 Bad Boy Mowers Gasparilla Bowl on December 23, 2019 at Raymond James Stadium. The Treasure Island Rec Department along with ESPN Events is proposing to host the ESPN Gasparilla Bowl Beach Invasion. As part of hosting this event the City Commission was asked to authorize sponsoring the event in the amount of $10,000.
Commission consensus was to move this item forward to the Consent Agenda of the next regularly scheduled Commission Meeting.

RESULT: MOVED TO FUTURE MEETING
Next: 11/19/2019 6:00 PM

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

Public Works Director Mike Helfrich provided the City Commission with a brief history of the Gulf Boulevard Improvement Program which began in June 2001. This project will be complete at the end of 2019. Mr. Helfrich proposed using the estimated remaining funds on the amount of $349,595.40 to perform utility undergrounding and relocation from 104th Ave to 103rd Ave, 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.

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

RESULT: MOVED TO FUTURE MEETING
Next: 11/19/2019 6:00 PM

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

Public Works Director Mike Helfrich explained that Duke Energy has requested that we provide them a utility easement on Gulf Boulevard to perform additional undergrounding of utilities along Gulf Blvd. 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. While the general area for the easement has been defined, the specific location has yet to be determined.

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

RESULT: MOVED TO FUTURE MEETING
Next: 11/19/2019 6:00 PM

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

Mr. Helfrich told how over the last 8 years the City has completed the rehabilitation of the Master Pump Station and six of the lift stations. 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. Water tight hatches for the lift stations are being manufactured for us. The rehab includes: installation of a new valve vault, repairs to the wet well side walls and floor, construction of a new wet well top slab and water tight hatch, new piping, fittings, and valves, the addition of pressure gauges, new pumps and hardware, the installation of new electric panels and components and site restoration.

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

RESULT: MOVED TO FUTURE MEETING
Next: 11/19/2019 6:00 PM

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

Public Works Director Mike Helfrich told how the backhoe loader is the backbone of any Public Works
Department and is an essential part of emergency management. Mr. Helfrich explained why purchasing the backhoe is better for the City than leasing the equipment and told how he anticipates getting 10 years of use out of the new backhoe.

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

RESULT: MOVED TO FUTURE MEETING Next: 11/19/2019 6:00 PM

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

Mr. Helfrich spoke of the benefit of owning a Mini Hydraulic Excavator. It is used in confined areas where the Backhoe Loader is not practical due to space constraints. This machine will replace hours of hand digging that is performed by our laborers. Quotes for rental, leasing options and purchase options were reviewed with the Commission. The mini excavator cannot move on its own and will require a trailer for transport to and from jobs.

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

RESULT: MOVED TO FUTURE MEETING Next: 11/19/2019 6:00 PM

III. OLD BUSINESS

None

IV. CITY COMMISSION REPORTS

Commissioner Partridge invited everyone to the gazebo on Paradise Island on December 6th for Island Light-Up Festivities. She also reminded us that the Lighted Boat Parade will be on December 13th this year. Commissioner Partridge acknowledged the veterans in her family and stated that we do embrace our veterans here in Treasure Island.

Commissioner Horak asked folks to come out for the Veteran’s Day Parade on November 10th at 10:00 AM. Beach cleanup is that day as well starting at Caddy’s at 8AM. The Commissioner noted that there will be lots of holiday events coming up on Sunset Beach. Commissioner Horak added that she is the daughter of a veteran and that all of the Commissioners are members of the American Legion.

Commissioner Toth thanked the American Legion for their support.

V. PUBLIC COMMENT

None

VI. ADJOURN

The meeting adjourned at 7:27 PM.
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
OUR SPONSORS

https://www.gasparillabowl.com/sponsors/
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 >
SPONSORSHIP OPPORTUNITIES

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

Packet Pg. 33
Attachment: Exhibit B (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
respect to uses within the Programs (and portions thereof), but is limited to the Term hereof with respect to other uses (e.g., EPI shall not create merchandise bearing Sponsor IP upon expiration of the Term but, for clarity, may continue to distribute existing merchandise created prior to expiration of the Term). Sponsor and EPI shall meaningfully consult regarding EPI’s use of Sponsor’s IP within such Event Promotion and Distribution. For clarity and notwithstanding anything to the contrary herein, EPI’s (or its affiliate’s) distribution of any Programs (and portions thereof) including the Sponsor IP does not require further permission from Sponsor beyond the permission granted herein. Sponsor may use only the designated Event-specific trade/service mark(s) of EPI (“Designated Marks”), during the Term, in accordance with this Agreement and only as specifically set forth in Exhibit A and Section V above. Notwithstanding the foregoing, all of Sponsor’s proposed executions of the sponsorship and/or advertising benefits set forth herein containing the Designated Marks shall be subject to EPI’s prior written approval, granted or withheld in EPI’s sole discretion. Sponsor shall provide EPI the proposed material in connection with any and all such executions appropriately in advance to enable EPI’s review and approval. For clarity, Sponsor does not have any right to, and shall not: (i) use any marks of EPI or its affiliates other than the Designated Marks; nor (ii) utilize the Designated Marks on products or merchandise. Sponsor acknowledges and agrees that all collateral materials (e.g., signage and promotional materials, to the extent permitted hereunder) that Sponsor is authorized to produce hereunder utilizing the Designated Marks shall be printed in the United States of America.

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 was 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>
</tr>
<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 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 water-tight 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
### 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Unit Cost</td>
<td>Total Cost</td>
<td>Unit Cost</td>
<td>Total Cost</td>
</tr>
<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>
<td>$310,000.00</td>
<td>$310,000.00</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>
<td>$360,200.00</td>
<td>$360,200.00</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>
<td>$320,400.00</td>
<td>$320,400.00</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>
<td>$381,100.00</td>
<td>$381,100.00</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>
<td>$328,000.00</td>
<td>$328,000.00</td>
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<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>
<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>
<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>
<td>$8,000.00</td>
<td>$8,000.00</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>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal (Basis of Bid Ranking)</strong></td>
<td></td>
<td></td>
<td>$1,608,466.00</td>
<td>$1,608,466.00</td>
<td>$1,845,700.00</td>
<td>$1,845,700.00</td>
</tr>
<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>
<td>$58,000.00</td>
<td>$58,000.00</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>
<td>$58,000.00</td>
<td>$58,000.00</td>
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<tr>
<td></td>
<td><strong>Subtotal</strong></td>
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<td></td>
<td>$57,984.00</td>
<td>$57,984.00</td>
<td>$116,000.00</td>
<td>$116,000.00</td>
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<tr>
<td></td>
<td><strong>Total (Bid Schedule A + Bid Schedule B)</strong></td>
<td></td>
<td></td>
<td>$1,666,450.00</td>
<td>$1,666,450.00</td>
<td>$1,961,700.00</td>
<td>$1,961,700.00</td>
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<tr>
<td><strong>Project Scope Elements</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Marion County</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Golden Oaks Master LS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Alex Rad</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Marion County, Construction Coordinator</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub / Prime</strong></td>
<td><strong>Prime</strong></td>
<td><strong>Sub</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>~ $280,000</td>
<td>~ $80,000</td>
<td>~ $75,000 (Labor Only)</td>
<td>Unknown</td>
<td>~ $500,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bypass Required</strong></td>
<td>Yes</td>
<td>None</td>
<td>None</td>
<td>Unknown</td>
<td>Yes (8&quot;)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Gravity Sewer</strong></td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Concrete / Structural Repairs</strong></td>
<td>Top Slab &amp; Well Repairs</td>
<td>Housekeeping Pads for Blowers</td>
<td>Concrete Pedestals Within Basement for Pumps</td>
<td>Clarifier Finish &amp; Slabs</td>
<td>Retaining Wall (Including Footers)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pump (HP) / Pipe Assembly (Dia.)</strong></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>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Electrical Scope</strong></td>
<td>New conduit between well &amp; JB / Relocated existing electrical rack 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>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Restoration</strong></td>
<td>Soil, compacted non-primed 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>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Commentary</strong></td>
<td>Organized; Did a good job; Hopes to work with them again</td>
<td>They actively look to hire them / Commented that crews hustle and are &quot;Jam Up&quot;</td>
<td>Authorized C&amp;T to proceed prior to finalizing pricing due to project schedule and work completed to date; C&amp;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</td>
<td>Easy to work (repeated multiple times) with admin and field supervision is superb. Commented that they won't &quot;nickel and dime&quot; them.</td>
<td>Very efficient; would recommend &amp; welcome them to Bid on Future City Work</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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:

City of Treasure Island

ITB 20-003

LIFT STATION REHABILITATIONS
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 20-003
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@mytreasureisland.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, 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)

Signature

Christopher Telson
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

Mayor:

Signature
CITY OF TREASURE ISLAND
AGENDA COVER MEMORANDUM

November 19, 2019  Item No. G.4

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.
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: 10/22/2019
City of Treasure Island Rev 10/24

(1) NEW CATERPILLAR 430F2 BACKHOE LOADER

CONTRACT DETAILS
Florida Sheriff's Association
Bid # FSA18-VEH16.0 Partial Extension
Specification # 28, 4x4 Loader Backhoe with Canopy and Options
Contract Rollover Dates: October 1, 2019 Through September 30, 2020

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<td>Upgrade to 430F, Base Machine Only</td>
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<td>Sub Total</td>
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<td>Plus 3.4% CPI Rollover Sheriff’s Contract Increase</td>
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NON-SPECIFIED OPTIONS

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<td>450-8682 CANOPY, BASE</td>
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<td>433-4804 SEAT, VINYL</td>
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<td>LESS ONE TIME ADDITIONAL DISCOUNT</td>
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<td>TOTAL TRANSACTION PRICE</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:

<p>| | |</p>
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<td>Weekly</td>
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<td>Monthly</td>
<td>$2,250.75</td>
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<td>Yearly</td>
<td>$27,009.00</td>
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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 NO:** 81169551-0002  
**ACCOUNT NO:** 78916  
**INVOICE DATE:** 8/30/18  
**PAGE:** 1 of 1

---

**RECEIVED BY:**  
**CONTRACT NO:** 81169551

**PURCHASE ORDER NO:**  
**JOB NO:** 5380

**BRANCH:**  
10- CITY OF TREASURE ISLAND

---

**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

---

**PAID**  
SEP 21 2018

---

**BILL TO:**  
PINELLAS PARK PC123  
6300 US HIGHWAY 19 N  
PINELLAS PARK, FL 33781-6234  
727-526-9133

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**SALES ITEMS:**

- Qty Item number  
- 1 RF RETURNED FULL  
- FINAL BILL: 8/30/18 10:12 AM THRU 8/30/18 11:36 AM.

---

**Rental Sub-total:**

---

**Unit Price**

- EA

**RECEIVED**  
**DATE:** 9/1/18

**APPROVED**  
**DATE:** 9/1/18

**ACCOUNT:** 450-5320-440000

---

**SUBTOTAL**

---

**SALES TAX**

---

**INVOICE TOTAL**

---

**404.**

---

**NET DUE UPON RECEIPT**

Invoices not paid within 30 days may be subject to 1½% per month charge.

---

**Equipment. Service. Guaranteed.**

---

**REMIT TO:**

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

---

Packet Pg. 74

---

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

---

**RECEIVED BY**

JIMMY, NOROTTO

**CONTRACT NO.**

81169551

**PURCHASE 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

---

**QTY** | **EQUIPMENT #** | **Min** | **Day** | **Week** | **4 Week** | **Amount**
---|---|---|---|---|---|---
1 | 6'X14' TANDEM AXLE TRAILER 622032 Make: FELLING Model: FT-10T FP-G Ser #: FTDH1623F1000592 | 58.00 | 58.00 | 156.00 | 386.00 | 386.00
1 | 3,500LB MINI EXCAVATOR 873377 Make: TAKEUCHI Model: TB216 Ser #: 216100726 HR OUT: 743.800 HR IN: TOTAL: 743.800 | 346.50 | 346.50 | 776.00 | 1563.25 | 1563.25
1 | 12" COMPACT EXCAVATOR BUCKET #sandplate | N/C | | | | N/C
2 | LOAD BINDER | N/C | | | | N/C
2 | LOAD CHAINS | N/C | | | | 1949.25

**BILLED FOR FOUR WEEKS 8/02/18 THRU 8/29/18.**

---

**RECEIVED:**

SEP 07 2018

**APPROVED:**

8/09/18

**ACCOUNT:**

18-00470

---

**Charge:**

1950-5380-63000

---

**Equipment. Service. Guaranteed.**

---

**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:**

1,949.25

**SALES TAX:**

0.00

---

**INVOICE TOTAL:**

1,949.25

---

**4 WEEK BILL**

---

Packet Pg. 75
## United Rentals

**BRANCH 568**
4300 118TH AVENUE NORTH
CLEARWATER FL 33762
727-572-0369
727-573-9679 PAX

---

**TREASURE ISLAND**
120 108TH AVE
TREASURE IS FL 33706-4702

**Office:** 727-547-4575  **Cell:** 727-543-4190

---

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

---

**4 WEEK BILLING INVOICE**

**# 172406611-001**

<table>
<thead>
<tr>
<th>Customer #</th>
<th>893872</th>
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<td>08/23/19</td>
</tr>
<tr>
<td>Date Out</td>
<td>08/07/19 17:31 PM</td>
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<tr>
<td>Billed Through</td>
<td>09/04/19 00:00</td>
</tr>
<tr>
<td>UR Job Loc</td>
<td>120 108TH AVE, TREAS</td>
</tr>
<tr>
<td>UR Job #</td>
<td>6</td>
</tr>
<tr>
<td>Customer Job ID</td>
<td>19-01065</td>
</tr>
<tr>
<td>Ordered By</td>
<td>JIMMY NEROTO</td>
</tr>
<tr>
<td>Reserved By</td>
<td>JEFFREY SALGADO</td>
</tr>
<tr>
<td>Salesperson</td>
<td>DONALD MCLEAN</td>
</tr>
</tbody>
</table>

---

**Invoice Amount:** $2,116.44

Terms: Due Upon Receipt

Payment options: Contact our credit office 212-333-6600 Ext. 8

REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

---

**RENTAL ITEMS:**

<table>
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<tr>
<th>Qty</th>
<th>Equipment</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>MINI EXCAVATOR 6000-6799#</td>
<td>Make: TAKEUCHI Model: TB228</td>
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<tr>
<td></td>
<td></td>
<td>Serial: 122802565 Meter out: 201.50 Meter in: .00</td>
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<tr>
<td>1</td>
<td>TRAILER TILT 12'-16' TO 9,999K TANDEM</td>
<td>Make: ANDERSON Model: T17166TC</td>
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<tr>
<td></td>
<td></td>
<td>Serial: 4YNBN1628JC085106</td>
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<tr>
<td>1</td>
<td>MINI EXCAVATOR BUCKET 18'' SMOOTH</td>
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**Minimum**

<table>
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<tr>
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<th>Week</th>
<th>4 Week</th>
<th>Amount</th>
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<td>677.44</td>
<td>1613.44</td>
<td>1,613.44</td>
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<tr>
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<td>63.00</td>
<td>193.00</td>
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<td>1</td>
<td>529.11</td>
<td>1587.33</td>
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**Rental Subtotal:** $2,116.44

---

**Comments/Notes:**

CONTACT: JIM NORATO
CELL#: 727-543-4190

**BILLING FOR FOUR WEEKS 8/07/19 THRU 9/04/19 12:31 PM**

---

**PAIN**

**SEP 20 2019**

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

---

**RECEIVED**

**APPROVED**

**ACCOUNT**

**8/23/11**

**8/3/19-01065**

---

**THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.**

---

You Can Now Access Invoice History and Update Purchase Orders Online

To Sign Up, contact URCentralSupport@ur.com

---

Packet Pg. 76
UNITED RENTALS
BRANCH 668
4300-118TH AVENUE NORTH
Clearwater FL 33762
727-972-0365
727-573-0679 FAX

TREASURE ISLAND
120 108TH AVE
TREASURE IS FL 33706-4702

Office: 727-547-4575 Cell: 727-543-4190

51251: MB0420 4280651: p01 245007 1-1 0

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

RENTAL ITEMS:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Equipment</th>
<th>Description</th>
<th>Minimum</th>
<th>Day</th>
<th>Week</th>
<th>4 Week</th>
<th>Amount</th>
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<td>N/C</td>
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</tr>
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</table>

COMMENTS/NOTES:

CONTACT: KEVIN
CELL#: 727-743-5599

BILLED FOR FOUR WEEKS 1/1/19 THRU 7/29/19 08:23 AM

PAID
AUG 09 2019
BY: ......................

RECEIVED DATE 7-29-19
APPROVED DATE 7-19-19
ACCOUNT 7-19-01018

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

You can now access invoice history and update purchase orders online. To sign in, contact H&B Controls Support at www.com
**Packet Pg. 78**

**G.5.a**

---

**SUNBELT RENTALS, INC.**

**RENTAL RETURN**

Invoice #... 87543596-0001
Invoice date 3/11/19
Date out.... 3/07/19 3:45 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.**

---

<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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</thead>
<tbody>
<tr>
<td>1.00</td>
<td>362382 6' X 18' TANDEM AXLE TRAILER</td>
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<td>87.00</td>
<td>265.00</td>
<td>575.00</td>
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<tr>
<td>6' X 18' TANDEM TRAILER, PELLING, FT-10 IT-I, 6980#, CAPC, SURG, 82&quot;, 18&quot;, WOOD</td>
<td>Billed from 3/07/19 thru 3/09/19</td>
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<tr>
<td>2.00 LOAD BINDER</td>
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<td>9.50</td>
<td>23.40</td>
<td>58.40</td>
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<tr>
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<td>9.50</td>
<td>9.50</td>
<td>23.40</td>
<td>58.40</td>
<td>38.00</td>
<td></td>
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Rental Sub-total: 250.00

---

**FINAL BILL:** 3/07/19 03:15 PM THRU 3/09/19 12:22 PM.

---

**All amounts are in USD**

---

**RECEIVED DATE 3/11/19**

**APPROVED DATE 3/11/19**

**ACCOUNT #07-5410-48267**

---

---

---

---

---
**Job Site:**
CITY OF TREASURE ISLAND
120 108TH AVENUE SOUTH
PUBLIC WORKS BUILDING
TREASURE ISLAND, FL 33706

**Customer:**
78916
CITY OF TREASURE ISLAND
120 108TH AVE SO
TREASURE ISLAND, FL 33706

---

**RENTAL RETURN**

<table>
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<tr>
<th>QTY</th>
<th>EQUIPMENT #</th>
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<th>Day</th>
<th>Week</th>
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<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>
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<td>Billed from</td>
<td>3/13/19 thru 3/14/19</td>
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<td>9.50</td>
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Rental Sub-total: **125.00**

Sub-total: **125.00**

**FINAL BILL:** 3/13/19 11:30 AM THRU 3/14/19 08:16 AM.

All amounts are in USD.
INVOICE TO

1oz - 1267 - 1549
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

RECEIVED BY
SYTSMA, DON

INVOICE DATE
2/13/19

ACCOUNT NO.
78916

INVOICE NO.
86860442

PURCHASE ORDER NO.
NR

JOB NO.
5 - 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>
<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</td>
<td>6'X18' TANDEM AXLE TRAILER</td>
<td>87.00</td>
<td>87.00</td>
<td>265.00</td>
<td>575.00</td>
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<td>23.40</td>
<td>58.40</td>
<td>19.00</td>
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FINAL BILL: 2/12/19 10:30 AM THRU 2/13/19 08:28 AM.

PAID
MAR 08 2019
BY: .........................


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: 0.0
INVOICE TOTAL: 125.0

Packet Pg. 80
<table>
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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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<td>23.40</td>
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SALES ITEMS:

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RETURNED FULL

FINAL BILL: 2/04/19 08:30 AM THRU 2/09/19 08:45 AM.

Net due upon receipt. Invoices not paid within 30 days may be subject to a 1.5% per month charge.


REMIT TO:

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

SUBTOTAL 1,025.00

SALES TAX 0.00

INVOICE TOTAL 1,025.00

Packet Pg. 81
# Mini Excavator and Trailer Invoices

## Motion to Purchase Mini Hydraulic Excavator and Trailer for Public Works

### INVOICE

**INVOICE TO**

120 108TH AVE  
TREASURE ISLAND, FL 33706

**RECEIVED BY**

NORATO, JIMMY

**PURCHASE ORDER NO.**

5380

**JOB NO.**

1 - RES ROAD

**BRANCH**

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

<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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</table>
| 1   | 6' WIDE SINGLE AXLE TRAILER  
10110607 Make: FELLING Model: FT-6T-GW Ser #: 5FTBE1210K2003564  
Billed from 1/08/19 thru 1/15/19 | 55.00 | 55.00 | 156.00 | 386.75 | 156.00 |
| 1   | 3,500LB MINI EXCAVATOR  
873377 Make: TAKEUCHI Model: TB216 Ser #: 216100726  
HR OUT: 816.000  
HR IN: 826.500  
TOTAL: 10.500 | 320.00 | 320.00 | 770.00 | 1563.25 | 770.00 |
| 1   | 12" COMPACT EXCAVATOR BUCKET  
#sandplate | N/C | N/C | N/C | N/C | N/C |

**SALES ITEMS:**  
Qty Item number  
1 RF  
RETURNED FULL  
FINAL BILL: 1/08/19 09:00 AM THRU 1/15/19 08:08 AM.

### SUBTOTAL

926.00

### SMART RENTAL

**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.

**RENTAL RETURN**
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

<table>
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<tr>
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<th>Min</th>
<th>Day</th>
<th>Week</th>
<th>4 Week</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1</td>
<td>6’X14’ TANDEM AXLE TRAILER</td>
<td>112.50</td>
<td>112.50</td>
<td>240.00</td>
<td>451.75</td>
<td>240.00</td>
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<td>831621 Make: FELLING Model: FT-10P-GW Ser #: 5FTDH1526G1004400 Billed from 10/07/16 thru 10/13/16</td>
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<tr>
<td>1</td>
<td>3,500LB MINI EXCAVATOR</td>
<td>346.50</td>
<td>346.50</td>
<td>760.00</td>
<td>1563.25</td>
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<tr>
<td>2</td>
<td>LOAD BINDER</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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<tr>
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<td>LOAD CHAINS</td>
<td>9.50</td>
<td>9.50</td>
<td>23.40</td>
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SALES ITEMS:

<table>
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<tr>
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<th>Item number</th>
<th>Unit</th>
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<tbody>
<tr>
<td>1</td>
<td>RF</td>
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RENTAL SUB- total: 1093.60

RECEIVED DATE 10/13/16
APPROVED DATE 10/13/16
ACCOUNT # 01-17-000684

Packet Pg. 83
INVOICE TO
CITY OF TREASURE ISLAND
120 108TH AVE
TREASURE ISLAND FL 33706-4702

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

INVOICE TO
10z - 1541 - 1942

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

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<td>362380 Make: FELLING Model: FT10T Ser #: 5FTTH1824C1038742</td>
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<td>Billed from 10/03/16 thru 10/07/16</td>
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<td>1</td>
<td>1750LB SKIDSTEER</td>
<td>252.00</td>
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<td>843.75</td>
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<td>HR OUT: 1794.000 HR IN: 1804.900 TOTAL: 10.900</td>
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<td>23.40</td>
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<td>46.80</td>
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<tr>
<td>2</td>
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<tr>
<td>1</td>
<td>SKIDSTEER LOADER BUCKET</td>
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SALES ITEMS:

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<td>9.2</td>
<td>DIESEL 2141XXX000</td>
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FINAL BILL: 10/03/16 11:30 AM THRU 10/07/16 08:35 AM.

RENTAL RETURN

INVOICE TOTAL: 1,253.25

SUBTOTAL

SALES TAX

NET DUE UPON RECEIPT
Invoices not paid within 30 days may be subject to a 1 1/2% per month charge.
QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

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

(1) NEW CATERPILLAR 302.7D CR MINI HYDRAULIC EXCAVATOR

CONTRACT DETAILS
Florida Sheriff's Association
Bid # FSA18-VEH16.0 Partial Extension
Specification # 41, Hydraulic Mini Excavator - 7,105 LB., and Options
Contract Rollover Dates: October 1, 2019 Through September 30, 2020

| BASE MACHINE |
|-------------------------------|-------------------------------|
| BASE Caterpillar 303E CR Per Sheriff's Contract Specifications | $36,965 |
| 447-7971 Downgrade to 302.7D CR, Base Machine Only | **($3,450)** |
| Sub Total | $33,515 |
| Plus 3.4% CPI Rollover Sheriff's Contract Increase | $1,180 |
| TOTAL OF BASE MACHINE | **$34,695** |

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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<tr>
<td>386-9862</td>
<td>CONTROLS, PATTERN CHANGER</td>
<td>INCL</td>
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<td>387-6387</td>
<td>BELT, SEAT, 2&quot; RETRACTABLE</td>
<td>INCL</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>
<td>INCL</td>
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<td>448-3076</td>
<td>LINES, 2ND AUX, NONE, PROP</td>
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<td>MANUAL, OPER. MAINT. ENGLISH</td>
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<td><strong>SUB TOTAL</strong></td>
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<td>PLUS 3.4% CPI ROLLOVER FSA INCREASE</td>
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<td><strong>SUB TOTAL</strong></td>
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<tr>
<td></td>
<td>LESS 24% SHERIFF'S CONTRACT DISCOUNT</td>
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<tr>
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<td><strong>TOTAL OF NON-SPECIFIED OPTIONS</strong></td>
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**CAT WORK TOOLS**

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<td>153-7851</td>
<td>BUCKET-DIG, 12&quot;</td>
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<tr>
<td>190-7390</td>
<td>BUCKET-DIG, 18&quot;</td>
<td>$694</td>
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<td><strong>SUB TOTAL</strong></td>
<td>$1,354</td>
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<td>PLUS 3.4% CPI ROLLOVER FSA INCREASE</td>
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<td><strong>SUB TOTAL</strong></td>
<td>$1,402</td>
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<td>LESS 16% CWT SHERIFF'S CONTRACT DISCOUNT</td>
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<td><strong>TOTAL OF CAT WORK TOOLS</strong></td>
<td>$1,177</td>
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|         | **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: City of Treasure Island 10/3/2019

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

CONTRACT DETAILS
Florida Sheriff’s Association
Bid # FSA 18-VEH16.0 Partial Extension
Specification # 60, 8’ 6" X 25' Deck Over Flatbed Trailer and Options
Contract Rollover Dates: October 1, 2019 Through September 30, 2020

CONTRACT PRICING

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

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<td>16' DECK LENGTH</td>
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<td>(2) 7,000 LB E-Z LUBE AXLES</td>
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<tr>
<td>102&quot; OAW WITH 82&quot; DECK WIDTH</td>
<td>INCL</td>
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<tr>
<td>2&quot; NOMINAL OAK DECKING</td>
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<tr>
<td>24&quot; DIAMOND PLATE APPROACH</td>
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<td>4' STATIONARY WOOD DECK</td>
<td>$995</td>
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<td>TOOL BOX LID</td>
<td>$125</td>
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<td>HYDRAULIC SURGE BRAKES W/ FREE BACKING</td>
<td>$810</td>
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<td>235/85Rx16 E GOODYEAR TIRES</td>
<td>$660</td>
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<tr>
<td>WHITE MOD WHEELS</td>
<td>INCL</td>
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<tr>
<td>7K DROP LEG JACK</td>
<td>INCL</td>
</tr>
<tr>
<td>LED LIGHTS</td>
<td>INCL</td>
</tr>
<tr>
<td>7 POLE RV PLUG</td>
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</tr>
<tr>
<td>2.5&quot; PINTLE RING HITCH</td>
<td>INCL</td>
</tr>
<tr>
<td>Description</td>
<td>Included/Not Included</td>
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<tr>
<td>-------------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>8 D-RING TIE-DOWNS</td>
<td>INCL</td>
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<tr>
<td>SAFETY CHAINS WITH HOOKS</td>
<td>INCL</td>
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<td>TRAILER COLOR: EQUIPMENT BLACK</td>
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<td><strong>TOTAL TRANSACTION PRICE</strong></td>
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Best regards

Charles Davis
Sales Representative
Ring Power Corporation
BACKGROUND AND ANALYSIS

On August 6, 2019 the City Commission approved execution of the Purchase and Sale Agreement for the City to purchase the property located at 10451 Gulf Boulevard, Treasure Island for $6,350,000 to be used as a City Hall.

The purchase and sale agreement is contingent upon a successful bond validation, obtaining external financing and commission approval. The next step in the bond validation process is the hearing scheduled for November 13, 2019.

The original closing date was by December 31, 2019, but could be extended by the seller as outlined in the agreement. This amendment will extend the closing date to April 1, 2020 and amends paragraph 5 “Closing” of the agreement. Paragraph 5 explains that no later than January 10, 2020, the seller will notify the City one of three listed dates will be the closing date. The three dates are February 20, 2020, March 5, 2020 or March 19, 2020.

A Request for Proposal (RFP) for the bank note will be advertised in January with due date 2 weeks prior to the identified closing date and will be presented to the Commission for approval at the next regular meeting, but before the closing date. Each of these closing dates are 2 days after a commission meeting, so that upon Commission approval of the bank note, the closing will take place as fast as practically possible.

POLICY / PURPOSE

To approve the amendment to the original purchase and sale agreement for the purchase of the property located at 10451 Gulf Boulevard and the contiguous vacant lot otherwise known as the Allied Building for use as a City Hall.

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

**FUNDING**

The approval of this amendment to the Purchase and Sale Agreement will in no changes to the purchase price or the anticipated loan amount to purchase and renovate the property.

Ordinance No. 2019-06 approved by the City Commission on June 6, 2019 authorized the issuance of a note and a bond validation process for an amount not to exceed $8,000,000, to include the purchase price, renovation and debt issuance costs. Assuming a successful bond validation, there will be a supplemental resolution to the Bond Ordinance to approve a bank and note (projected, if this amendment is approved to be in February/March 2020), with an anticipated closing immediately following.

**MOTION**

I move to approve and authorize the City Manager to execute the First Amendment to Purchase and Sale Agreement for the purchase of the property located at 10451 Gulf Blvd, Treasure Island and adjacent vacant lot located on 105th Avenue.

**ATTACHMENTS**

*First Amendment to the Purchase and Sale Agreement*
*Executed Purchase and Sale Agreement (executed August 6, 2019)*
FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

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

BUYER: City of Treasure Island, Florida

LEGAL DESCRIPTION:

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

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

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

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

RECITALS

WHEREAS, the parties have executed that certain Purchase and Sale Agreement as of August 6, 2019 (hereinafter the “Agreement”); and

WHEREAS, Seller informed Buyer on October 7, 2019 that additional time was needed in order to obtain a Satisfaction of Mortgage from Wells Fargo Bank N.A. f/k/a SouthTrust Bank of West Florida, dated April 23, 1993 and recorded in OR Book 8251, Page 894, together with the Conditional Assignment of Rents and Leases recorded in OR Book 8251, Page 910, of the Public Records of Pinellas County, Florida; and

WHEREAS, the parties desire to extend the Closing date to April 1, 2020 by amending paragraph 5 “Closing” of the Agreement; and

WHEREAS, the parties agree to amend paragraph 8 “Conditions to Closing” of the Agreement to allow the parties to satisfy all conditions of closing by a date that coincides with the new extended Closing date; and

NOW, THEREFORE, for consideration, the sufficiency of which is acknowledged, the parties agree as follows:

A. The recitals set forth in the above “Whereas” clauses are confirmed as true and correct, and incorporated herein.

B. Paragraph 5 of the Agreement is amended to read as follows:

5. CLOSING. The purchase and sale transaction contemplated in this Agreement will close on or before ten (10) days following the satisfaction of the Conditions to Closing (hereinafter defined in Section 8 below) (the “Closing”), unless extended by paragraph 13 of this Agreement or by written agreement, signed by all parties, extending the Closing. Notwithstanding anything herein to the contrary, SELLER shall have the right to extend the Closing by two (2) periods of sixty (60) days each upon written notice to other party at least fifteen (15) days prior to the then scheduled Closing, and no later than January 10, 2020, SELLER will notify PURCHASER which of the following dates will become the Closing date: February 20, 2020, March 5, 2020 or March 19, 2020 (the “Closing”).

C. Paragraph 8 of the Agreement is amended to read as follows:

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

8.1. Representations and Warranties. All of the representations and

Page 2 of 4

Seller Initials

Buyer Initials
warranties of SELLER contained in this Agreement are true and correct as of Closing.

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

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

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

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

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

PURCHASER shall use its good faith best efforts to satisfy the Conditions to Closing on or before December 18, 2019 Closing, and keep SELLER reasonably informed as to the status of PURCHASER’s efforts. If any of the Conditions to Closing are not satisfied on or before Closing January 31, 2020, either PURCHASER or SELLER shall have the right to terminate this Agreement upon written notice to the other, whereupon this Agreement shall be of no further force or effect except those provisions that survive termination.

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

EXCEPT AS MODIFIED BY THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT.
This Amendment may be signed in counterparts, and a signed copy, scan, or facsimile of this Amendment shall be considered an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this 9th day of November, 2019.

“SELLER”

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

By: [Signature]
Printed Name: GONZALEZ, G. CARLOS
Title: VP - Treasurer, T.H.E
Date: 11/8/19

“PURCHASER”

CITY OF TREASURE ISLAND,

By: [Signature]
Printed Name:
Title:
Date:

“ESCROW AGENT”

LEWIS, LONGMAN & WALKER, P.A.

By: [Signature]
Printed Name:
Title:
Date:
## EXHIBIT A

### ADDITIONAL PARCELS TO BE COMBINED

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<td>23-31-15-44070-000-2040</td>
<td>10451 Gulf Blvd, #204, Treasure Island, FL 33706</td>
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<td>23-31-15-44070-000-2050</td>
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<td>23-31-15-44070-000-3010</td>
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<td>23-31-15-44070-000-3020</td>
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PURCHASE AND SALE AGREEMENT

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

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

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

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

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

Parcel ID Number: 23-31-15-91836-003-0040
Parcel 2 (condominium parcel):
Suite No(s) 201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404, 405, 501, 502, 503, 504 and 505, Jirgens Executive Center, a Condominium, according to the plat thereof recorded in Condominium Plat Book 53, Pages 80 through 83, together with all common areas, and being further described in that certain Declaration of Condominium recorded in OR Book 5236, Pages 1329 through 1374, inclusive, all of the Public Records of Pinellas County, Florida.

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

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

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

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

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

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

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

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

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

**Signatures:**

Seller Initials [Signature]

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

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

7.3. SELLER DELIVERIES.

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

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

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

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

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

Seller Initials 
Buyer Initials 

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Notwithstanding anything herein to the contrary, SELLER makes no representations or warranties as to the truth, accuracy or completeness of any of the documents delivered to PURCHASER pursuant to Sections 7.3.1 and 7.3.2 above ("Documents"). It is the parties' express understanding and agreement that such Documents are provided only for PURCHASER's convenience in making its own examination and determination as to whether it wishes to purchase the Property and, in doing so, PURCHASER shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any of the Documents supplied by SELLER. PURCHASER expressly disclaims any intent to rely on any such Documents provided to it by SELLER in connection with its inspection and agrees that it shall rely solely on its own independently developed or verified information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

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

[Signatures]
upon the current year’s tax with due allowance made for maximum allowable discount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. DEFAULT.

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

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

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

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

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

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

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

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

With a copy to: 
Jennifer R. Cowan, Esq.  
Lewis, Longman & Walker, PA

Seller Initials  
Buyer Initials
15. **BINDING OBLIGATION/ASSIGNMENT.** The terms and conditions of this Agreement are made binding on, and inure to the benefit of the successors and permitted assigns of the Parties to this Agreement. SELLER may not assign its interest in this Agreement. PURCHASER may not assign its interest in this Agreement without the prior written consent of SELLER, which will not be unreasonably withheld.

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

17. **ENVIRONMENTAL CONDITIONS.**

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

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

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

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

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

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

19. **MISCELLANEOUS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

20. RADON GAS AND ENERGY DISCLOSURES.

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

20.2 PURCHASER may have the energy efficiency rating of the buildings located on the Property being purchased determined. A copy of the brochure relating to this matter prepared by the State of Florida has been furnished by SELLER to PURCHASER.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

“SELLER”

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

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

“PURCHASER”

CITY OF TREASURE ISLAND, FLORIDA

By: ____________________________
Printed Name: Garry Brumbach
Title: City Manager
Date: 8/6/2019

“ESCROW AGENT”

LEWIS, LONGMAN & WALKER, P.A.

By: ____________________________
Printed Name: Raymond P. Green
Title: Vice Agent
Date: 6/7/19

Ruth Nickerson, City Clerk
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.
Exhibit 1 - Gulf Front Park
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
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...
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

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 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:
Lawrence Lunn, Mayor

ATTEST:

Ruth Nickerson, City Clerk
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
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
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
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

Attest:
    ________________________________
    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 ______

WITNESSED:

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:
ATTEST:

Ruth Nickerson, City Clerk

Lawrence Lunn, Mayor
Proposed

2020 City Commission Meeting Schedule

January 6, 2020
January 21, 2020
February 4, 2020
February 18, 2020
March 3, 2020
March 17, 2020 – Election Day
April 7, 2020
April 21, 2020
May 5, 2020
May 19, 2020
June 2, 2020
June 16, 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 – Election Day
November 17, 2020
December 1, 2020
December 15, 2020