BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, MARCH 21, 2023 – 6:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

A. PLEDGE OF ALLEGIANCE

B. SWEARING-IN OF NEWLY RE-ELECTED COMMISSIONERS WITH TERMS EFFECTIVE MARCH 21, 2023 THORUGH MARCH 18, 2025

C. ROLL CALL

D. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

E. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

F. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

G. COMMISSIONER REPORTS

Commissioner Toth
Commissioner Doctor
Commissioner Partridge
Commissioner Wetzel
Mayor Payne

H. APPROVAL OF MINUTES

I. CONSENT AGENDA

J. ITEMS OF BUSINESS

J1 Nomination and Election of a Vice-Mayor

J2 Appoint Members to 2023 Commission Boards & Committees

J3 Second Reading of Ordinance 2023-03 regarding Inactive bird nests, amending Chapter 6 - Animals, Sec. 6-2 Destruction of fowl or animals prohibited

ORDINANCE 2023-03 - revising code section for animal birds nests active and inactive (02506047-2).docx
Ad 276069 Ordinance 2023-03.pdf

J4 Second Reading of Ordinance 2023-04 regarding Budget Amendment Appropriating the Tree Replacement Funding from General Fund Balance
ORDINANCE 2023-04 - BA for Tree Fund Appropriation-FINAL.docx
Ad 276902 Ordinance 2023-04.pdf

J5 First Reading of Ordinance 2023-05 Budget Amendment for the replacement of the Emergency Operations Center (EOC) Generator in the amount of $156,550 to be split by the Cities of Treasure Island, St. Pete Beach and S. Pasadena
ORDINANCE_2023-05_-_BA_for_EOC_Generator.docx
200KW Generator replacement MOU.pdf
RPC Quote -City of Treasure Island XQ230-Sourcewell.pdf

J6 Amend Contract between the City of Treasure Island and Sunshine State Outdoor Volleyball Association (SSOVA)
TI SSOVA Signed Amendment
SSVOA First Signed Contract 2023.pdf

J7 Authorize the City Manager to Purchase of a New Diesel Forklift for $44,500 using the Sourcewell Purchasing Consortium
Exhibit 1 - 30D-9 brochure.pdf

J8 Special Counsel for the City in the event of potential dispute regarding the renovation of the City Center
230316 Springer to Davis re engagement as counsel (02512531).pdf

K. 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.

AGENDA ITEM NO. J1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 21, 2023

SUBMITTED BY: Celine Kidwell, Administration

ITEM TYPE: Appointments

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Nomination and Election of a Vice-Mayor

BACKGROUND: .

POLICY/PURPOSE:

City Charter, Section 3.04. - Vice-mayor.
At the first commission meeting after each regular city election, the commission shall elect one of its members as vice-mayor. The vice-mayor shall act as mayor during the absence or disability of the mayor. In case of the death, resignation, or removal of the mayor, the vice-mayor shall serve as mayor until the next election when the office shall be filled pursuant to section 3.06 of this Charter.

City Commission Rules, 2.1 Election of Officers/Presiding Officer.
The presiding officer of the Commission shall be the Mayor. At the first Commission meeting after each regular city election, the Commission shall elect one of its members to serve as vice-mayor. The vice-mayor shall act as presiding officer during the absence or disability of the Mayor. The presiding officer shall preserve strict order and decorum at all Commission meetings. The presiding officer shall state questions coming before the Commission, announce its decisions on all subjects, and decide all questions of order; subject, however, to an appeal to the City Commission as a whole, in which event a majority vote of the Commission members present shall govern and conclusively determine such question of order.

STRATEGIC PLAN Excellence in government operations.

RELEVANCE:

ANALYSIS/DISCUSSION: Mayor Payne will open and close nominations. All commissioners are eligible for consideration. If there is more than one nominee, a roll call vote shall determine the outcome.

FUNDING: There is no fiscal impact associated with this action.

MOTION: I move to elect _____ as Vice-Mayor for a new one-year term through March 19, 2024 Municipal Election.

ATTACHMENTS:

AGENDA ITEM NO. J2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 21, 2023

SUBMITTED BY: Celine Kidwell, Administration

ITEM TYPE: Appointments

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Appoint Members to 2023 Commission Boards & Committees

BACKGROUND: 2023 Appointments:

- Suncoast League of Cities - Saleene Partridge (alternate) & John Doctor (alternate)

Mayor Payne is the Suncoast League of Cities President through October 2023, at which time the City Representative's appointment will go into affect. Recently, it was learned that while a current commissioner is serving as an officer on the board, they represent the City they serve. There should only be one commissioner serving on this board, plus an alternate appointed.

- Gulf Beaches Library - Deb Toth
- Tampa Bay Regional Planning Council - Beth Wetzel & Deb Toth (alternate)
- Big-C - Tyler Payne & Saleene Partridge (alternate) & John Doctor (alternate)
- Treasure Island & Madeira Beach Chamber - John Doctor

POLICY/PURPOSE: Being active participants on these boards, provides our elected leaders the opportunity to participate with, be known among and provide input on a variety of ideas and topics on our beaches, our surrounding cities, county and state.

STRATEGIC PLAN Being a part of these Boards supports our City Values listed in

RELEVANCE: the Strategic Plan.

ANALYSIS/DISCUSSION: City Commissioners are appointed annually to represent the Commission on various local Boards after the new Commissioners are sworn in.

- Suncoast League of Cities (effective October 2023)
- Gulf Beach Library
- Tampa Bay Regional Planning Council
- Barrier Island Government Council
- Treasure Island & Madeira Beach Chamber

Please consider appointing or re-appointing members to these five boards for 2023.

FUNDING: N/A

MOTION: I move to appoint:
_____ to the Suncoast League of Cities through October 1, 2023; and _____ to the Suncoast League of Cities effective after October 1, 2023; and _____ to the Suncoast League of Cities as an alternate.

_____ to the Gulf Beach Library;

_____to the Tampa Bay Regional Planning Council, and _____ to the Tampa Bay Regional Planning Council as an alternate;

_____to the Big-C, and
_____ to the Big-C as an alternate;

and _____to the Treasure Island and Madeira Beach Chamber of Commerce.

ATTACHMENTS:

AGENDA ITEM NO. J3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 21, 2023
SUBMITTED BY:	Kathryn Younkin, Community Development
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second Reading of Ordinance 2023-03 regarding Inactive bird nests, amending Chapter 6 - Animals, Sec. 6-2 Destruction of fowl or animals prohibited
BACKGROUND:	The current animal regulations language regarding nests and nesting birds was adopted in 1985. This Ordinance clarifies when nests can be relocated and defines an active nest.
POLICY/PURPOSE:	To clarify the City's Code regarding Animals.
STRATEGIC PLAN RELEVANCE:	Goal 1: Become an environmentally sustainable and resilient community.
ANALYSIS/DISCUSSION:	Ordinance 2023-03 was created to clarify when nests may be relocated within the City's code. This item was workshopped on Tuesday, March 7th at a regular commission work session and first reading was held on Friday, March 10th at a Special Commission Meeting.
FUNDING:	N/A
MOTION:	I move to adopt Ordinance 2023-03 at second and final reading, amending Chapter 6 - Animals, Sec. 6-2 Destruction of fowl or animals prohibited.

ATTACHMENTS:
ORDINANCE 2023-03 - revising code section for animal birds nests active and inactive (02506047-2).docx
Ad 276069 Ordinance 2023-03.pdf

ORDINANCE 2023-03

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING SECTION 6-2 OF ARTICLE 1 OF CHAPTER 6 ANIMALS TO ALLOW FOR THE RELOCATION OF NESTS WITHOUT EGGS OR YOUNG BIRDS; PROVIDING FOR SEVERABILITY, CONFLICT, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Treasure Island ("City") currently prohibits disturbing the nests, eggs or young of birds; and

WHEREAS, birds nest come in all shapes and sizes and may be active or inactive; and

WHEREAS, the Florida Fish and Wildlife Commission recognizes that inactive nest, those without eggs or young birds, may be relocated; and

WHEREAS, large birds construct very large and heavy nests that contain large sticks and, when those large nests are placed in certain locations, they may become a safety concern for the public or interfere with public infrastructure; and

WHEREAS, the City's code prohibits disturbances of nest without recognizing the ability to relocate inactive nests and the City desires to allow for such relocation; and

WHEREAS, the City Commission finds that it in the public interest to amend section 6-2 of Article 1 of Chapter 6 of the City's Code of Ordinances to allow for the relocation of nests when the nests do not contain eggs or young birds.

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. Section 6-2 titled "Destruction of fowl or animals prohibited without permit," of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

> **Sec. 6-2. - Destruction of fowl or animals prohibited.**
>
> It shall be unlawful to trap, shoot or in any manner to kill any birds or animals, or to attempt to do so, or to disturb the active nests~~,~~. Active nests are nests that contain eggs or young of birds. Inactive nests may be relocated as provided in state and federal 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 ordinances and resolutions of the City or portions thereof, 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 and PUBLIC HEARING on the __ day of ____, 2023.
SECOND READING and PUBLIC HEARING on the __ day of ___, 2023.
PUBLISHED in the Tampa Bay Times on the __ day of ___ , 2023.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the __ day of ___, 2023 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

_____
Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

0000276069-01

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco, Hernando Citrus } ss

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2023-03** was published in said newspaper by print in the issues of: **3/ 8/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this .**03/08/2023**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

JEAN M. MITOTES
MY COMMISSION # GG 980397
EXPIRES: July 6, 2024
Bonded Thru Notary Public Underwriters

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second reading and public hearing on the following ordinance:

ORDINANCE 2023-03

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING SECTION 6-2 OF ARTICLE 1 OF CHAPTER 6 ANIMALS TO ALLOW FOR THE RELOCATION OF NESTS WITHOUT EGGS OR YOUNG BIRDS; PROVIDING FOR SEVERABILITY, CONFLICT, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, March 21, 2023, at 6:00 PM in the Treasure Island City Hall Auditorium, 120 108th Avenue, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 120 108th Avenue, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 120 108th Avenue, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Celine Kidwell, City Clerk

2/15/2023 0000276069-01

AGENDA ITEM NO. J4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 21, 2023
SUBMITTED BY:	Mike Munger, Finance
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second Reading of Ordinance 2023-04 regarding Budget Amendment Appropriating the Tree Replacement Funding from General Fund Balance
BACKGROUND:	Sec. 72-111 of the City's Code of Ordinances stipulates the conditions under which protected trees can be removed and replaced as part of any development or redevelopment project. While the regulation specifies a preference for preservation or replacement with similar trees on-site, it allows for a comparable donation in lieu of situations where protected trees cannot be preserved or replaced on-site--"tree fee." Over the past decade of collections, the City has a total of $13,905.45 in unspent "tree fee" monies available for the purpose of planting trees on public property.
POLICY/PURPOSE:	The appropriation of any funding beyond what is currently approved by the City Commission in their annual budget must be approved via Budget Amendment ordinance.
STRATEGIC PLAN RELEVANCE:	This action would serve Financial and Economic Development Goal 2 (Maximize the Utilization of the City's Resources) by leveraging accumulated funds on a currently approved project.
ANALYSIS/DISCUSSION:	Finance staff has determined that the "tree fee" monies had been moved into the City's restricted Fund Balance liability account (001-271000) as part of a prior fiscal year auditor adjustment. This had the effect of segregating and amassing these monies with other contributors to fund balance, thus making them un-spendable without this appropriation. With the prior award of the East Causeway landscaping

project, the City has approved to plant trees on public property, of which these funds could partially off-set the purchase of the trees. Also, there is the opportunity to partially fund commemorative trees with these funds. Appropriating the accumulated $13,905.45 in unspent "tree fees" for these purposes will nearly exhaust the full balance of these funds.

FUNDING: A total of $13,905.45 is available in the City's Fund Balance liability account (001-271000) to be appropriated for this use.

MOTION: I move to adopt Ordinance 2023-04 at second and final reading, the appropriation of $13,905.45 from the General Fund restricted fund balance consisting of accumulated unspent "tree fees" to partially fund the East Causeway Landscaping project and to be available for commemorative tree purchases.

ATTACHMENTS:
ORDINANCE 2023-04 - BA for Tree Fund Appropriation-FINAL.docx
Ad 276902 Ordinance 2023-04.pdf

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2023 GENERAL FUND BUDGET TO APPROPRIATE $13,950.45 FROM THE RESTRICTED FUND BALANCE TO APPROPRIATE ACCUMULATED MONIES COLLECTED PURSUANT TO SEC. 72-111(b)(4) OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Sec. 72-111(b)(4) of the Code of Ordinances of the City of Treasure Island ("Code"), the City of Treasure Island ("City") has collected fees in lieu of trees removed as part of a development or redevelopment process, which could not equally be replaced on-site; and

WHEREAS, the City has accumulated $13,905.45 in such fees; and

WHEREAS, Sec. 72-111(b)(4) of the Code stipulates that these collected fees be used for the purpose of planting trees on public property; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to appropriate $13,950.45 from the General Fund restricted fund balance to be used for the purchase of trees planted on public property.

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 findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. The budget for the City of Treasure Island, Florida for the fiscal year 2023, as adopted pursuant to Ordinance 2022-12, is hereby amended by appropriating $13,950.45 from the General Fund restricted fund balance to be used for the purchase of trees to be planted on public property.

SECTION 3. That allocation of said funds shall be as follows:

<u>General Fund - Liability</u>		
RESTRICTED FUND BALANCE – Green Util.	001-281000	$13,950.45
<u>General Fund - Expenses</u>		
Improvements other than Buildings	001-5411-63000	$12,950.45
Improvements other than Buildings	001-5723-63000	$1,000.00

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

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

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

FIRST READING and PUBLIC HEARING on the _____ day of _____, 2023.

SECOND READING and PUBLIC HEARING on the _____ day of _____, 2023.

PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2023.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the _____ day of _____, 2023 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

0000276902-01

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco, Hernando Citrus } ss

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St Petersburg, in Pinellas County, Florida, that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2023-04** was published in said newspaper by print in the issues of: **3/15/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this **03/15/2023**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

JEAN M. MITOTES
MY COMMISSION # GG 980397
EXPIRES: July 6, 2024
Bonded Thru Notary Public Underwriters

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second reading and public hearing on the following ordinance:

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2023 GENERAL FUND BUDGET TO APPROPRIATE $13,950.45 FROM THE RESTRICTED FUND BALANCE TO APPROPRIATE ACCUMULATED MONIES COLLECTED PURSUANT TO SEC. 72-111(b)(4) OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, March 21, 2023, at 6:00 PM in the Treasure Island City Hall Auditorium, 120 108th Avenue, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 120 108th Avenue, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

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The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

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Celine Kidwell, City Clerk

03/15/23 0000276902-01

AGENDA ITEM NO. J5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 21, 2023
SUBMITTED BY:	William Barrs, Fire
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First Reading of Ordinance 2023-05 Budget Amendment for the replacement of the Emergency Operations Center (EOC) Generator in the amount of $156,550 to be split by the Cities of Treasure Island, St. Pete Beach and S. Pasadena
BACKGROUND:	Our 20-year old backup generator for our shared Emergency Operations Center (EOC) is at end of life and requires replacement. The three cities that share our EOC space have agreed to share the cost of replacement of this 200kw portable generator. In 2020, we identified the need for eventual replacement of the generator for our shared EOC facility. During last year's EOC activation for Hurricane Ian, we experienced multiple generator failures. With subsequent analysis of the issues, our mechanic has determined that replacement is necessary to ensure a reliable power source.
POLICY/PURPOSE:	To consider budget amendment to fund the replacement of the shared Emergency Operations Center generator that was scheduled for replacement next fiscal year, but due to the time it is anticipated to take to have the replacement available, the Cities wish to move up the purchase to this fiscal year. To also provide purchasing authority for the purchase of the generator from Ring Power.
STRATEGIC PLAN RELEVANCE:	Goal 2 in Community Road Map, maintain a safe community.
ANALYSIS/DISCUSSION:	The City of Treasure Island has traditionally provided the generator and support to our shared EOC. This purchase and

agreement will cause the responsibility for providing a generator for the EOC to be shared equally amongst the three cities.

The generator due to its age was planned to be replaced next fiscal year, but due to reports that it could take a long time for the generator to actually be delievered the cities feel that moving up the purchase to this current fiscal year is in the best interest of the cities in ensuring an operational EOC should they be an event.

FUNDING:

Appropriate funds for this capital purchase from undesignated fund balance of the General Fund to Department 5192 (Emergency Management) for the total purchase price. Cities of St. Pete Beach and South Pasadena will reimburse Treasure Island for 1/3 cost each once purchase has been made.

The quoted replacement generator is sourced from Ring Power Corporation, who is an approved Sourcewell Purchasing Consortium vendor form Contract 092222-CAT.

MOTION:

I move to approve/deny Ordinance 2023-05, amending the budget to transfer funds necessary to purchase the EOC generator at this first reading and schedule a second reading for April 18, 2023.

I move to approve/deny the authorization of the purchase of replacement generator from Ring Power Coporation in the amount not to exceed $156,550.

ATTACHMENTS:

ORDINANCE_2023-05_-_BA_for_EOC_Generator.docx
200KW Generator replacement MOU.pdf
RPC Quote -City of Treasure Island XQ230-Sourcewell.pdf

ORDINANCE 2023-05

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2023 GENERAL FUND BUDGET TO APPROPRIATE $156,550 FROM THE UNDESIGNATED FUND BALANCE TO FUND THE PURCHASE OF A REPLACEMENT GENERATOR FOR THE TRI-CITIES EMERGENCY OPERATIONS CENTER; IDENTIFYING FUNDING SOURCES FROM THESE PARTNER CITIES; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2022-12, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2023; and

WHEREAS, the cities of Treasure Island, St. Pete Beach, and South Pasadena partner together for emergency operations, including the use of the Pasadena Community Church at 227 70th St. S. St. Petersburg, FL as the secondary Emergency Operations Center (EOC); and

WHEREAS, due to maintenance concerns regarding the existing generator for the City's Emergency Operations Center, staff recommends pursuing the replacement of this unit this year versus next year as originally planned; and

WHEREAS, the five-year capital plan in the adopted FY23 budget includes the replacement of this generator in FY24, and sufficient funding is available to move this purchase to FY23; and

WHEREAS, the City of Treasure Island is coordinating the purchase of this generator, however, the Cities of St. Pete Beach and S. Pasadena will be reimbursing the city a third of the cost of the generator each; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City of Treasure Island finds it in the public's best interest to amend the City's budget to appropriate $156,550 from the undesignated fund balance from the General Fund.

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. The budget for the City of Treasure Island, Florida for the fiscal year 2023, as adopted pursuant to Ordinance 2022-12, is hereby amended by appropriating $156,550 from the undesignated fund balance of the General Fund to purchase the planned generator replacement in FY23.

SECTION 3. That allocation of said funds shall be as follows:

<u>General Fund - Revenue</u>		
Interlocal – South Pasadena	001-339010	$52,183
Interlocal – St. Pete Beach	001-339030	$52,183

<u>General Fund - Expenses</u>

Equip. > $5,000	001-5192-64100	$156,550

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

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

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

FIRST READING and PUBLIC HEARING on the _____ day of _____, 2023.

SECOND READING and PUBLIC HEARING on the _____ day of _____, 2023.

PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2023.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the _____ day of _____, 2023 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

CITY OF TREASURE ISLAND, FLORIDA
Treasure Island Fire Rescue

180 108th Avenue, Treasure Island, FL 33706
Phone (727) 547-4590 Fax (727) 547-4582
www.mytreasureisland.org | TIFD@mytreasureisland.org

To: David Mixson, Fire Chief, City of South Pasadena
James Kilpatrick, Fire Chief, City of St. Pete Beach

From: Trip Barrs, Fire Chief, City of Treasure Island

Date: 7/2/2020

Subject: Memorandum of Understanding

This MOU serves to define the process for purchase, maintenance and use of a replacement 200KW mobile generator for use at the shared Emergency Operations Centers (EOC) utilized by the Cities of Treasure Island, South Pasadena and St. Pete Beach. As such, the three cities will be partners, each owning a 33 1/3% share of the generator.

The City of Treasure Island (COTI) currently provides the generator for this purpose which is nearing the end of its useful service life. COTI staff will immediately begin to search for grant funding or surplus generators from the Federal or state governments that may meet our needs, preventing the need to purchase a new generator.

Upon COTI staff identifying signs of failure through periodic maintenance checks, communication will be sent to the partners with as much lead time as possible to allow for appropriation of funds to purchase a replacement generator. If required, a suitable generator may be purchased using a cooperative government contract. COTI will coordinate the purchase with approval from the partners. Once obtained, COTI agrees to store and maintain the generator, providing it for use to the partners as needed when not in service at the EOC.

Partners agree to equally split the repair costs should any be incurred, list 1/3 of the asset each and that when the asset is disposed of, the proceeds (if any) are split equally.

Generator size, associated equipment and the estimated costs at the time of this MOU are as follows:

Cummins 200KW towable diesel generator C200D2RE Tier IV $111,375.00

Trip Barrs, Fire Chief, Treasure Island

James Kilpatrick, Fire Chief. St. Pete Beach

David Mixson, Fire Chief, S. Pasadena

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	32000 Blue Star Hwy	6202 N US 301/441	9901 Ringhaver Dr.	10421 Fern Hill Dr
St. Augustine, FL 32092	Midway, FL 32343	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33578
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: **01/27/2023**

QUOTATION NO: **AK STOCK UNIT - 23**

CUSTOMER NAME: **CITY OF TREASURE ISLAND**
ADDRESS:
CITY/STATE/ZIP: , **FL**
PHONE:

ESTIMATED SHIPPING LEAD TIME: **50-60 Weeks ADA**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **N/A**
JOBSITE ADDRESS:
CITY/STATE/ZIP: **FL**
PROJECT NAME: **CITY OF TREASURE ISLAND XQ230**

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations. Pricing based on utilizing a stock unit. Subject to prior sale. One (1) New Caterpillar Portable Diesel Generator - Model XQ230, Rated 200KW standby at 0.8 PF, 277/480 Volts, 3 Phase, 4 Wire, and 120/208 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options: • EPA Tier 4F • Main UL circuit breaker, 3 Pole, 800 Amp, generator mounted • Control panel with safety shutdowns, Engine controls and gauges • 125 degrees C rise generator with voltage regulator • ADEM electronic governor • Weatherproof sound attenuated enclosure, steel construction • Integral fuel tank with 262 gallon capacity, 24 hours at 75% load • Integral DEF tank with 7 gallon capacity		

Quotation Accepted By: _____Date: _____Tax No.: _____

Customer: _____Salesman's Signature: *Allyson Keeny*

Allyson Keeny, EP/Ind Sales.

TERMS

- This offer to sell is made subject to buyer's acceptance within forty (40) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
• Single axle trailer with hydraulic brakes and pintle hitch • Jacket water heater, 120VAC input • Battery charger UL 10 amp, 120VAC input • Battery, lead acid, installed • 2 Year / 1000 hour Caterpillar Platinum ESC		
Caterpillar List Price		$162,394.00
July 2023 Price Increase 6% List Price		$9,743.00
January 2024 Price Increase 5% List Price (Estimated)		$8,607.00
Revised Caterpillar List Price		$180,744.00
Deduct per Sourcewell Contract (23% of list price)		-$41,571.00
Price with Sourcewell Discount		$139,173.00
Freight ($7,143.00 List Each, 5% Discount)		$6,786.00
Startup, and 2 hour load test at Ring Power ($4,332.00 List Each, 5% Discount)		$4,115.00
Customer Training – 1 Technician Day ($6,817.00 List Each, 5% Discount)		$6,476.00
Total net price for above		$156,550.00
Clarifications: -Pricing provided without written specifications, with noted clarifications. Equipment provided as a part of this proposal will be limited to the BOM above. Equipment or services not specifically listed above will not be provided as part of this quotation. -All labor to be performed during normal working hours 8am-5pm Monday-Friday, afterhours labor at additional cost -Pricing does not include any tag and title fees. -The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof. The Seller has provided product lead times based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change without notice and due to reasons that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof.		

Pricing in accordance with Sourcewell Contract 092222-CAT. Ring Power Corporation will honor this pricing schedule and will extend it to City of Treasure Island for this sale.

Notes:
1. The above price includes start-up, testing, and customer training.
2. No installation, labor, conduit, wire, equipment off loading, anchor bolts, pad, or fuel piping is included
3. No sales tax included
4. No audio or video recording of training permitted.
5. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
6. Ring Power will be supplying equipment as described in the attached documentation.
7. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to ensure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your equipment needs.

Allyson Keeny
Allyson Keeny
Ring Power Systems, Generator Sales Central Florida,
813 671 3700 Office – 813 671 2957 Fax – 813 299 5086 Cell
Allyson.keeny@ringpower.com

AGENDA ITEM NO. J6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 21, 2023
SUBMITTED BY:	Holden Hamm, Parks & Recreation
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Amend Contract between the City of Treasure Island and Sunshine State Outdoor Volleyball Association (SSOVA)
BACKGROUND:	The Sunshine State Outdoor Volleyball Association (SSOVA) contract was approved at the January 17 Commission Meeting to host three (3) multi day volleyball tournaments for 2023. The contract inadvertently had two items omitted that this proposed contract amendment will add.
POLICY/PURPOSE:	Commission approval is required to amend the contract between the City of Treasure Island and Sunshine State Outdoor Volleyball Association (SSOVA) to include the parking passes for each proposed event as well as increasing the number of portable toilets due to tournaments being held during peak beach seasons.
STRATEGIC PLAN RELEVANCE:	Goal 1: Promote a socially connected community through the implementation of the Master Park Plan Objective 3: Expand programming opportunities and unique community events Bold Action 2: Highlight family-friendly and sustainability-focused events
ANALYSIS/DISCUSSION:	This agenda item is to amend the Contract and General Conditions for the Operation of SSOVA Volleyball Tournaments to reflect three (3) parking passes Friday of each of the

proposed events and seven (7) parking passes on Saturday and Sunday for each of the proposed events in the contract, of which was inadvertently omitted from the contract. The parking was discussed in the commission memo, but was not included in the contract.

The second change is to the number of portable toilets, of which the current contract requires SSOVA to provide a minimum two (2) portable toilets for each event. Due to increased beach tourism and events being held around major holidays the City of Treasure Island Parks and Recreation Department is requesting for the number to be increased from two (2) up to five (5) at City staff's discretion.is to include having up to five port-o-lets at the events, versus two at the City's discretion for each event.

FUNDING: No change

MOTION: Staff recommends approve/deny the First Amendment to the Contract and General Conditions for the operations of SSOVA.

ATTACHMENTS:
TI SSOVA Signed Amendment
SSVOA First Signed Contract 2023.pdf

First Amendment to Contract and General Conditions for Operation of SSOVA Volleyball Tournaments

This First Amendment to Contract and General Conditions for Operation of SSOVA Volleyball Tournaments ("FIRST AMENDMENT"), between the City of Treasure Island, Florida, a municipal corporation (hereinafter the "CITY"), and SSOVA INC, a Florida corporation with its principal place of business located at 211 Pasadena Avenue North #109, St Petersburg, FL 33710 (hereinafter the "CONTRACTOR") (collectively the "Parties"), made and entered into on this ____ day of _____, 2023, shall amend and supplement that certain Contract and General Conditions for Operation of SSOVA Volleyball Tournaments entered into by and between the Parties on January 17, 2023 (hereinafter the "CONTRACT").

WHEREAS, all capitalized terms used in this FIRST AMENDMENT, which are not otherwise defined herein, shall have the same meaning as set forth in the CONTRACT; and

WHEREAS, the Parties have mutually determined that the terms of the CONTRACT should be updated to reflect the Parties' current understanding of the EVENT; and

WHEREAS, the Parties wish to enter into this FIRST AMENDMENT to amend the CONTRACT to address those issues as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the CONTRACT is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Amendment to Article 5 of the CONTRACT regarding the OBLIGATIONS OF CONTRACTOR. Article 5, Paragraph 9 of the CONTRACT is hereby amended to read as follows:

   At each proposed tournament, CONTRACTOR shall provide up to five (5) portable toilets to be stationed by the Gulf Front Park bathroom facility. That required number of portable toilets will be at the discretion of the CITY for each tournament as additional portable toilets may be required during heavy beach seasons. Portable toilets must be depicted on a detailed site plan, as required by Article II of this contract.

3. Amendment to Article 5, Paragraph 13 of the CONTRACT regarding OBLIGATIONS OF CONTRACTOR. Article 5, Paragraph 13 of the CONTRACT is hereby amended to read as follows:

   The CITY shall not waive parking meter fees for the EVENTS. The City will provide event paid parking in the Treasure Island Community Park on a tournament-by-tournament basis. The CONTRACTOR shall pay the City's cost to operate the parking lot, if the City is unable to recover its cost through parking fees. The City will provide three (3) parking passes for the Friday of each proposed tournaments and seven (7) parking passes for Saturday and Sunday of the proposed event.

4. Miscellaneous.

   a. To the extent that this FIRST AMENDMENT conflicts with the AGREEMENT, the provisions of this FIRST AMENDMENT shall govern.

   b. The Parties represent and warrant that each is authorized to enter into this FIRST AMENDMENT without the consent and joinder of any other party and that the individuals executing this FIRST AMENDMENT have full power and authority to bind their respective party to the terms hereof.

   c. This FIRST AMENDMENT may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This FIRST AMENDMENT may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this FIRST AMENDMENT and shall be treated in all respects as an original handwritten signature.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT effective the date first written above.

CITY: The City of Treasure Island

_____
Amy Davis, City Manager

ATTEST:

_____
Celine Kidwell, City Clerk

CONTRACTOR: SSOVA INC

Premanand Persaud
_____
Premanand Persaud, President

WITNESS:

Isabella Thayer-Persaud
_____

Name: Isabella Thayer-Persaud

WITNESS:

Gary Thayer

Name: Gary Thayer

CITY OF TREASURE ISLAND

CONTRACT AND GENERAL CONDITIONS FOR OPERATION OF SSOVA VOLLEYBALL TOURNAMENTS

This **CONTRACT ("CONTRACT"),** entered into on this 17th day of January, 2023 ("Effective Date"), by and between the **CITY OF TREASURE ISLAND**, a Florida municipal corporation with its principal address at 120 108th Avenue, Treasure Island, FL 33706 ("CITY") and **SSOVA INC,** a Florida corporation with its principal place of business at 211 Pasadena Avenue North #109, St Petersburg, FL 33710 ("CONTRACTOR")(collectively, the "Parties"), who in consideration of the mutual promises and agreements set forth herein, agree as follows:

ARTICLE 1 – SCOPE OF CONTRACT

Sunshine State Outdoor Volleyball Association (SSOVA) Tournaments

The CITY has been authorized by the City Commission of the City of Treasure Island ("Commission") to contract with CONTRACTOR for the general conditions for operation of three SSOVA Volleyball Tournaments (hereinafter the "EVENTS" or an "EVENT") to be held in the CITY during the dates and times as provided herein.

ARTICLE 2 – TERM AND DATES OF APPLICABILITY

1. The EVENTS shall be held on: March 10th through 12th, 2023; April 7th through 9th, 2023; and December 29th through January 1st, 2024. Each tournament will consist of a setup day on a Friday from 7:00 am to 5:00 pm. Tournament play will be on a Saturday from 8:00 am to 6:00 pm and a Sunday from 8:00 am to 6:00 pm. Each tournament will have a breakdown day on a Sunday from 2:00 pm to 6:30 pm (hereinafter, all dates on which the EVENTS are scheduled shall be referred to as the "EVENT DATE").

2. EVENT setup may begin no earlier than 7:00 am on a Friday with breakdown being completed by no later than 6:30 pm on a Sunday. This CONTRACT shall be in effect from the date first written above until the third EVENT breakdown on January 1, 2024, at 6:30 pm. This CONTRACT shall govern CONTRACTOR's rights and obligations in connection with each EVENT from the commencement of each EVENT setup to the conclusion of all EVENT activities, including breakdown. CONTRACTOR agrees to provide to the CITY, by no later than two (2) weeks prior to each event, a detailed site plan and schedule of each EVENT, which shall include the agreed upon set-up date/times through breakdown of each EVENT to the Parks and Recreation Director. Any changes or additions to the event activities or extension of event times will require additional Commission approval and an amendment to this CONTRACT.

3. The EVENT area shall be limited to the public beach from Gulf Front Park to 107th Ave. The beach shall remain open to the public during each EVENT. This CONTRACT does not provide CONTRACTOR any exclusive rights to CITY owned property.

ARTICLE 3 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by Either Party
Either party may terminate this CONTRACT, with or without cause and without penalty or expense to the terminating party, upon twenty-four (24) hours' written notice to the other party. Upon expiration of such time period, this CONTRACT shall be deemed terminated and all obligations under this CONTRACT shall cease. If the EVENTS are rescheduled, this CONTRACT is not applicable to dates other than those specified in Article 2, unless expressly agreed to in writing by the CITY.

2. Termination by CITY
The CITY may terminate this CONTRACT with cause at any time immediately upon written notice to CONTRACTOR, if: (a) CONTRACTOR fails to fulfill or abide by any of the terms or conditions specified in this CONTRACT; (b) CONTRACTOR fails to perform in the manner called for in this CONTRACT; or (c) if necessitated by an emergency, as determined by the CITY. In its sole discretion, the CITY may allow CONTRACTOR an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the CITY's written notice of termination to CONTRACTOR shall state the time period, if any, in which cure is permitted and other appropriate conditions, if applicable.

ARTICLE 4 - OBLIGATIONS OF THE CITY

1. The CITY shall allow CONTRACTOR to leave its volleyball tournament related equipment on the beach overnight during each tournament.

2. The CITY is not requiring CONTRACTOR to hire off duty police officers or private security guards for the EVENTS. Any and all incidents shall be handled by on-duty police officers.

ARTICLE 5 - OBLIGATIONS OF CONTRACTOR

1. CONTRACTOR is required to provide the CITY with a Certificate of Liability Insurance naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000), to be submitted to the CITY Recreation Department no later than five (5) days prior to the first day of the EVENT. The Certificate of Liability Insurance shall cover the entire day/times encompassed by each EVENT and Effective Date of this CONTRACT beginning at set up time no earlier than 7:00 am on the Friday of each EVENT, through the final breakdown of each EVENT no later than 6:30 pm on each Sunday of the EVENTS. See Article 8 for more information regarding insurance.

2. CONTRACTOR is required to get all necessary approval from the Florida Department of Environmental Protection ("DEP") prior to each EVENT set up and provide the CITY with any and all approval documentation.

3. CONTRACTOR is responsible to provide staff or volunteers for the cleanup, trash pickup, and trash disposal generated by each EVENT. Throughout each EVENT and at the conclusion of the EVENTS, the EVENT must be cleaned and free from trash and debris and returned to the condition in which they were originally found. CONTRACTOR shall be responsible for keeping the EVENT area clean and free from trash. CONTRACTOR and its staff or volunteers will be responsible for emptying trash receptacles and disposing of trash bags in the community center dumpster. Any additional cleanup attributed to each of the EVENTS will be conducted by the CITY and CONTRACTOR will reimburse the CITY for any and all of this additional work related to the EVENTS.

4. No sale of alcohol shall be permitted on the beach.

5. No sale of food shall be permitted on the beach.

6. CONTRACTOR is responsible for obtaining the necessary permits from the CITY's Community Improvement Department for the installation of tents larger than 10 feet x 10 feet, and/or for the use of commercial equipment, including but not limited to staging, as applicable and consistent with the CITY'S Code of Ordinances and City Resolutions.

7. CONTRACTOR is permitted to leave equipment on the beach overnight through each approved tournament, so long as Contractor has received approval from DEP that would be required during turtle season.

8. Any electric installation, whether temporary or permanent, shall be permitted and installed by a licensed electrical contractor, and inspected by the City of Treasure Island Building Division prior to use. CONTRACTOR agrees to pay an electrical fee charge of one hundred dollars ($100) per tournament to use the electricity on the public beach.

9. At each proposed tournament, CONTRACTOR shall provide a minimum of two (2) portable toilets to be stationed by the Gulf Front Park bathroom facility. The required number of portable toilets will be at the discretion of the CITY for each tournament as additional portable toilets may be required during heavy beach seasons. Portable toilets must be depicted on a detailed site plan, as required by Article II of this CONTRACT.

10. CONTRACTOR, vendors, performers, and EVENT participants must adhere to and comply with all applicable Federal, State, and local laws, regulations, and ordinances.

CONTRACTOR shall be responsible for ensuring the provisions of this CONTRACT are complied with and not violated by EVENT organizers, vendors, performers, and EVENT participants.

11. All activities associated with each EVENT shall follow the following schedule and shall begin and conclude at the hour indicated below:

Friday	Setup	(7:00am-5:00pm)
Saturday	Tournament	(8:00am-6:00pm)
Sunday	Tournament	(8:00am-6:00pm)
Sunday	Pick-up games & tear-down	(2:00pm-6:30pm)

12. The EVENTS will be limited to no more than a 40 net set up on the beach from Gulf Front Park to 107th Ave.

13. The CITY shall not waive parking meter fees for the EVENTS. The CITY will provide event paid parking in the Treasure Island Community Park on a tournament-by-tournament basis. The CONTRATOR shall pay the City's cost to operate the parking lot, if the City is unable to recover its costs through parking fees.

14. No parking shall be allowed on the beach.

15. CITY staff will rake the court area for each EVENT and CONTRACTOR will reimburse the CITY for attributed costs related to the EVENT.

16. In agreeing to enter this CONTRACT, CONTRATOR agrees to promote the EVENTS with Visit St. Pete-Clearwater and donate 5% of the net profits of the tournament to the City of Treasure Island's Summer Camp Scholarship Program. Additionally, the CONTRACTOR will donate 100% of a charity raffle to a Treasure Island based organization that will be named by the CITY later.

ARTICLE 6 – INJURY OR DAMAGE TO PERSONS OR PROPERTY

If any party to the CONTRACT suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding twenty-one (21) days after the first observance. This notice shall provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 7 – COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

CONTRACTOR shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this CONTRACT and that, in any manner, could bear on the work performed under this CONTRACT including, but not limited to all rules and regulations related to safety and compliance therewith. The CITY shall have no authority to direct, oversee, or instruct CONTRACTOR's

employees, volunteers, or any other individuals performing this CONTRACT. Omission of any applicable laws, ordinances, rules, regulations, standards or orders from this CONTRACT shall not relieve CONTRACTOR of its obligations to comply with all laws fully and completely. Upon request, CONTRACTOR shall furnish to the CITY certificates of compliance with all such laws, orders and regulations including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Section 119.0701, Florida Statutes, maintenance of public records as applicable.
- Section 161.58, Florida Statutes
- All CITY ordinances

ARTICLE 8 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

The Parties recognize that CONTRACTOR is an independent contractor. CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance or nonperformance of the duties of the CONTRACTOR regarding the EVENT or in the performance of or non-performance of its obligations under this CONTRACT, whether or not due to or caused by the negligence of the CITY, its commissioners, mayor, officers, employees, agents and attorneys. CONTRACTOR's liability hereunder shall include all attorneys' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of CONTRACTOR against the CITY, and CONTRACTOR hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring CONTRACTOR to indemnify the CITY, is intended to nor shall it be construed as an additional waiver of sovereign immunity by the CITY beyond the CITY's expressed written contractual obligations contained within this CONTRACT, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this CONTRACT, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this CONTRACTOR.

Subject to the limitations set forth in this Article 8, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the CITY for which CONTRACTOR is obligated to indemnify, defend, and hold harmless the CITY and, in connection of such defense, shall appoint lead counsel in each case at CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If CONTRACTOR assumes control of the defense of any third-party claim in accordance with this Article 8, CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the CITY, be detrimental in any material respect to the CITY's reputation; (b) the third party claim seeks an injunction or equitable relief against the CITY; or (c) CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

2. Certificate of Insurance

CONTRACTOR is required to provide the CITY with a Certificate of Liability Insurance naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000), to be submitted to the CITY Parks and Recreation Department no later than five (5) days prior to the first day of the EVENT. The Certificate of Liability Insurance shall cover the entire day/times encompassed by the EVENT and Effective Date of this CONTRACT beginning at set up time no earlier than 7:00 am on March 10th, 2023, through the final breakdown of the EVENT no later than 6:30 pm on January 1, 2024. CONTRACTOR shall furnish The CITY with proof of insurance coverage, at least five (5) days prior to the first day of the EVENT as follows:

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

ARTICLE 9 - MISCELLANEOUS PROVISIONS

1. Governing Law and Venue

This CONTRACT shall be governed by the laws of the State of Florida. Venue for the purposes of any suit, action, or other preceding arising out of, or relating to, this CONTRACT shall be solely within the Sixth Judicial Circuit, in and for Pinellas County, Florida for state actions and solely in the United States District Court of the Middle District of Florida, Tampa Division for federal actions.

2. Attorneys' Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, including any appeals, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

3. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this CONTRACT shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this CONTRACT held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The Parties agree that this CONTRACT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the original intention of the stricken provision.

4. Assignment and Construction of Contract

The terms and provisions of this CONTRACT shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the forgoing, CONTRACTOR's rights and obligations under this CONTRACT may not be transferred, assigned, sublet, mortgaged, pledged, or otherwise disposed of or encumbered in any way without the CITY's prior written consent. The CITY may assign its rights and obligations under this CONTRACT to any successor to the rights and functions of the CITY or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent the CITY deems necessary or advisable under the circumstances. The Parties agree that in any event of litigation concerning the construction of this CONTRACT or interpretation of any language used in this CONTRACT, that this CONTRACT and any of its provisions shall not be construed against the CITY by virtue of this CONTRACT having been drafted by the CITY.

5. Permits

CONTRACTOR is responsible for obtaining any and all permits necessary to perform the requirements of this CONTRACT, at its own expense and prior to such performance.

6. Entire Agreement

This CONTRACT embodies the entire CONTRACT of the CITY and CONTRACTOR. There are no promises, terms, conditions, or allegations other than those contained herein,

and this document shall supersede all previous communications, representations, and/or agreements whether within or verbal between the parties hereto.

7. Liability
CONTRACTOR is liable for all obligations under this CONTRACT.

8. No Third-Party Beneficiaries
This CONTRACT is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the CITY, nor shall it be construed as enforceable by any third parties.

9. Successive Interest
This CONTRACT is not assignable without the express prior written approval of the CITY in its sole discretion.

10. Termination
This CONTRACT is subject to, and CONTRACTOR acknowledges that this CONTRACT 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 five (5) calendar days' written notice provided by the CITY to CONTRACTOR as provided for herein. The CITY, in its sole discretion, shall have the authority to determine whether to terminate this CONTRACT, and CONTRACTOR agrees that the CITY's discretion in any termination of this CONTRACT shall not be subject to judicial review or challenge, but shall be final.

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

12. Waiver
Failure to insist upon strict compliance with any terms, covenants or conditions of the CONTRACT shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration, or modification of any of the provisions of the CONTRACT, or cancellation or replacement of this CONTRACT, shall not be valid unless in writing and signed by the parties.

13. Notices
All notices required or made pursuant to this CONTRACT shall be made in writing and sent by certified U.S. mail, return receipt requested addressed to the following:

If to the CITY:
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

If to CONTRACTOR:
SSOVA, Inc.
211 Pasadena Avenue North #109
St Petersburg, FL 33710

Attn: City Manager

With required copy to:
Jennifer R. Cowan, City Attorney
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

13. Headings and Section References
The headings and section references in this CONTRACT are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

14. E-Verify
CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by CONTRACTOR throughout the term of this CONTRACT; and (b) all persons, including subcontractors, retained, or hired by CONTRACTOR, regardless of compensation, to perform work under this CONTRACT.

15. Force Majeure
Neither party shall be liable for its non-performance, or delayed performance, in whole or in part, if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party, whether foreseeable or not.

16. Amendments
This CONTRACT may not be amended or modified except in writing, executed by the Parties.

17. Public Records
CONTRACTOR 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 herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the CONTRACT itself; emails/correspondence between the CITY and the CONTRACTOR related to the CONTRACT; emails or correspondence from all other entities related to the CONTRACT (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 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; and

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

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

d. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the 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 shall 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 CONTRACTOR receives with a copy of the CONTRACTOR's response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be material breach of the 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:

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

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF the Parties have executed the Contract as of the Effective Date.

CITY: The City of Treasure Island

Amy Davis, City Manager

ATTEST:

Celine Kidwell, City Clerk

CONTRACTOR: SSOVA INC

Premanand Persaud, President

WITNESS:

Isabella Thayer-Persaud

Name: Isabella Thayer-Persaud

WITNESS:

Gary Thayer

Name: Gary Thayer

AGENDA ITEM NO. J7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 21, 2023
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the City Manager to Purchase of a New Diesel Forklift for $44,500 using the Sourcewell Purchasing Consortium
BACKGROUND:	The existing forklift that the City owns was purchased in 1998 and is at the end of its useful life. It was approved at the Commission Meeting on October 27, 1998 for $23,690. This type of forklift is fine for in a warehouse environment, however, with the increase in the level of service, the City needs to upgrade to a more industrial type forklift.
POLICY/PURPOSE:	The purchase of any item greater than $25,000 requires spending authority from the City Commission.
STRATEGIC PLAN RELEVANCE:	Goal 1: Protect City assets to sustain the future of Treasure Island

ANALYSIS/DISCUSSION:

This item was originally funded in FY22 but due to supply chain issues the purchase was delayed. The purchase will be made utilizing the City's access to the Sourcewell purchasing consortium, contract number 091520-HCE with Hyundai Construction Equipment Americas, Inc. Sourcewell is a nationwide local government purchasing consortium. The local vendor for this contract is Mr. Lift Truck based in Miami. **See Exhibit 1** for details on the proposed forklift.

FUNDING: Funding is budgeted in the Municipal Services program (001-5410-64200) for $45,630.

MOTION:

I move that the City Commission approve / deny staff's recommendation to authorize to the purchase of a New Diesel Forklift for $44,500 using the Sourcewell Purchasing Consortium.

ATTACHMENTS:
Exhibit 1 - 30D-9 brochure.pdf

HYUNDAI | FORKLIFT
CONSTRUCTION EQUIPMENT AMERICAS, INC.
6100 Atlantic Blvd Norcross, GA 30071
TEL (678) 823 7777 FAX (678) 823 7778

PLEASE CONTACT

www.hceamericas.com 2015. 03 Rev. 0

22/25/30/33D-9

Diesel Counterbalance Trucks

MOVING YOU FURTHER

HYUNDAI HEAVY INDUSTRIES



■ Some of the photos may include optional equipment.

HYUNDAI
CONSTRUCTION EQUIPMENT AMERICAS, INC.

Your satisfaction is **our priority!**

Hyundai introduces a new line of 9-series diesel forklift trucks.
The newly designed 4 wheel counterbalance trucks provide
every operator comfortable driving, increased productivity and easy maintenance.



New Diesel Forklift with Proven Quality and Advanced Technology

- Maximum performance
- Spacious operator's cab
- Switch type parking brake
- 5.6 inch LCD color monitor
- Truck incline warning system
- OPSS System for safe operation
- Easy serviceability
- Max speed limit function
- HAC(Hill Assist Control)
- Password starting system
- Load weight indicator
- Auto fork leveling system (Optional)



*Some of the photos may include optional equipment.

High Efficiency &
Optimal Performance





*Some of the photos may include optional equipment.

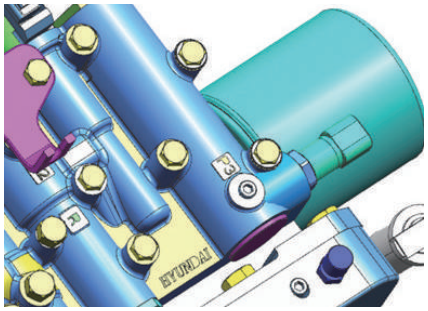


KUBOTA V3307 Engine
EPA Tier IV Final, 67HP/2,300rpm

High Power Engine - KUBOTA V3307
Market approved quality of KUBOTA V3307 engine ensures incomparable performance, durability and excellent fuel efficiency.

Powerful Tier IV Final Diesel engine and high technology system provide you with enhanced performance and highest productivity.

22/25/30/33D-9



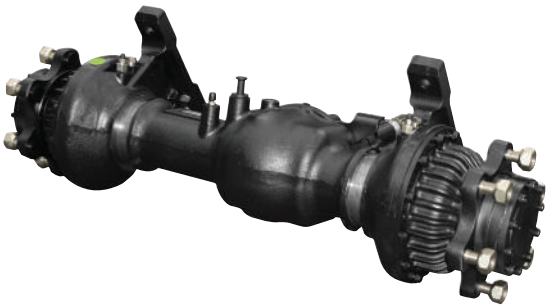
Clutch Protection System

The clutch protection system discourages excessive use of inching as well as minimizes wear and tear.



Boosting Type Brake Valve (Optional)

The boosting type brake valve is applied for strong braking performance.



Highly Durable Drive Axle with Wet Disc Type Brake

The strengthened drive axle has a U-Joint connection to the transmission to ensure low vibration and easy maintenance.



Fully Hydrostatic Power Steering

The hydraulic steering system always guarantees smooth and flexible steering, preventing over-run and kick-back.



Travel Speed (MAX)

Model	mph
22D-9	11.5
25D-9	11.5
30D-9	12.4
33D-9	12.3

Gradeability (MAX)

Model	%
22D-9	45.8
25D-9	40.7
30D-9	31.4
33D-9	29.0

Faster Travel Speed & Gradeability

The powerful high-output engine provides greater acceleration, better gradeability and faster travel speed on any tough terrain or slope.

Optimized Ergonomics





Spacious Operator Cabin

The newly designed cabin provides wide visibility and spacious environment, ensuring all day comfort for the operator.



Optimized Pedal Position

On the 9-series the pedals are mounted to the console to reduce operator fatigue, noise and dust from the engine compartment.



Low Entrance Height

The low entrance height ensures easy and safe access for the operator.



Adjustable Steering Wheel

To achieve a comfortable driving position, the angle of the steering column can easily be adjusted by a lever on the right-hand side of the steering column.



Comfortable Grammer Seat

Easily adjustable suspension seat, based on a human engineering design, reduces operator fatigue and provides greater comfort.

*ELR (Energy Locking Retractor) Type Seat Belt (Standard)

*Heated seat and Head-rest (Optional)

The ergonomically designed cabin and
the new style LCD color monitor
provides full support and comfort to the operator.

22/25/30/33D-9

Advanced LCD Monitor

The 5.6 inch wide screen LCD color monitor allows the operator to control the machine with ease.
The monitor features speed, travel direction, battery discharge indicator and hour meter.



Max Speed Limit System

- Safety function for the customer
- Maximum speed limit range : 5mph - 12mph (Selectable)
- Easy to set the maximum speed limit
- Smooth acceleration while reaching maximum speed



Load Indicator

The load indicator displays the load weight on the monitor. The load sensor reduces the time to check loaded weight and the alarm alerts the driver when overloaded.



Auto Fork Leveling System (Optional)

To improve the productivity, the auto fork leveling system will automatically stop the tilt movement when the mast is in a straight position.

Advanced **Safety**





*Some of the photos may include optional equipment.

Excellent Visibility for Safe Operation

Optimized lift cylinder arrangement provides operator with wider visibility.
The panoramic mirror expands the driver's view when backing up.



Strong Overhead Guard

Exceeding CEE and ANSI regulations, the overhead guard offers optimal protection combined with excellent all round visibility.



Steel Side Cover (Optional)

The strengthened steel side cover provides enhanced durability.



HAC (Hill Assist Control)

Automatically activates the HAC when
the truck stops on an uneven surface.

Fork Safety Features

When the forks are being lowered, a down-control valve maintains the controlled speed.
The down-safety valve prevents forks from dropping down in case of sudden damage of hydraulic line.

OPSS (Operator Presence Sensing System)

All mast and drive movements stop functioning
when the operator is not in the seat.

Lift Lock Tilt Lock Drive Lock Parking



*Some of the photos may include optional equipment.





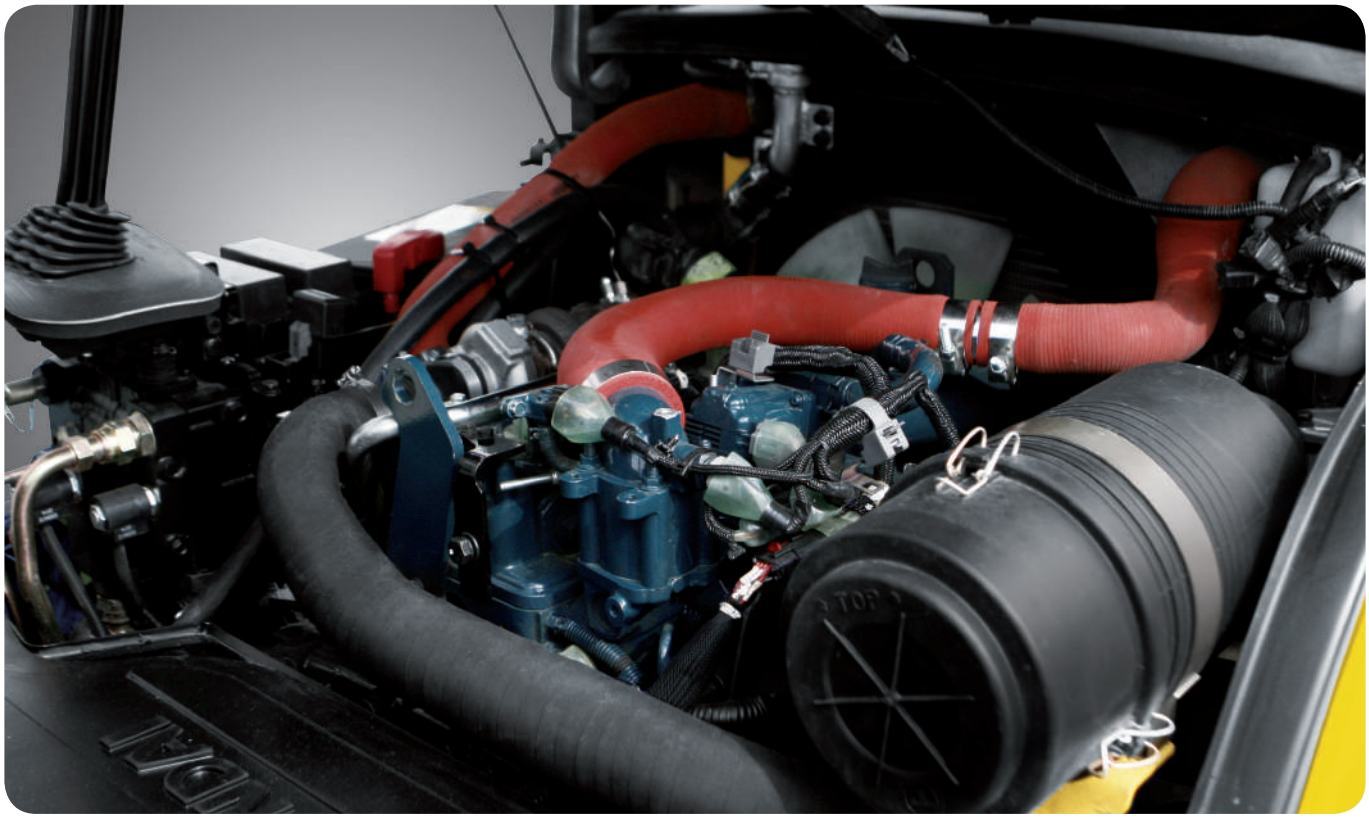




Safety Lamps & Rear Reflectors

Halogen headlights and rear LED combination lights offer the driver visibility in all circumstances.
Rear reflectors mounted on the counterweight enhance safety for the driver and the application.

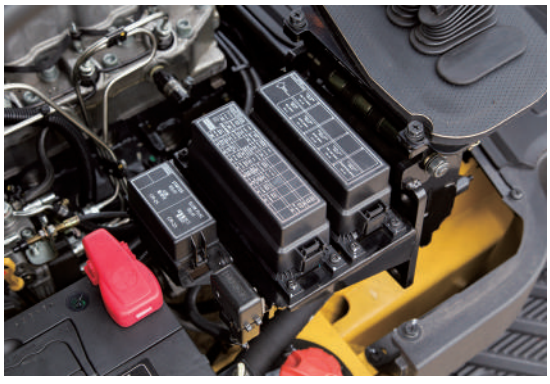
Fast and Easy **Maintenance**



Large Engine Hood

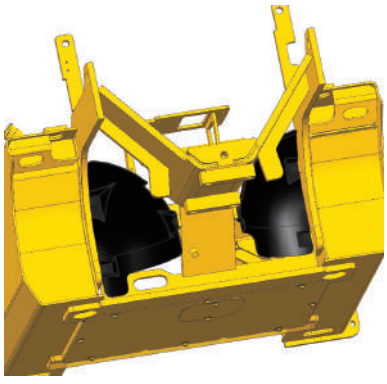
Easily accessible engine compartment assures fast and efficient maintenance.
The enlarged air cleaner (8'') provides extended service life.

*Some of the photos may include optional equipment.



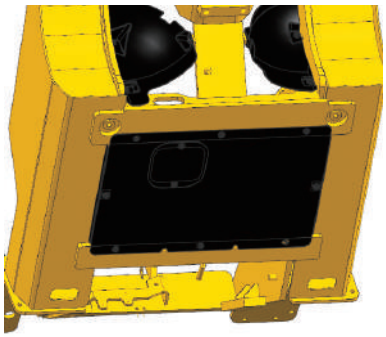
Waterproof & Dustproof Cover

Newly developed Waterproof and Dustproof fuse box and relay box eliminates premature failures and provides extended life.



Rear Tire Cover (Optional)

The rear tire cover with polyethylene material is well-suited for preventing foreign substances from clogging the radiator.



Under Cover (Optional)

The under cover protects the engine and components from dust and debris, extending component life.

An ideal arrangement of components ensures easy access and convenience for maintenance.



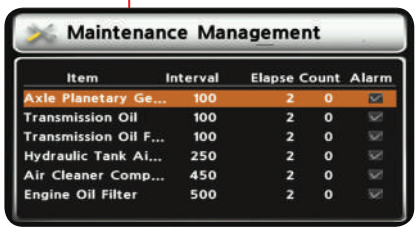


Rear View Camera
(Optional)



Parking Brake Switch
With auto parking function when the operator is not in the seat

*Some of the photos may include optional equipment.





Maintenance Management Display



Fuel Cap with Key

New **9 Series**

Mast Specification (22D-9)

Mast Type		Maximum Fork Height	Overall Height (Lowered)	Free Lift Height		Tilt Angle	Load Capacity without side shift		Load Capacity with side shift		Truck Weight (Unloaded)	
				With Load Backrest	Without Load Backrest		Single Tire	Double Tire	Single Tire	Double Tire		
							24 in LC	24 in LC	24 in LC	24 in LC	Single Tire	Double Tire
		in	in	in	in	deg	lb	lb	lb	lb	lb	lb
2- Stage Limited free lift	V300	118.3	79.7	4.5	4.5	6 / 10	4400	4400	4400	4400	7833	8128
	*V330	130.1	85.6	4.5	4.5	6 / 10	4400	4400	4400	4400	7877	8172
	V350	138.0	89.6	4.5	4.5	6 / 10	4400	4400	4400	4400	7914	8210
	V370	145.9	95.5	4.5	4.5	6 / 10	4400	4400	4280	4400	7943	8239
	V400	157.7	101.4	4.5	4.5	6 / 10	4390	4400	4170	4280	8029	8325
	V430	169.5	107.3	4.5	4.5	6 / 6	4280	4390	4060	4170	8144	8439
	V450	177.4	113.2	4.5	4.5	6 / 6	4210	4320	3990	4110	8192	8488
	V470	185.2	117.1	4.5	4.5	6 / 6	4140	4250	3920	4030	8223	8519
	V500	197.0	123.0	4.5	4.5	6 / 6	4080	4190	3860	3970	8272	8567
2- Stage full free lift	VF295	117.2	79.7	33.3	54.2	6 / 6	4400	4400	4400	4400	7877	8183
	VF325	129.0	85.1	38.7	60.2	6 / 6	4400	4400	4400	4400	7952	8258
	VF345	136.9	89.6	43.1	64.1	6 / 6	4400	4400	4400	4400	8003	8329
3- Stage full free lift	TF370/TS370	145.9	71.9	25.4	46.3	6 / 6	4400	4400	4400	4400	8078	8384
	TF400/TS400	157.7	75.8	29.3	50.3	6 / 6	4340	4400	4120	4270	8131	8437
	TF430/TS430	169.5	79.7	33.3	54.2	6 / 6	4250	4370	4030	4150	8170	8477
	TF450/TS450	177.4	83.7	37.2	58.1	6 / 6	4210	4280	3990	4060	8219	8525
	TF470/TS470	185.2	85.6	39.2	60.1	6 / 6	4120	4230	3900	4010	8247	8554
	TF500/TS500	197.0	89.6	43.1	64.1	6 / 6	4030	4120	3810	3900	8296	8602
	TF550/TS550	216.7	97.4	51.0	71.9	6 / 6	3000	3970	2780	3750	8384	8688
	TF600/TS600	236.4	105.3	58.9	79.8	6 / 6	2820	3840	2600	3620	8525	8832
	TF650/TS650	256.1	113.2	66.7	87.7	3 / 3	2710	3790	2490	3570	8629	8935
	TF700/TS700	275.8	121.1	74.6	95.6	3 / 3	2310	3660	2090	3440	8713	9019
4- Stage full free lift	QF610	240.7	85.0	38.6	59.5	3 / 3	3110	3520	2890	3400	9059	9411
	QF660	260.4	92.9	46.5	67.4	3 / 3	2690	3460	2470	3240	9191	9541
	QF700	276.2	96.9	50.4	71.3	3 / 3	2070	3350	1850	3130	9259	9610
	QF745	293.9	102.8	56.3	77.2	3 / 3	1460	2730	1240	2510	9358	9711
	QF790	311.6	108.7	62.2	83.1	3 / 3	1060	2010	940	1890	9581	9932

Mast Specification (25D-9)

Mast Type		Maximum Fork Height	Overall Height (Lowered)	Free Lift Height		Tilt Angle	Load Capacity without side shift		Load Capacity with side shift		Truck Weight (Unloaded)	
				With Load Backrest	Without Load Backrest		Single Tire	Double Tire	Single Tire	Double Tire		
							24 in LC	24 in LC	24 in LC	24 in LC	Single Tire	Double Tire
		in	in	in	in	deg	lb	lb	lb	lb	lb	lb
2- Stage Limited free lift	V300	118.3	79.7	4.5	4.5	6 / 10	5000	5000	5000	5000	8549	8823
	*V330	130.1	85.6	4.5	4.5	6 / 10	5000	5000	5000	5000	8591	8867
	V350	138.0	89.6	4.5	4.5	6 / 10	5000	5000	5000	5000	8629	8904
	V370	145.9	95.5	4.5	4.5	6 / 10	5000	5000	5000	5000	8655	8933
	V400	157.7	101.4	4.5	4.5	6 / 10	5000	5000	5000	5000	8743	9019
	V430	169.5	107.3	4.5	4.5	6 / 6	5000	5000	5000	5000	8858	9134
	V450	177.4	113.2	4.5	4.5	6 / 6	5000	5000	4870	5000	8907	9182
	V470	185.2	117.1	4.5	4.5	6 / 6	4960	5000	4740	5000	8940	9213
	V500	197.0	123.0	4.5	4.5	6 / 6	4850	5000	4630	5000	8988	9261
2- Stage full free lift	VF295	117.2	79.7	33.3	54.2	6 / 6	5000	5000	5000	5000	8593	8878
	VF325	129.0	85.1	38.7	60.2	6 / 6	5000	5000	5000	5000	8666	8953
	VF345	136.9	89.6	43.1	64.1	6 / 6	5000	5000	5000	5000	8719	9023
3- Stage full free lift	TF370/TS370	145.9	71.9	25.4	46.3	6 / 6	5000	5000	5000	5000	8792	9079
	TF400/TS400	157.7	75.8	29.3	50.3	6 / 6	5000	5000	5000	5000	8845	9131
	TF430/TS430	169.5	79.7	33.3	54.2	6 / 6	5000	5000	5000	5000	8884	9171
	TF450/TS450	177.4	83.7	37.2	58.1	6 / 6	5000	5000	4850	5000	8933	9220
	TF470/TS470	185.2	85.6	39.2	60.1	6 / 6	4920	5000	4700	4860	8964	9248
	TF500/TS500	197.0	89.6	43.1	64.1	6 / 6	4810	4940	4590	4720	9012	9297
	TF550/TS550	216.7	97.4	51.0	71.9	6 / 6	3240	4780	3020	4560	9098	9383
	TF600/TS600	236.4	105.3	58.9	79.8	6 / 6	2930	4590	2710	4370	9242	9526
	TF650/TS650	256.1	113.2	66.7	87.7	3 / 3	2840	4540	2620	4320	9343	9630
	TF700/TS700	275.8	121.1	74.6	95.6	3 / 3	2430	4370	2210	4150	9427	9713
4- Stage full free lift	QF610	240.7	85.0	38.6	59.5	3 / 3	3330	4410	3110	4190	9775	10106
	QF660	260.4	92.9	46.5	67.4	3 / 3	2910	4230	2690	4010	9907	10236
	QF700	276.2	96.9	50.4	71.3	3 / 3	2290	4120	2070	3900	9974	10304
	QF745	293.9	102.8	56.3	77.2	3 / 3	1680	3420	1460	3200	10075	10406
	QF790	311.6	108.7	62.2	83.1	3 / 3	1260	2600	1240	2380	10295	10626

Mast Specification (30D-9)

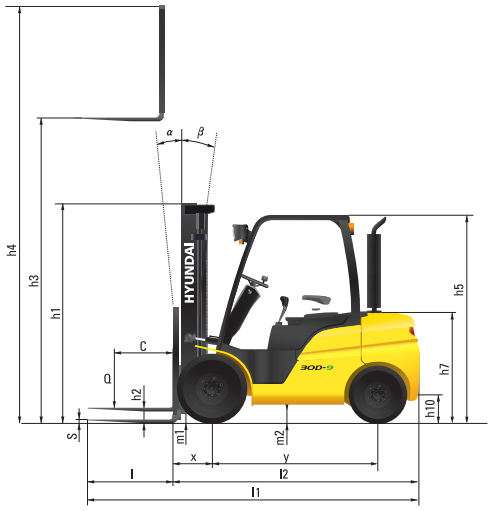
Mast Type		Maximum Fork Height	Overall Height (Lowered)	Free Lift Height		Tilt Angle	Load Capacity without side shift		Load Capacity with side shift		Truck Weight (Unloaded)	
				With Load Backrest	Without Load Backrest		Single Tire 24 in LC	Double Tire 24 in LC	Single Tire 24 in LC	Double Tire 24 in LC	Single Tire	Double Tire
		in	in	in	in	deg	lb	lb	lb	lb	lb	lb
2- Stage Limited free lift	V300	118.3	80.3	4.5	4.5	6 / 10	6000	6000	6000	6000	9431	9638
	*V330	130.1	86.2	4.5	4.5	6 / 10	6000	6000	6000	6000	9475	9683
	V350	138.0	90.2	4.5	4.5	6 / 10	6000	6000	6000	6000	9515	9722
	V370	145.9	96.1	4.5	4.5	6 / 10	6000	6000	6000	6000	9544	9751
	V400	157.7	102.0	4.5	4.5	6 / 10	6000	6000	6000	6000	9632	9841
	V430	169.5	107.9	4.5	4.5	6 / 6	6000	6000	6000	6000	9749	9956
	V450	177.4	113.8	4.5	4.5	6 / 6	6000	6000	5800	6000	9799	10007
	V470	185.2	117.7	4.5	4.5	6 / 6	5910	6000	5610	5830	9832	10040
	V500	197.0	123.6	4.5	4.5	6 / 6	5820	5970	5520	5670	9883	10090
2- Stage full free lift	VF295	117.2	80.3	33.9	51.7	6 / 6	6000	6000	6000	6000	9575	9780
	VF325	129.0	85.1	38.7	60.2	6 / 6	6000	6000	6000	6000	9652	9857
	VF345	136.9	90.2	43.7	61.6	6 / 6	6000	6000	6000	6000	9729	9934
3- Stage full free lift	TF370/TS370	145.9	72.4	26.0	43.9	6 / 6	6000	6000	6000	6000	9815	10020
	TF400/TS400	157.7	76.4	29.9	47.8	6 / 6	6000	6000	6000	6000	9870	10073
	TF430/TS430	169.5	80.3	33.9	51.7	6 / 6	6000	6000	5810	6000	9918	10121
	TF450/TS450	177.4	84.3	37.8	55.7	6 / 6	5930	6000	5630	5830	9974	10179
	TF470/TS470	185.2	86.2	39.8	57.6	6 / 6	5890	5970	5590	5670	10004	10209
	TF500/TS500	197.0	90.2	43.7	61.6	6 / 6	5730	5840	5430	5540	10055	10258
	TF550/TS550	216.7	98.0	51.6	69.4	6 / 6	3660	5640	3360	5340	10152	10355
	TF600/TS600	236.4	105.9	59.4	77.3	6 / 6	3020	5450	2720	5150	10306	10509
	TF650/TS650	256.1	113.8	67.3	85.2	3 / 3	2930	5380	2630	5080	10419	10622
	TF700/TS700	275.8	121.7	75.2	93.1	3 / 3	2540	5200	2240	4900	10514	10719
4- Stage full free lift	QF610	240.7	85.6	39.2	57.0	3 / 3	3530	5290	3230	4990	10719	10963
	QF660	260.4	93.5	47.0	64.9	3 / 3	3130	5090	2830	4790	10851	11096
	QF700	276.2	97.4	51.0	68.9	3 / 3	2510	4960	2210	4660	10971	11162
	QF745	293.9	103.3	56.9	74.8	3 / 3	1870	4830	1570	4530	11019	11263
	QF790	311.6	109.3	62.8	80.7	3 / 3	1480	4650	1180	4350	11239	11486

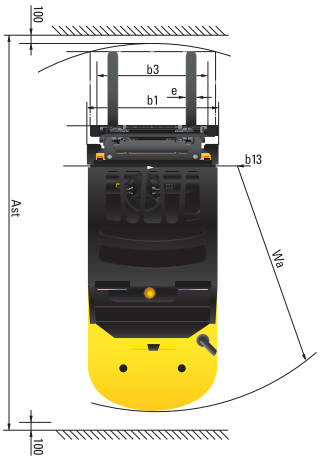
Mast Specification (33D-9)

Mast Type		Maximum Fork Height	Overall Height (Lowered)	Free Lift Height		Tilt Angle	Load Capacity without side shift		Load Capacity with side shift		Truck Weight (Unloaded)	
				With Load Backrest	Without Load Backrest		Single Tire 24 in LC	Double Tire 24 in LC	Single Tire 24 in LC	Double Tire 24 in LC	Single Tire	Double Tire
		in	in	in	in	deg	lb	lb	lb	lb	lb	lb
2- Stage Limited free lift	V300	118.3	83.1	4.5	4.5	6 / 10	6500	6500	6500	6500	10015	10256
	*V330	130.1	89.0	4.5	4.5	6 / 10	6500	6500	6500	6500	10068	10309
	V350	138.0	92.9	4.5	4.5	6 / 10	6500	6500	6500	6500	10101	10344
	V370	145.9	98.8	4.5	4.5	6 / 10	6500	6500	6500	6500	10135	10373
	V400	157.7	104.7	4.5	4.5	6 / 10	6500	6500	6500	6500	10225	10465
	V430	169.5	110.6	4.5	4.5	6 / 6	6500	6500	6500	6500	10344	10584
	V450	177.4	116.5	4.5	4.5	6 / 6	6500	6500	6500	6500	10395	10637
	V470	185.2	120.5	4.5	4.5	6 / 6	6500	6500	6300	6500	10430	10670
	V500	197.0	126.4	4.5	4.5	6 / 6	6420	6500	6120	6500	10483	10723
2- Stage full free lift	VF295	117.2	83.1	36.6	54.5	6 / 6	6500	6500	6500	6500	10198	10432
	VF325	129.0	88.3	41.9	60.1	6 / 6	6500	6500	6500	6500	10278	10511
	VF345	136.9	89.0	46.5	64.3	6 / 6	6500	6500	6500	6500	10355	10586
3- Stage full free lift	TF370/TS370	145.9	75.2	28.7	43.9	6 / 6	6500	6500	6500	6500	10514	10747
	TF400/TS400	157.7	79.1	32.7	47.8	6 / 6	6500	6500	6500	6500	10562	10796
	TF430/TS430	169.5	83.1	36.6	51.7	6 / 6	6500	6500	6500	6500	10608	10842
	TF450/TS450	177.4	87.0	40.6	55.7	6 / 6	6500	6500	6270	6500	10655	10891
	TF470/TS470	185.2	89.0	42.5	57.6	6 / 6	6350	6500	6050	6290	10686	10919
	TF500/TS500	197.0	92.9	46.5	61.6	6 / 6	6260	6390	5960	6090	10734	10968
	TF550/TS550	216.7	100.8	54.3	69.4	6 / 6	4560	6170	4260	5870	10831	11065
	TF600/TS600	236.4	108.7	62.2	77.3	6 / 6	3130	5950	2830	5650	10992	11226
	TF650/TS650	256.1	116.5	70.1	85.2	3 / 3	3060	5910	2760	5610	11098	11332
	TF700/TS700	275.8	124.4	78.0	93.1	3 / 3	2650	5710	2350	5410	11188	11422
4- Stage full free lift	QF610	240.7	87.6	41.1	57.0	3 / 3	3750	5930	3450	5630	11270	11515
	QF660	260.4	95.5	49.0	64.9	3 / 3	3330	5730	3030	5430	11402	11647
	QF700	276.2	99.4	53.0	68.9	3 / 3	2710	5600	2410	5300	11468	11713
	QF745	293.9	105.3	58.9	74.8	3 / 3	2090	5420	1790	5210	11563	11808
	QF790	311.6	111.2	64.8	80.7	3 / 3	1680	5250	1380	4950	11790	12037

New 9 Series

Dimension



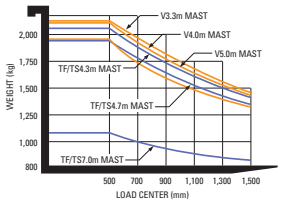


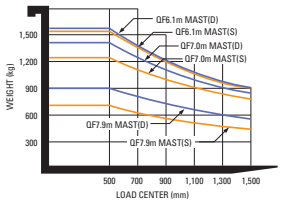
Specification

Identification						
1.1	Manufacturer		Hyundai	Hyundai	Hyundai	Hyundai
1.2	Manufacturer's model designation		22D-9	25D-9	30D-9	33D-9
1.3	Drive: electric (battery or mains),diesel,petrol,fuel gas,manual		DIESEL	DIESEL	DIESEL	DIESEL
1.4	Type of operation:hand,pedestrian,standing,seated,order-		seated	seated	seated	seated
1.5	picker	lb	4400	5000	6000	6500
1.6	Load capacity / Rated load	c in	24	24	24	24
1.8	Load center distance	x in	18	18	18	48
1.9	Load distance, center of drive axle to fork	y in	65	65	67	67
Weights						
2.1	Service weight	lb	7877	8572	9440	10055
2.2	Axle loading, loaded front / rear	lb	10380 / 1349	12273 / 1802	14054 / 1997	15007 / 2324
2.3	Axle loading, unloaded front / rear	lb	3684 / 4193	3527 / 5044	3675 / 5765	3589 / 6466
Wheels, Chassis						
3.1	Tires ; Pneumatic(P), Solid(S), Non-marking(N)		P	P	P	P
3.2	Tires size, front		7.00 - 12, 14PR	7.00 - 12, 14PR	28X9 - 15, 14PR	28X9 - 15, 14PR
3.3	Tires size, rear		6.50 - 10, 14PR	6.50 - 10, 14PR	6.50 - 10, 14PR	6.50 - 10, 14PR
3.4	Number of wheels front / rear (x=driven wheels)		2x / 2	2x / 2	2x / 2	2x / 2
3.5	Track width, front	in	39	39	40	40
3.6	Track width, rear	in	39	39	39	39
Basic Dimensions						
4.1	Mast / fork carriage tilt forward / backward (α / β)	degrees	6 / 10	6 / 10	6 / 10	6 / 10
4.2	Lowered mast height	h1 (in)	86	86	86	86
4.3	Free lift	h2 (in)	6.1	6.1	6.1	6.1
4.4	Lift height	h3 (in)	130	130	130	130
4.5	Extended mast height	h4 (in)	177	177	177	177
4.7	Overhead guard height (cabin)	h5 (in)	85 (2170)	85 (2170)	86 (2190)	86 (2190)
4.8	Seat height / standing height rel. to SIP	h7 (in)	47	47	48	48
4.12	Coupling height	h10 (in)	12	12	13	13
4.19	Overall length	l1 (in)	143	144	147	149
4.20	Length to face of forks	l2 (in)	101	103	105	108
4.21	Overall width	b1 (in)	47	47	48	48
4.22	Fork dimensions(hook type)	l / e / s (in)	1050 x 100 x 45	1050 x 100 x 45	1050 x 122 x 45	1050 x 122 x 45
4.23	Fork carriage ISO 2328, class / type A,B		2A	2A	3A	3A
4.24	Fork-carriage width	b3 (in)	43	43	43	43
4.31	Ground clearance, loaded, under mast	m1(in)	5.1	5.1	5.7	5.7
4.32	Ground clearance, centre of wheelbase	m2(in)	6.2	6.2	7.1	7.1
4.33	Aisle width for pallets 1,000x1,200 crossways (LxW)	Ast(in)	156	158	161	163
4.34	Aisle width for pallets 800x1,200 lengthways (WxL)	Ast(in)	164	166	169	171
4.35	Turning radius	Wa(in)	90	92	95	97
4.36	Smallest pivot point distance	b13 (in)	28	28	29	29
Performance Data						
5.1	Travel speed, unloaded	mph	11.5	11.5	12.4	12.4
5.2	Lift speed, loaded/ unloaded	ft/min	112 / 126	110 / 126	93 / 104	91 / 104
5.3	Lowering speed, loaded/unloaded	ft/min	98 / 89	98 / 89	98 / 89	98 / 89
5.5	Drawbar pull, loaded	in	5908	5921	5379	5386
5.7	Gradient performance, loaded	%	45.8	40.7	31.4	29.0
5.9	Acceleration time, loaded/ unloaded(10m)	sec	-	-	-	-
5.10	Service brake		FOOT	FOOT	FOOT	FOOT
Engine						
6.1	Engine manufacturer / type		kubota v3307	kubota v3307	kubota v3307	kubota v3307
6.2	Engine power acc. to ISO 1585	hp/rpm	67/ 2300	67 / 2300	67 / 2300	67 / 2300
6.3	Maximum Torque	ft-lb/rpm	168.5 / 1500	168.5 / 1500	168.5 / 1500	168.5 / 1500
6.4	No. of cylinder / cubic capacity	EA/cc	4 / 3331	4 / 3331	4 / 3331	4 / 3331
6.5	Fuel consumption acc. To VDI cycle	g/h	0.81	0.85	0.9	0.95
Other Details						
8.1	Type of drive control		PowerShift	PowerShift	PowerShift	PowerShift
8.2	Operating pressure, system / attach	bar	182 / 162	182 / 162	196 / 162	196 / 162
8.3	Oil volume (hydraulic)	l	36	36	38	38
8.4	Sound pressure level (at driver's ear according to DIN 12053)	dB(A)	80	80	80	80
8.5	Trailer coupling, type DIN		PIN	PIN	PIN	PIN

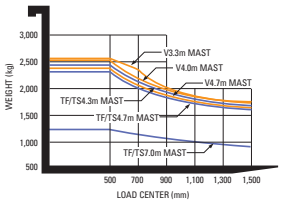
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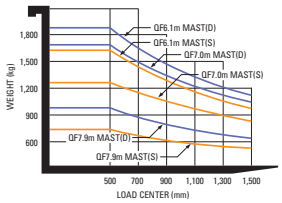
22D-9



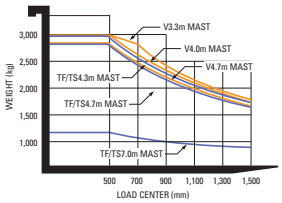


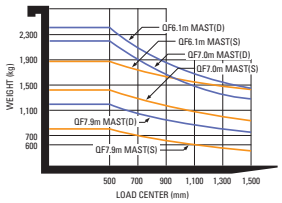
25D-9



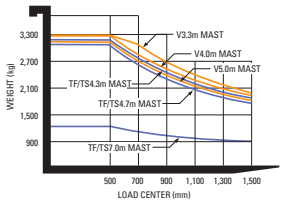


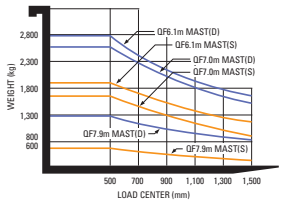
30D-9



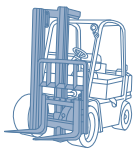
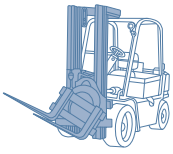
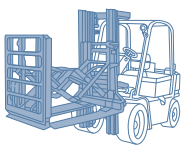
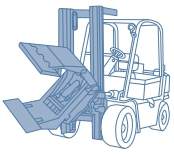
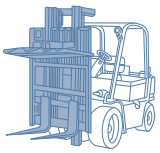


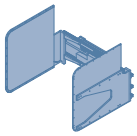
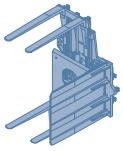
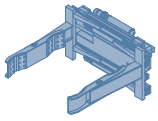
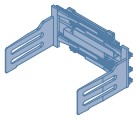
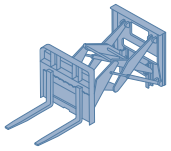
33D-9





Various Applications for Unit

Side Shift	Hinged Fork	Hinged Bucket	Rotating Fork	Push Pull	Rotating Roll Clamp	Load Stabilizer
						

Carton Clamp	Pallet Invert	Drum Clamp	Bale Clamp	Load Extender	Fork Positioner
					

Optional Items

- **Fork(in)**
  22/25D-9 : 35, 39, 41(STD), 47, 53, 59, 65, 71
  30/33D-9 : 35, 41(STD), 45, 47, 65, 71, 78, 83, 91, 94
- **Integral Sideshift, , Fork positioner, Sideshift**
- **Tire :** Pneumatic(STD)/ Solid(superelastic) / Non-marking / Front double tire
- **M.C.V :** 4-Spool
- **Auto Fork Leveling System**
- **Rear View Camera**
- **Enclosed Cab with Heat**
- **Beacon Lamp (Bulb or LED) (Amber, Red, Blue)**
- **Rear work Lamp**
- **F-N-R & Horn Knob switch**
- **Rear Horn**

AGENDA ITEM NO. J8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 21, 2023
SUBMITTED BY:	Amy Davis, Administration
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Special Counsel for the City in the event of potential dispute regarding the renovation of the City Center
BACKGROUND:	The City Center property was purchased in March 2020 and has been undergoing renovation. As part of the renovation project, all of the windows will have new tint on both the exterior and interior of the windows and about one-third of the windows were also replaced. The window replacement was added to the project after the demolition of the interior portion of the building revealed some of the windows needing replacement due to insulation adhering to the windows and nothing was working to remove the insulation from the glass. After the past fall/winter storms, staff noted that some of the windows leaked. Recently, the contractor completed the window work and the City engaged a third party consultant to test the windows for leakage. The window testing showed that the windows are leaking.
POLICY/PURPOSE:	To consider engagement with special counsel to provide legal guidance to the City regarding the renovation of the City Center.
STRATEGIC PLAN RELEVANCE:	N/
ANALYSIS/DISCUSSION:	Because the window test showed that the windows are leaking, the City will be working with the architect and contractor towards a solution. In the event that we need special counsel to navigate towards a solution or if there is future litigation, we want to have our construction law specialist already in place. The City Manager reviewed the qualifications of five

	construction law experts with the assistance from the City Attorney and based on the potential needs of the City obtained proposals from three of the specialists. Of those three, the City Manager is recommending Fred Springer of BMO Law as the most responsive proposal between the qualifications and the proposed hourly cost. All of the qualifications and hourly proposals are available for the Commission's review.
FUNDING:	Costs will come from the renovation project budget or a future budget amendment, if needed.
MOTION:	I move to approve/deny execution of the engagement with special counsel, Fred Springer of BMO to provide representation for the City of Treasure Island in the potential dispute regarding the City Center renovation project.

ATTACHMENTS:
230316 Springer to Davis re engagement as counsel (02512531).pdf

Bryant Miller Olive

Attorneys at Law
One Tampa City Center
Suite 2700
Tampa, FL 33602
Tel 813.273.6677
Fax 813.223.2705
www.bmolaw.com

March 16, 2023

Via email only: adavis@mytreasureisland.org

City of Treasure Island
Attn: Amy Davis, City Manager
120 108th Ave.
Treasure Island, FL 33706

Re: ***Representation of the City of Treasure Island in potential dispute concerning City Center***

Dear Ms. Davis:

The purpose of this letter and the attached terms, which are incorporated into this engagement agreement, is to set forth the role Bryant Miller Olive (the "Firm") will serve and the terms that will govern our relationship on this engagement as Special Litigation Counsel for the City of Treasure Island ("City") concerning any disputes regarding the rehabilitation of the property owned by the City at 10451 Gulf Boulevard in Treasure Island (the "Project").

The disputes may arise from the agreement between the City and Wannemacher Jensen Architects, Inc. ("Designer"), pertaining to City Hall Design Services RFQ 20-009, or from the agreement dated April 20, 2020, between the City and New Vista Builders Group, LLC ("Contractor") as general contractor for the Project.

While we do not wish to be overly formal with the City, it is our custom and practice to confirm in writing the terms of the professional relationship we are establishing, including the identity of our client(s), the nature and scope of our professional undertaking and the essential business terms of our relationship. This letter, and the attached Exhibit A, set forth such terms.

Our sole client will be the City, and we will advise and represent the City with regard to any disputes with the Designer or the Contractor, or any of its subcontractors, arising out of or relating to the Project. The representation will include any mediation that might be held prior to the institution of litigation.

Because of our extensive experience working with local governments, we know that costs and economies are important to the City. Therefore, we are able to provide our services at

a reduced government hourly rate of $350 per hour for shareholders, $295 for associates and $125 per hour for paralegals and law clerks. However, in the event any person or entity other than the City is required to pay attorneys' fees for the litigation, the hourly rates for attorneys' fees would be $450 for shareholders, $350 for associates and $150 for paralegals, or such amount as is determined by the court, whichever is greater. We will not charge for clerical assistance.

If the terms of this engagement, together with Exhibit A, are agreeable please indicate by signing and returning a copy of this letter.

We look forward to working with you on this matter. Should you have questions concerning this engagement, including the attachments, please do not hesitate to contact me.

Sincerely,

BRYANT MILLER OLIVE P.A.

By: Fred Springer, Shareholder

ACCEPTANCE

The foregoing terms of this engagement, including the General Terms and Conditions of Engagement on the attached Exhibit A, are in accord with my understanding of the same and are hereby approved and accepted.

CITY:

ATTEST:

CITY OF TREASURE ISLAND, FLORIDA

_____
Celine Kidwell
City Clerk

By: _____
Taylor Payne, Mayor

Date: _____, 2023

EXHIBIT A
GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. Scope. Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

2. Confidentiality and Related Matters. Several points regarding the ethics of our profession that will govern our representation deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or other entity our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement. We generally do not represent multiple parties to a transaction or other legal matter, but to the extent this engagement involves representation of more than one similarly situated person or entity in a particular matter, our representation of the group will not include the representation of any of the members of the group in relation to any other members of the group.

3. Fees. When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research analysis, data and

documentation) that we have previously developed; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. A retainer is typically required in an amount that is appropriate with respect to the proposed representation. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the representation, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivery legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively. We record and bill our time in one tenth hour (six minute) increments. Also, to appropriately compensate us in situations where our services provide a significant benefit that is disproportionate to the time devoted to the matter, we may adjust the fee, subject to your approval of the adjusted fee, on an "added-value" basis if and to the extent the services contribute to a favorable result for you.

4. Out-of-Pocket Expenses. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges for certain support activities. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, court reporters, or other consultants. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses. The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from a contractor or achieve other benefits to the client if the firm provides certain functions. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

5. Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the mater, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a summary of each matter for which legal services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within 30 days from the date of the statement, we reserve the right to impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We shall be entitled to attorneys' fees and expenses if collection activities are necessary.

6. Questions about Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We will attempt to provide as much billing information as you require and in such customary form that you desire.

7. Relationships with Other Clients. We are sometimes asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with us, our firm wishes to be able to consider the representation of other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics rules that govern us permit us to accept such multiple representations, assuming certain requirements are met.

During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other firm personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and

implications of our undertaking the two representations. If the foregoing conditions are satisfied, you agree that we may undertake the adverse representation and that all conflict issues will be deemed to have been resolved or waived by you.

8. Termination. Upon completion of the matters described in this engagement, or upon earlier termination of our relationship as provided herein, the attorney-client relationship will end unless we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination.