

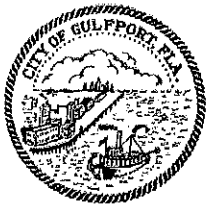
**City Council Meeting
Agenda Packet
Tuesday, April 20, 2010
7:00 pm**

Presentations

**Agenda Item No. 1
Public Session**

**Agenda Item No. 2
City Manager Report**

**Agenda Item No. 3
City Attorney Report**



City of Gulfport Florida
Regular City Council Meeting
Tuesday, April 20, 2010

City Hall – 2401 53rd Street South, Gulfport, FL 33707

7:00 p.m.

Agenda

Call to Order

Invocation given by Councilmember Jennifer Salmon

Pledge of Allegiance

Roll Call:

Presentations:

Craig Petersburg, Gulfport Elementary School – Art Display
Anthony Jones, Director, Pinellas County Community Development

1. Public Session.
2. City Manager Report.
3. City Attorney Report.
4. Consent Items: Resolutions
 - a. 2010-17, A resolution of the City of Gulfport, Florida approving the temporary suspension of specific sections of Section 13-25 of the Code of Ordinances pertaining to Garage Sales; and providing for an effective date.
 - b. 2010-18, A resolution of the City of Gulfport, Florida, authorizing the use of Federal Equitable Sharing Funds for the purchase of Law Enforcement, Level III, Tactical Body Armor; and providing for an effective date.
 - c. 2010-19, A resolution of the City of Gulfport, Florida, authorizing the use of Federal Equitable Sharing Funds for the purchase of Traffic Data Collection Equipment; and providing for an effective date.
 - d. 2010-20, A resolution of the City of Gulfport, Florida, appointing members to serve on the Gulfport Teen Council; providing for terms of appointment; and providing for an effective date.
 - e. 2010-21, A resolution of the City of Gulfport, Florida, appointing a member to the Police Pension Board; providing for term of appointment; and providing for an effective date.

- f. 2010-22, A resolution of the City of Gulfport, Florida, appointing Vice Mayor Michele King as the City Council's representative on the Tampa Bay Regional Planning Council; and providing for an effective date.
- g. 2010-23, A resolution of the City of Gulfport, Florida, appointing Councilmember Sam Henderson as the City Council's Alternate Member on the Suncoast League of Cities Board; and providing for an effective date.

5. Resolutions:

- a. 2010-24, A resolution of the City of Gulfport, Florida, appointing members to serve on the Planning and Zoning Board/Local Planning Agency; providing for terms of appointment; and providing for an effective date.
- b. 2010-25, A resolution of the City of Gulfport, Florida, appointing members to serve on the Board of Adjustment; providing for terms of appointment; and providing for an effective date.
- c. 2010-26, A resolution of the City of Gulfport, Florida, appointing a resident member to the Employees Pension Board; providing for term of appointment; and providing for an effective date.
- d. 2010-27, A resolution of the City of Gulfport, Florida, authorizing the City Manager to enter into a Contract with Pyrotecnico of Florida, L.L.C for the City's Annual 4th of July Fireworks Display in the amount of \$25,300.00; providing for the necessary closures and safety requirements as determined by the Fire and Police Departments; providing for a Fireworks Permit; and providing for an effective date.
- e. 2010-28, A resolution of the City of Gulfport, Florida, authorizing the City Manager to enter into a Five Year Lease Agreement with the Gulfport Yacht Club; and providing for an effective date.

6. Old Business.

7. New Business.

8. Council Reports.

9. Adjournment.

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes 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. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call (727) 893-1000 or fax a written request to (727) 893-1008. Posted: April 16, 2010

Agenda Item No. 4-a
Consent
Resolution No. 2010-17



GULFPORT CITY COUNCIL AGENDA MEMORANDUM

FROM: James E. O'Reilly, City Manager

DATE: April 20, 2010

AGENDA ITEM: 4-a

RESOLUTION NO: 2010-17

SUBJECT: Discussion of Garage/Yard Sales; permits and regulations

BACKGROUND:

Previously, at the direction of City Council staff was asked to draft a methodology to provide for more frequently occurring and less stringent permitting aspects of Garage/Yard Sales within the City of Gulfport. The City of Gulfport Code of Ordinances provides that an individual can only host four Garage Sales annually. The present suspension provides an individual the opportunity to hold a Garage Sale on the first Saturday of every month.

On April 21, 2009, City Council approved Resolution 2009 – 41, approving the suspension of specific sections of Section 13-35 of the City of Gulfport's Code of Ordinances, pertaining to Garage Sales; permits and regulations for a twelve (12) month period and then reevaluate the impact of the suspension.

During the Workshop held on March 25, 2010, City Council discussed continuing the suspension of these sections of the City Code, pertaining to Garage Sales and expand the opportunity to hold said Garage Sale to the first Friday – Sunday of every month.

ANALYSIS:

Staff proposed at the time that City Council suspend Section 13-35 Paragraphs (c) and (d); Application; Duration, frequency, hours and provide for the operation of a permit less Garage/Yard sale on the first Saturday of the following twelve (12) month period, with the last occurring on April 3, 2010. Staff at that time recommended that all other aspects of Section 13 – 35 remain in effect as they relate to Signs, Removal of Sales Items, Items for Sale - that the items to being offered for sale is owned by the individual or his/her family, that the items offered for sale are all used, that no property or items to be offered for sale have been acquired by consignment, and that no property or items have been acquired for the purpose of resale.

Staff continues to not foresee additional issues or problems related to extending this suspension for an additional year, for the first Friday – Sunday of every month, with the last occurring on April 2, 2011.

FINANCIAL IMPACT:

No financial impact as this is a no fee - permit.

MOTION:

City Council move to approve/deny Resolution No. 2010-17.

RESOLUTION NO. 2010-17

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA APPROVING THE TEMPORARY SUSPENSION OF SPECIFIC SECTIONS OF SECTION 13-25 OF THE CODE OF ORDINANCES PERTAINING TO GARAGE SALES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2003-13 allows for the City Council to suspend various sections of the Code of Ordinances by resolution to accommodate special events; Section 17-30 of the Code of Ordinances, accords the City Manager the authority to allow for providing accommodations and services for Special Events/Activities and for those participating in such events.

WHEREAS, Staff has received direction from City Council to draft a methodology to provide for the more frequently occurring and less stringent permitting aspects of Garage/Yard Sales within the City during the first Friday – Sunday of every month.

WHEREAS, Staff recommends City Council approve the suspension of specific sections of Section 13-35 of the City of Gulfport's Code of Ordinances, pertaining to Garage sale; permits and regulations, temporarily, for a twelve (12) month period and then reevaluate the impact of the suspension.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby in accordance with the provision of Ordinance No. 2003-13 and Section 17-30 of the of the Code of Ordinances does hereby waive certain sections of Section 13-35 of the Code of Ordinances, pertaining to Garage sale; permits and regulations, temporarily, for a twelve (12) month period to provide for the more frequently occurring and less stringent permitting aspects of Garage/Yard Sales within the City during the first Friday – Sunday of every month.

Section 2. The impact of the temporary suspensions of the sections of Section 13-35 of the Code of Ordinances shall be reevaluate at the end of the twelve month period.

Section 3. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2010 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk

Agenda Item No. 4-b
Consent
Resolution No. 2010-18



GULFPORT CITY COUNCIL

AGENDA MEMORANDUM

FROM: Robert Vincent, Chief of Police

DATE: 04/20/2010

AGENDA ITEM: 4-b

RESOLUTION NO: 2010-18

SUBJECT: Use of Federal Equitable Sharing Funds

**RECOMMENDATION: (or)
DIRECTION REQUESTED:**

Approve the use of Federal Equitable Sharing Funds for the purchase of law enforcement, level III, tactical body armor

BACKGROUND:

Members of the Gulfport Police Department have on occasion participated in investigations working with federal task forces. By virtue of our participation, we have received a proportionate share of seized assets. Federal law requires that these funds be use for law enforcement equipment or training and that they not be used to supplant the budget. In order to appropriate an expenditure from these funds, approval from the City Council is required. More specific information on Federal Equitable Sharing can be found here: <http://www.justice.gov/criminal/afmls/pubs/pdf/guidetoeq09.pdf>

ANALYSIS:

In this particular case, the Chief of Police intends to purchase level III tactical body armor for members of the Gulfport Police Department's Special Enforcement Team. The Special Enforcement Team is a group of specially trained law enforcement officers who's purpose is to serve search and/or arrest warrants, conduct building and vehicle entries, make spontaneous probable cause arrests of moderate to high risk criminal offenders, and provide for containment in high risk incidents or operations with the assistance of a S.W.A.T. or similar tactical response team from another law enforcement agency.

The Special Enforcement Team has conducted joint operations with several other law enforcement agencies such as the St. Petersburg Police Street Crimes Unit, the St. Petersburg Police Special Investigations Unit, The St. Petersburg Police SWAT Team, The Pinellas County Sheriff's Office and The Bureau of Alcohol Tobacco and Firearms.

Currently, the Special Enforcement Team does not possess the required ballistic protection to facilitate operations during moderate to high risk operations, where the threat of deadly force against a member may be likely. Such threats may include the use of high caliber rifles or exotic handgun ammunition. The current level of ballistic protection available to Special Enforcement Team members is Level IIA or IIIA as measured by the National Institute of Justice. These levels do not provide protection against common rifle ammunition or exotic handgun ammunition. Such ammunition is possessed and sometimes used against law enforcement officers by violent criminal offenders who know that such ammunition can defeat commonly worn law enforcement body armor.

Members of the Special Enforcement Team require level III ballistic protection, as measured by the National Institute of Justice, in order to protect the members against possible threats they may face in moderate to high risk operations. Therefore, the intent is to purchase soft body armor of Level IIIA ballistic protection and hard armor plates. The use of hard armor plates in conjunction with level IIIA soft armor provides the necessary level III ballistic protection required. Other accessory ballistic protection will also be purchased upon approval so that members of the Special Enforcement Team have collar, throat, bicep and groin protection which is necessary to protect against threats the members may face during moderate and high risk operations.

FINANCIAL IMPACT:

The Federal Equitable Sharing Fund balance is approximately \$37,000. The cost for the desired equipment would not exceed \$10, 000.

MOTION:

I move to approve/deny this resolution which would authorize the appropriation of up to \$10,000 of Federal Equitable Sharing Funds for designated law enforcement level III tactical body armor.

RESOLUTION NO. 2010-18

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE USE OF FEDERAL EQUITABLE SHARING FUNDS FOR THE PURCHASE OF LAW ENFORCEMENT, LEVEL III, TACTICAL BODY ARMOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, members of the Gulfport Police Department have on occasion participated in investigations working with federal task forces; and

WHEREAS, by virtue of the Police Departments participation, they have received a proportionate share of seized asset; and

WHEREAS, Federal law requires that these funds be used for law enforcement equipment or training and that they not be used to supplant the budget; and

WHEREAS, in order to appropriate an expenditure from these funds, approval from the City Council is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby authorizes the use of Federal Equitable Sharing Funds for the purchase of Law Enforcement, Level III, Tactical Body Armor in an amount not to exceed \$10,000.00.

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2010 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk

Agenda Item No. 4-c
Consent
Resolution No. 2010-19



GULFPORT CITY COUNCIL

AGENDA MEMORANDUM

FROM: Robert Vincent, Chief of Police

DATE: 04/20/2010

AGENDA ITEM: 4-c

RESOLUTION NO: 2010-19

SUBJECT: Use of Federal Equitable Sharing Funds

**RECOMMENDATION: (or)
DIRECTION REQUESTED:**

Approve the use of Federal Equitable Sharing Funds for the purchase of traffic data collection equipment.

BACKGROUND:

Members of the Gulfport Police Department have on occasion participated in investigations working with federal task forces. By virtue of our participation, we have received a proportionate share of seized assets. Federal law requires that these funds be use for law enforcement equipment or training and that they not be used to supplant the budget. In order to appropriate an expenditure from these funds, approval from the City Council is required. More specific information on Federal Equitable Sharing can be found here: <http://www.justice.gov/criminal/afmls/pubs/pdf/guidetoeq09.pdf>

ANALYSIS:

In this particular case, the Chief of Police intends to purchase equipment for inconspicuous collection of traffic data. The police department routinely receives complaints about excessive speeding in various areas, and our response is currently limited to the assignment of a patrol officer to complete a survey and enforce as appropriate. Unfortunately, the results of the surveys are not entirely accurate because we cannot afford to station an officer at the scene for the amount of time that would be necessary for correct results. In addition, the officer's presence is certain to deter speeders, further interfering with the accuracy of the results. By employing this equipment, we not only improve the accuracy of our results, we free up officers for other issues.

Often times, speed complaints are accompanied by requests to reduce the speed limit. Council authority to reduce the speed limit below 30 miles per hour is restricted by state law, which mandates that such a reduction be justified based on traffic analysis conducted in accordance with DHSMV guidelines. Currently, we have no way to perform such an analysis.

FINANCIAL IMPACT:

The Federal Equitable Sharing Fund balance is approximately \$37,000. The cost for the desired equipment would not exceed \$5,000

MOTION:

I move to approve/deny this resolution which would authorize the appropriation of up to \$5,000 of Federal Equitable Sharing Funds for the purchase of traffic data collection equipment.

RESOLUTION NO. 2010-19

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE USE OF FEDERAL EQUITABLE SHARING FUNDS FOR THE PURCHASE OF TRAFFIC DATA COLLECTION EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, members of the Gulfport Police Department have on occasion participated in investigations working with federal task forces; and

WHEREAS, by virtue of the Police Departments participation, they have received a proportionate share of seized asset; and

WHEREAS, Federal law requires that these funds be used for law enforcement equipment or training and that they not be used to supplant the budget; and

WHEREAS, in order to appropriate an expenditure from these funds, approval from the City Council is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby authorizes the use of Federal Equitable Sharing Funds for the purchase of traffic data collection equipment in an amount not to exceed \$5,000.

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2010 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk

Agenda Item No. 4-d
Consent
Resolution No. 2010-20



GULFPORT CITY COUNCIL MEMORANDUM

FROM: Lesley DeMuth, City Clerk

AGENDA ITEM: 4-d

DATE: April 20, 2010

RESOLUTION: 2010-20

SUBJECT: Teen Council Appointments

BACKGROUND:

The Gulfport Teen Council consists of ten members; seven regular members and three alternate members. Members of the Teen Council serve a one-year term concurrent with the school year.

ANALYSIS:

Several vacancies have occurred on the Gulfport Teen Council. An application has been received from Nolan Slone requesting consideration of appointment, and Jartavious Gunter is being recommended for an appointment as a regular member; he is currently serving as an alternate member.

FINANCIAL IMPACT:

None.

MOTION:

Move to approve/deny Resolution No. 2010-20.

RESOLUTION NO. 2010-20

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, APPOINTING MEMBERS TO SERVE ON THE GULFPORT TEEN COUNCIL; PROVIDING FOR TERMS OF APPOINTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, vacancies have occurred on the Gulfport Teen Council; and

WHEREAS, the City has received applications from interested Teens wishing to serve on the Teen Council and the City Council is desirous of making appointments to fill the vacancies existing on the Teen Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby appoints the following members to serve on the Gulfport Teen Council for a term expiring August 2010:

Jantavious Gunter
Nolan Slone

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2010 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTESTED:

Lesley DeMuth, City Clerk

Agenda Item No. 4-e
Consent
Resolution No. 2010-21

RESOLUTION NO. 2010-21

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, APPOINTING A MEMBER TO THE POLICE PENSION BOARD; PROVIDING FOR TERM OF APPOINTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Gulfport Police Pension Board consist of five members; and

WHEREAS, one of the City Council appointed trustees terms has become vacant.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby appoints the following members to Police Pension Board for the unexpired term of Mike Arras:

<u>Member</u>	<u>Term Expires</u>
Lawrence Tosi, Jr. – Resident	May, 2011

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2010 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk

Agenda Item No. 4-f
Consent
Resolution No. 2010-22



GULFPORT CITY COUNCIL MEMORANDUM

FROM: Lesley DeMuth, City Clerk **AGENDA ITEM:** 4-f
DATE: April 20, 2010 **RESOLUTION:** 2010-22
SUBJECT: Tampa Bay Regional Planning Council Appointment

BACKGROUND:

The City Council must appoint one of its members to serve on the Tampa Bay Regional Planning Council.

ANALYSIS:

At the Workshop Meeting of March 25, 2010, City Council discussed the appointment of Vice Mayor Michele King as the City Council's representative on the Tampa Bay Regional Planning Council.

FINANCIAL IMPACT:

None.

MOTION:

Move to approve/deny Resolution No. 2010-22.

RESOLUTION NO. 2010-22

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, APPOINTING VICE MAYOR MICHELE KING AS THE CITY COUNCIL'S REPRESENTATIVE ON THE TAMPA BAY REGIONAL PLANNING COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Council must appoint one of its members to serve on the Tampa Bay Regional Planning Council; and

WHEREAS, At the Workshop Meeting of March 25, 2010, City Council discussed the appointment to the Tampa Bay Regional Planning Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby appoints Vice Mayor Michele King as the City Council's representative on the Tampa Bay Regional Planning Council.

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2010 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk

Agenda Item No. 4-g
Consent
Resolution No. 2010-23



GULFPORT CITY COUNCIL MEMORANDUM

FROM: Lesley DeMuth, City Clerk **AGENDA ITEM:** 4-g
DATE: April 20, 2010 **RESOLUTION:** 2010-23
SUBJECT: Suncoast League of Cities Appointment

BACKGROUND:

As a member of the Suncoast League of Cities, the City Council must appoint one member and one alternate member to represent the City on their Board.

ANALYSIS:

At the Workshop Meeting of March 25, 2010, City Council discussed the appointment of Councilmember Sam Henderson as the City Council's alternate member on the Suncoast League of Cities Board.

FINANCIAL IMPACT:

None.

MOTION:

Move to approve/deny Resolution No. 2010-23.

RESOLUTION NO. 2010-23

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, APPOINTING COUNCILMEMBER SAM HENDERSON AS THE CITY COUNCIL'S ALTERNATE MEMBER ON THE SUNCOAST LEAGUE OF CITIES BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, As a member of the Suncoast League of Cities, the City Council must appoint one member and one alternate member to represent the City on their Board; and

WHEREAS, at the Workshop Meeting of March 25, 2010, City Council discussed the appointment of an alternant member to the Suncoast League of Cities Board.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby appoints Councilmember Sam Henderson as the City Council's alternate member on the Suncoast League of Cities Board.

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2010 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk

Agenda Item No. 5-a
Resolution No. 2010-24



GULFPORT CITY COUNCIL MEMORANDUM

FROM: Lesley DeMuth, City Clerk **AGENDA ITEM:** 5-a
DATE: April 20, 2010 **RESOLUTION:** 2010-24
SUBJECT: Planning and Zoning Board/Local Planning Agency

BACKGROUND:

The terms of appointment for members on the Planning and Zoning Board/Local Planning Agency have expired. The Board consists of five members; each Councilmember nominates one member for appointment and the City Council, as a whole, chooses the alternate member.

ANALYSIS:

City Councilmembers with appointments whose terms will expire have submitted their nominations for Council's consideration.

The alternate board members term is also expiring. Applications were received from M. Elaine Barclay, Stanley Solomons and Deb Taylor expressing an interest in serving on the Planning and Zoning Board/Local Planning Agency.

FINANCIAL IMPACT:

None.

MOTION:

Move to approve/deny Resolution No. 2010-24.

RESOLUTION NO. 2010-24

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, APPOINTING MEMBERS TO SERVE ON THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY; PROVIDING FOR TERMS OF APPOINTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the terms of appointment for members on the Planning and Zoning Board/Local Planning Agency have expired and/or become vacant; and

WHEREAS, on May 2, 2006 City Council passed Ordinance No. 2006-09 pertaining to the Planning and Zoning Board/Local Planning Agency which set the membership at five (5) regular members and one alternate member; and

WHEREAS, at the Workshop held on May 21, 2008, City Council indicated that they would like the membership to remain as stated in Ordinance 2006-09 with the understanding that each Councilmember would nominate one regular member for appointment and the Council, as a whole, would choose the alternate member.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby appoints the following members to serve for the following terms on the Planning and Zoning Board/Local Planning Agency.

Name	Nominated by	Term Expires
<u>Carol D'Alessandro</u> (unexpired term of David Hastings)	Vice Mayor King	April, 2011
<u>Marjory Milford</u>	Councilmember Hastings	April, 2012
<u>Jennifer Cowan</u>	Councilmember Salmon	April, 2012
_____	City Council – Alternate	April, 2012

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2010 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk

Agenda Item No. 5-b
Resolution No. 2010-25

RESOLUTION NO. 2010-25

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, APPOINTING MEMBERS TO SERVE ON THE BOARD OF ADJUSTMENT; PROVIDING FOR TERMS OF APPOINTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the terms of appointment for members on the Board of Adjustment have expired; and

WHEREAS, on May 2, 2006 City Council passed Ordinance No. 2006-10 pertaining to the Board of Adjustment which set the membership at five (5) regular members and one alternate member; and

WHEREAS, at the Workshop held on May 21, 2008, City Council indicated that they would like the membership to remain as stated in Ordinance 2006-10 with the understanding that each Councilmember would nominate one regular member for appointment and the Council, as a whole, would choose the alternate member.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby appoints the following members to serve for the following terms on the Board of Adjustment.

Name	Nominated by	Term Expires
<u>Mark Epstein</u>	Vice Mayor King	April, 2012
<u>Susan Helms</u>	Councilmember Salmon	April, 2012
_____	City Council – Alternate	April, 2012

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2010 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTESTED:

Lesley DeMuth, City Clerk

Agenda Item No. 5-c
Resolution No. 2010-26



GULFPORT CITY COUNCIL MEMORANDUM

FROM: Lesley DeMuth, City Clerk **AGENDA ITEM:** 5-c
DATE: April 20, 2010 **RESOLUTION:** 2010-26
SUBJECT: Employee Pension Board Appointment

BACKGROUND:

The Employees Pension Board consists of seven members, two of which are City residents and appointed by the City Council.

ANALYSIS:

A vacancy has occurred on the Board with one of the City Council's resident appointments. An application was from Stanley Solomons expressing an interest in serving on the Pension Board.

FINANCIAL IMPACT:

None.

MOTION:

Move to approve/deny Resolution No. 2010-26..

RESOLUTION NO. 2010-26

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, APPOINTING A RESIDENT MEMBER TO THE EMPLOYEES PENSION BOARD; PROVIDING FOR TERM OF APPOINTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Employees Pension Board consists of seven members; and

WHEREAS, one of the City Council's resident appointments on the Board has become vacant.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby appoints the following member to the Employees Pension Board to fill the unexpired term of David Hastings, expiring July 2010:

<u>Member</u>	<u>Term Expires</u>
_____	July, 2010

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2010 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk

Agenda Item No. 5-d
Resolution No. 2010-27



GULFPORT CITY COUNCIL AGENDA MEMORANDUM

FROM: James E. O'Reilly, City Manager

DATE: April 20, 2010

AGENDA ITEM: 5-d

RESOLUTION NO: 2010-27

SUBJECT: 4th of July Fireworks Display

RECOMMENDATION: Staff recommends that City Council authorize the City Manager to enter into a contract with Pyrotecnico of Florida, L.L.C. in the amount of \$25,300.00 to provide the City's Annual 4th of July Fireworks Display. The unit price is provided to the City of Gulfport through Pyrotecnico of Florida, L.L.C. via the City of Safety Harbor - Fireworks Display Request For a 2- Year Proposal "A" - Bid # 07-03.

BACKGROUND:

The City of Gulfport annually provides a Fireworks Display in conjunction with the City's 4th of July Celebration and Children's Activities.

Beginning in 2006, at the request of City Council the show has been fired from Williams Pier. Staff proposes to continue the use of this site - with the necessary safety precautions required by the Fire and Police Departments in place. The three (3) most significant precautions being the closing of the Williams Pier three (3) days in advance of the 3rd or 4th of July (Wednesday prior), the creation of a No Boat or Anchoring Zone within a minimum six hundred (600) feet of Williams Pier forty-eight (48) hours prior to the Fireworks Display and the removal or relocation of vessels in this area as of 6:00 AM the day of display, Saturday, July 3, 2010 or July 4, 2010; providing for the associated road closures/ no vehicle parking /removal of vehicles within the area as of 6:00 AM on Saturday the 3rd of July or Sunday, July 4th until the completion of the Fireworks Display and City activities within the areas of 54th Street South from Essex Avenue to Shore Boulevard, Shore Boulevard from 54th Street South to 56th Street South and Beach Boulevard from Shore Boulevard to 31st Avenue South and Gulfport Beach.

The Fire Chief will review the proposed discharge sites to establish that all required setbacks and safety zones are met. The Fire Chief's issuance of a City of Gulfport Fireworks Permit to the company is a requirement of the agreement.

ANALYSIS:

Pyrotecnico of Florida, L.L.C. has been the City's contractor the past six (6) years, providing the City of Gulfport very successful shows. Staff has been pleased with doing business with this company; they have been a safe and responsible vendor. The company will be required to provide proof of insurance and will name the City as additional insured. The Company has provided references as requested.

FINANCIAL IMPACT:

The fireworks display cost of \$25,300.00 is included in the Community Development Waterfront Redevelopment District's annual operating budget - Promotional Activities.

The City's cost in past years has been reduced by the generous contributions of the Stetson College of Law and the Boca Ciega Yacht Club.

MOTION:

Move to approve/deny Resolution authorizing the City Manager to enter into a contract with Pyrotecnico of Florida, L.L.C. in the amount of \$25,300.00 to provide the City's Annual 4th of July Fireworks Display; authorizing the necessary pier, road closures and anchoring - safety requirements as determined by the Fire and Police Departments, providing City staff the authorization for the removal of vehicles and vessels in violation of the requirements.

RESOLUTION NO. 2010-27

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PYROTECNICO OF FLORIDA, L.L.C FOR THE CITY'S ANNUAL 4TH OF JULY FIREWORKS DISPLAY IN THE AMOUNT OF \$25,300.00; PROVIDING FOR THE NECESSARY CLOSURES AND SAFETY REQUIREMENTS AS DETERMINED BY THE FIRE AND POLICE DEPARTMENTS; PROVIDING FOR A FIREWORKS PERMIT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Gulfport annually provides a Fireworks Display in conjunction with the City's 4th of July Celebration and Children's Activities; and

WHEREAS, Pyrotecnico of Florida, L.L.C. has been the City's contractor the past five (5) years, providing the City of Gulfport very successful shows. Staff has been pleased with doing business with this company; they have been a safe and responsible vendor. The company will be required to provide proof of insurance and will name the City as additional insured; and

WHEREAS, the City is desirous of entering into a contract with Pyrotecnico of Florida, L.L.C. in the amount of \$25,300.00 to provide the City's Annual 4th of July Fireworks Display. The unit price is provided to the City of Gulfport through Pyrotecnico of Florida, L.L.C. via the City of Safety Harbor – Fireworks Display Request For a 2- Year Proposal "A" - Bid # 07-03.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby authorizes the City Manager to enter into a contract with Pyrotecnico of Florida, L.L.C. in the amount of \$25,300.00 to provide the City's Annual 4th of July Fireworks Display.

Section 2. The City Council hereby authorizes the necessary pier, road closures and anchoring safety requirements as determined by the Fire and Police Departments, and authorization is granted for the removal of vehicles and vessels in violation of these requirements.

Section 3. Pyrotecnico, L.L.C. shall obtain the necessary City fireworks permit.

Section 4. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2010 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk



Headquarters

P.O. Box 149
New Castle, PA 16103

OFFICE
724. 652. 9555
800. 854. 4705

FAX
724. 652. 1288

EMAIL
info@pyrotecnico.com

WEB
www.pyrotecnico.com

U.S. Locations

Atlanta, GA	877. 924. 0102
Las Vegas, NV	800. 956. 7976
Montgomery, AL	800. 255. 1199
New Orleans, LA	800. 783. 2513
Tampa, FL	888. 352. 7976

Fireworks Display Contract

This Agreement made this _____ day of _____, **2010**, by and between **Pyrotecnico of Florida, LLC**, (Contractor) of Tampa, Florida, (hereinafter referred to as "Pyrotecnico of Florida") and **City of Gulfport (Sponsor)**, of **Gulfport, Florida**.

WHEREAS, Pyrotecnico of Florida is engaged in the sale, exhibition and display of fireworks for those requesting said goods and performance; and

WHEREAS, Sponsor wants Pyrotecnico of Florida to provide a fireworks exhibition and display for Sponsor's benefit under the terms and conditions set forth herein; and

WHEREAS Pyrotecnico of Florida is desirous of providing Sponsor with a fireworks exhibition and display for Sponsor's benefit under the terms and thereby, the parties agree as follows:

1. **Obligations of Pyrotecnico of Florida.** Pyrotecnico of Florida shall sell, furnish and deliver to Sponsor certain fireworks which Pyrotecnico of Florida agrees to exhibit and display on (**July , 2010**) in accordance with the program set forth and agreed upon at the time of the signing of this Agreement, the specifics of which are set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein by reference thereto. (Fireworks Display).

2. **Payment Schedule.** For and in consideration of the Fireworks Display, Sponsor agrees to pay Pyrotecnico of Florida the sum of **\$ 25,300.00** payment shall be made as follows:

- a. 50% of the contract price upon the signing hereof.
- b. The balance of the contract price within ten days of completion of the Fireworks Display.

Sponsor agrees to pay interest at the rate of 1 ½ % per month on any delinquent balance until the debt is paid in full. Payment shall be made by certified check or otherwise as agreed to Pyrotecnico of Florida, LLC, P.O. Box 310, New Castle, Pennsylvania, 16103. Furthermore, in the event Sponsor fails to perform its obligation and responsibility as set forth herein and it becomes necessary for Pyrotecnico of Florida to enforce its rights by hiring an attorney, Sponsor shall be responsible for, in addition to any other sums for which it is found responsible, all attorneys fees and costs incurred by Pyrotecnico of Florida to collect said sums.

If Pyrotecnico does not perform or cancels show due to any reason other than those listed in clauses #6 & 7 of this contract, the City of Gulfport will receive all of their deposit back.

3. **Responsibilities of Sponsor.** Sponsor agrees to procure and furnish a place suitable to Pyrotecnico of Florida for the display and exhibition of fireworks, Shoot site will be at the **Williams Pier/Gulfport Casino Ballroom, 5500 Shore Boulevard - S, Gulfport, Florida 33707.**

Sponsor shall hire, secure and provide, at its own cost and expense, adequate private and/or public security, police and fire protection. Sponsor shall be solely responsible and obligated to construct and furnish all materials necessary to set up restraining lines and other barriers for keeping all persons (except those designated by Pyrotecnico of Florida) out of the Display Site and all fallout and danger areas and behind the safety zone lines. Sponsor shall provide adequate private and/or public security personnel and /or protection to preclude all individuals other than those authorized by Pyrotecnico of Florida from entering the security area designated by Pyrotecnico of Florida. No persons or personal or real property of any kind, including but not limited to motor vehicles shall be allowed within the Display Site, fallout area or safe zone. Sponsor shall ensure that all spectator viewing and parking, as well as any other personal or real property is not within the Display Site, fallout area or safe zone. Sponsor shall fulfill its responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA), as amended and as may be further required by Pyrotecnico of Florida.

4. **Contractor's Liability Insurance:** The contractor will purchase and maintain such insurance as will protect them from claims under workman's compensation laws, disability benefit laws or other similar worker's employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than his employee, including claims insured by usual personal injury liability coverage, and from claims for injury to or destruction of tangible property including losses resulting therefrom, any and all of which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by himself or by subcontractor or any one directly or indirectly employed by any of them or for whose act any of them may be legally liable. This insurance shall be written not less than any limits of liability specified in the contract documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the contractor will file with the City certificates of such insurance, acceptable to the City; each certificate shall contain a provision for cancellation.



Insurance Required:

- A. General. Before starting and until acceptance of the work by the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs 1 through 4 inclusive below. The contractor shall require each of the subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in paragraphs 1 through 4 inclusive below. It shall be the responsibility of the contractor to insure that all its subcontractors comply with all the insurance requirements contained herein relating to such subcontractors.
- B. Coverage. The amount and types of insurance shall conform to the following minimum requirements:
1. Worker's Compensation – Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a.) Employer's Liability with a limit of \$100,000 each accident.
 - b.) Notice of Cancellation and/or Restriction – The policy must be endorsed to provide the City with thirty (30) days notice of cancellation and /or restriction.
 2. Comprehensive General Liability – Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
 - a.) Minimum limits of \$300,000 occurrence and \$500,000 aggregate for bodily injury liability and minimum limits of \$300,000 per occurrence and \$500,000 aggregate for Property Damage Liability.
 - b.) Premises and / or Operations.
 - c.) Products and/or Completed Operations.
 - d.) Contractual Coverage applicable to this specific contract including any hold harmless and/or indemnification agreement.
 - e.) Additional Insurance – The City is to be specifically included as an additional insured.
 - f.) Notice of Cancellation and/or Restriction – This policy must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.
 3. Comprehensive Automobile Liability – Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a.) Minimum limit of \$300,000 per occurrence for bodily injury liability and minimum limit of \$500,000 per occurrence for property damage liability.
 - b.) Owned Vehicles.
 - c.) Hired and non-owned vehicles.
 - d.) Employee Non-Ownership.
 - e.) Notice of Cancellation and/or Restriction – The policy must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.
 4. Certificate of Insurance and Copies of Policies – Certificates of insurance in triplicate evidencing the insurance coverage specified in the previous paragraphs 1 through 3 inclusive and certified copies of the policy required by paragraph 4 shall be filed with the City before operations are begun. The required Certificates of Insurance shall name the types of policies provided refer specifically to this contract shall state that such insurance is required by such paragraphs of this contract shall reflect that the City is an Additional Insured and the Contractor's policies are primary to the City's insurance policies and that any reduction of the policy limits of any of said policies shall not be effective without first providing the City with 30 days written notice. The certificates shall provide that the City will be given prior written notice of at least 30 days of the cancellation of the respective policy.

If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance and required copies shall be furnished thirty (30) days prior to the date of their expiration.
 5. Cancellation – Should any of the above-described policies be cancelled before the stated expiration date thereof, insurer will not cancel same until at least 30 days prior to written notice (by certified mail) has been given to the below named certificate holder. This prior notice provision is a part of each of the above-described policies.
5. Postponement. In the event that weather is such that Pyrotecnico of Florida in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or



property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date.

In the event the mutually satisfactory postponement time and/or date is beyond the day following the scheduled Fireworks Display and it is impracticable for the personnel and equipment of Pyrotecnico of Florida to remain at Sponsor's location until the rescheduled Fireworks Display date, then Sponsor shall pay the actual expenses incurred by Pyrotecnico of Florida related to the postponement, which shall not exceed forty percent (40%) of the contract price. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of display, additional taxes or surcharges, or any other additional expenses that incurred prior to and/or as a result of the postponement or cancellation.

In the event a mutually satisfactory postponement date cannot be determined, this contract shall become null and void and neither party shall have any obligation or responsibility hereunder provided however, that in such event Sponsor shall pay to Pyrotecnico of Florida a sum equal to fifty (50%) of the contract price.

6. Cancellation. In the event Sponsor cancels this contract as provided below, liquidated damages for such cancellation shall be paid by Sponsor to Pyrotecnico of Florida as follows:

- a. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, twenty-five percent (25%) of the amount of the contract price.
- b. In the event the Fireworks Display is cancelled no more than thirty (30) days and no less than four (4) days before the contract, fifty percent (50%) of the contract price.
- c. If the Fireworks Display is cancelled no more than three (3) days but before the day scheduled for the Fireworks Display, seventy-five percent (75%) of the contract price.
- d. On the day scheduled for the Fireworks Display, one hundred percent (100%).

In the event that Sponsor chooses to terminate this contract it shall do so by written notice via registered mail addressed to Pyrotecnico of Florida, LLC, P.O. Box 310, New Castle, PA 16103. Notice shall be effective upon receipt of said written notice by Pyrotecnico of Florida. In the event of circumstances beyond the control of either party, such as fire, strikes, delay, flood, acts of God or similar causes, which prevent the delivery of materials or performances as, set forth herein, the parties hereto release one another from any and all obligations and responsibilities contained herein.

7. Governing Law. The parties agree that this contract shall be interpreted, construed, enforced and governed by the laws of the State of Florida. Each of the parties hereto agrees to submit themselves to the jurisdiction of the Circuit Court of Pinellas County, Florida, and/or the United States District Court for the Middle District of Florida.

8. Modifications and Revision. Except as provided herein, the terms of this agreement shall not be modified, amended or rescinded except by written agreement signed by authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the undersigned executed this agreement by and through their authorized agents whose names appear below.

ATTEST:

PYROTECNICO OF FLORIDA, LLC

_____ By: _____

Title: _____

ATTEST:

SPONSOR: City of Gulfport

_____ By: _____

Title: _____

Agenda Item No. 5-e
Resolution No. 2010-28



GULFPORT CITY COUNCIL AGENDA MEMORANDUM

FROM: James E. O'Reilly, City Manager

DATE: April 20, 2010

AGENDA ITEM: 5-e

RESOLUTION NO: 2010-28

SUBJECT: Authorization for the City Manager to re-new the five year lease for City owned property with the Gulfport Yacht Club (GYC).

RECOMMENDATION:

Authorize the city Manager to enter into a lease with the Gulfport Yacht Club; with terms and charges as provided for within the attached lease exhibit.

BACKGROUND:

The Gulfport yacht club presently occupies a parcel of land located within the City of Gulfport owned Marina tract. Their clubhouse constructed in 1961 and the adjacent 12 wet slips are located at 4638 Del Rio Way South, Gulfport. As of August 2010, the Gulfport Yacht Club's lease with the City of Gulfport is set to expire. The Gulfport Yacht Club has approached the City in regards to renewal of its lease and the continuation of a positive working relationship.

Previously, in August, 2005 the City of Gulfport and the Gulfport Yacht Club negotiated and entered into at that time a new restructured and more financially appropriate - five (5) year lease agreement. The 2005 agreement provided the City the opportunity maintain the presence of the Gulfport Yacht Club, increase the amount of revenue generated by the lease (an amount more reflective of a waterfront facility) and provide a length of lease in continuity with other leaseholders within the Marina tract.

The increase in revenue at that time was achieved by instituting an escalating rent increase over five (5) years from the previous lease's annual payment amount of \$12,500.00 annually to the present year's annual rent payment of \$22,500.00.

ANALYSIS:

The proposed lease presented to City Council for consideration continues to achieve the previously set goals, while maintaining the increased revenues to the City of Gulfport. Foremost

in discussion, City staff recognizes the value of the small scale Gulfport Yacht Club's presence at their existing location. The Gulfport Yacht Club in its present form serves as an excellent buffer between residential and Marina interests, with its small boat sailing activities with no power boats on site, this groups activities compliment the transition to the more intensive larger boats located in the City of Gulfport Municipal marina and the adjacent Boca Ciega Yacht Club. The club is proud of the fact that it has been on various sites within Gulfport since the 1950's.

FINANCIAL IMPACT:

As with any revenue generating aspect of City activities, it is staff's responsibility to recognize the importance of maintaining and increasing when at all possible the amount of funds realized from a City resource. Acknowledging the value of this waterfront parcel, the Gulfport Yacht Club was very realistic in negotiations with the City, understanding the costs related to maintaining their present arrangement. The terms and conditions of the lease allows the Gulfport Yacht Club to recognize that the City of Gulfport is committed to their continued existence and provides for them to be comfortable with continuing to improve and invest in the facility; and continues to provide the City with a valuable revenue stream.

The lease will pay the City of Gulfport \$22,500.00 annually for a period of five (5) years; all facility insurances, costs and expenses will be the responsibility of the Gulfport Yacht Club.

MOTION:

Move to approve/deny Resolution No. 2010-28 authorizing the City Manager to enter into a Five (5) Year Lease Agreement with the Gulfport Yacht Club.

RESOLUTION 2010-28

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE YEAR LEASE AGREEMENT WITH THE GULFPORT YACHT CLUB; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Gulfport desires to renew the lease with the Gulfport Yacht Club for City owned property at 4638 Del Rio Way South for a period of five years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council of the City of Gulfport hereby authorizes the City Manager to enter into a Five Year Lease Agreement with the Gulfport Yacht Club for City owned property at 4638 Del Rio Way South.

Section 2. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2010, by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk

LEASE
BETWEEN THE CITY OF GULFPORT, FLORIDA
AND
GULFPORT YACHT CLUB, INC

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2010 by and between the CITY OF GULFPORT, FLORIDA, a municipal corporation (hereinafter called "LESSOR") and GULFPORT YACHT CLUB, INC., a Florida not-for-profit corporation (hereinafter called "Lessee"), and the parties hereto agree to the following terms and conditions, superseding any prior lease agreement between them, concerning the property described herein:

1. PROPERTY DESCRIPTION

The lessor does by these presents, lease and let to the lessee the following described property, the same being situated and located in the City of Gulfport, County of Pinellas, State of Florida:

A parcel of land lying in the Southeast $\frac{1}{4}$ of section 33, Township 31 South, Range 16 East, located in the City of Gulfport, Pinellas County, Florida and being more particularly describes as follows:

Commence at the Northeast Corner of the Southeast $\frac{1}{4}$ of said Section 33; thence S 00 01'05"W, 679.16 feet; thence N 80 42'24" W, 517.28 feet to the point of beginning; thence S 00 04' 05"E, 301.11 feet to a point on the Pinellas county Bulkhead line; thence N 49 43' 48" W along said line, 196.39 feet: thence N 00 04' 05"E, along the Westerly boundary of the City of Gulfport Marina property 211.38 feet; thence S 89 53' 56" W, 150 feet; thence S 00 04' 05" W, 71 .54 feet to the Point of Beginning.

4. USE, ASSIGNMENT, SUB-LETTING

Lessee shall use the subject premises only for the conduct of its not-for-profit business of providing boats for use of its members and related activities. Lessee may make no other use of the premises without the written consent of the Lessor. Lessee shall not assign its rights or responsibilities under this lease, not sublet the subject property, without the written consent of the Lessor. Lessee shall not use the subject premises so as to constitute nuisance.

5. IMPROVEMENTS

Lessee shall make no improvements or alterations to the subject property, including but not limited to the Club house, seawall, boat docks, without the written consent of Lessor. Any and all improvements must be made in accordance with all applicable laws and ordinances, including those related to site plan review and building permits. Lessee shall pay the costs for site plan review, license or permit fees, as applicable. Upon the expiration of the lease term or termination of this lease, Lessor shall be entitled to ownership and possession of the premises, together with any improvements or additions thereto, whether pre-existing this lease or added during the term hereof, and Lessee shall not be entitled to any compensation therefore. Lessee shall not allow any contractor's lien to be placed against the premises, and Lessor's issuance of building permits or approval of plans shall not constitute an acceptance of any contractor or laborer regarding such improvements.

6. MAINTENANCE, CONDITIONS OF PREMISES

Lessee accepts the leased premises as is, and is satisfied with the condition of the premises. Lessee shall maintain the premises, including the building and all equipment or fixtures, in a good state of repair, at its expense. Lessee shall ensure that the premises, and Lessee's use

thereof, is at all times in compliance with all applicable laws, ordinances, rules and regulations, including building, health and fire codes and environmental regulations. Lessee shall keep the basin clean, shall not allow the operation thereof to become a nuisance and shall observe all sanitation and other laws, ordinances, rules or regulation of the State of Florida, the United States and the City of Gulfport, concerning the operation and use of the subject property.

7. QUIET ENJOYMENT

Lessor makes no covenant of quiet enjoyment for the subject property, and Lessor shall be under no obligation to Lessee to institute or defend any proceedings regarding Lessee's right to possession or quiet enjoyment of the leased premises. Lessor shall not be responsible for rebuilding or repairing the leased premises in the event of partial or total destruction thereof, from any cause. Lessee shall provide access to the leased premises to Lessor at any time.

8. INSURANCE

Lessee shall maintain liability insurance on the premises with limits of not less than ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000) per person and THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,00) per occurrence, with a deductible no greater than One THOUSAND and 00/100 DOLLARS (\$1,000). Such insurance shall include coverage for consumption or possession of alcoholic beverages on subject, consistent with Lessee's use thereof. Lessee shall maintain fire and flood insurance on the leased premises in an amount not less than EIGHTY PERCENT (80%) of replacement costs for each such insurance. On each of the aforesaid insurance policies, Lessor shall be designated as an additional insured and loss-payee, as applicable and lessee shall provide Lessor with proof in

insurance satisfactory to Lessor. No insurance policy shall be cancelable without the written consent of Lessor.

9. ALCOHOLIC BEVERAGES, CONCESSIONS

Lessee shall be allowed limited use of alcoholic beverages on the leased premises; provided however, Lessee shall not allow the sale, distribution or possession of alcoholic beverages of any type on the leased premises, to or by anyone other than members of Lessee's organization and their guests. Lessee shall obtain all required licenses for Lessee's use of the subject premises, including the sale or distribution of alcoholic beverages, as required by law. Lessee shall not sell or distribute any goods or merchandise in competition with items sold by Lessor at the City Marina, except food and drink items sold from vending machines, only.

10. HARBOR BASIN, CHANNEL

Lessee shall cooperate with the Lessor in its maintenance of the harbor basin, the channel and the channel marking. This cooperation may extend to, but not limited to, allowing access to the facilities for heavy equipment at the leased premises, allowing depth sounding of the harbor and channel, and the temporary relocation of boats and property to allow work to proceed.

11. TERMINATION

If Lessee loses its status as a Florida not-for-profit corporation, Lessor may terminate this lease without notice. If Lessee defaults in the performance of the terms of this agreement, Lessor may terminate this lease and immediately re-enter the premises without notice. This lease shall be terminated if Lessee abandons or vacates the subject premises. Notwithstanding the termination of this lease for any reason, Lessor shall have the right to maintain an action against Lessee for

possession and/or damages, including unpaid rent, following Lessee's default in the performance of the terms of this lease.

12. INDEMNIFICATION

Lessee shall indemnify and hold Lessor harmless from all claims, including the costs, attorneys' fees and expenses of defending against such claims, arising or alleged to arise from act, omission or use of the premises by Lessee or Lessee's agents, employees or contractors, or arising from any injury to the person or property of anyone on the leased premises during the term of this lease.

13. RANDON GAS

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

14. NOTICES

Any notices provided hereunder shall be mailed by certified U.S. mail, return receipt requested, and shall be effective upon deposit into the mail. Notices to Lessor shall be delivered to City Manager, City of Gulfport, 2401 53rd Street South, Gulfport, Florida 33787, and notices to Lessee shall be delivered to Gulfport Yacht Club, Inc. 4638 Del Rio Way South, Gulfport, Florida 33771.

15. ATTORNEYS' FEES

In any action brought to enforce the terms of this lease or to recover possession of the leased premises, the prevailing party shall be entitled to recover reasonable attorneys' fees, both at the trial and all appellate levels.

16. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and all prior representations are merged herein and not binding upon the parties. This agreement may only be modified in writing.

17. MISCELLANEOUS

The headings used herein are for convenience only and shall not be considered in interpreting this agreement. Lessor's failure to act upon any default shall not constitute a waiver of Lessor's right to act upon that default or any other default hereunder. If any portion of this lease is declared to be invalid, the remaining portion thereof shall remain full force and effect.

18. WET SLIP MEMBERS

Lessee maintains all rights to GYC members of 12 adjacent wet slips. Wet Slip occupants must abide by all rules and bi-laws set aside by the Gulfport Yacht club, including all fees associated with membership of the Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee affix their hands and seals, by and through their respective duly authorized agents, on the day, month, and year first above written.

APPROVED AS TO FORM:

City Attorney – City of Gulfport

ATTEST:

Lesley Demuth, City Clerk

CITY OF GULFPORT
A Municipal Corporation

BY: _____
James E. O'Reilly, City Manager

WITNESSES:

As to Gulfport yacht Club, Inc.

GULFPORT YACHT CLUB, Inc.

BY: _____

Title

Agenda Item No. 6
Old Business

Agenda Item No. 7
New Business

Agenda Item No. 8
Council Reports

Agenda Item No. 9
Adjournment