

**City Council Meeting
Agenda Packet
Tuesday, June 7, 2011
7:00 pm**



City of Gulfport Florida
Regular City Council Meeting Agenda
Tuesday, June 7, 2011

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

7:00 p.m.

Call to Order

Invocation given by Vice Mayor Hastings

Pledge of Allegiance

Roll Call:

Presentation: Spirit of Gulfport Award – Steve Karbowski
Governor’s Hurricane Conference Certificates - CERT Members

1. Public Session.

2. City Manager Report.

3. City Attorney Report.

4. City Clerk Report.

5. Consent:

Consider approval of the Council Meeting Minutes of April 19, 2011.

6. Ordinance:

2011-09, First Reading: An ordinance granting to Florida Power Corporation d/b/a Progress Energy Florida, Inc. a non-exclusive electric utility right of way utilization franchise; prescribing the terms and conditions related to the occupancy of municipal streets and rights-of-way in the City of Gulfport, Florida, for the purpose of providing electric service; providing for severability of provisions; and providing an effective date.

7. Resolutions:

a. 2011-23, A resolution of the City of Gulfport, Florida, authorizing the city manager to renew the city’s insurance coverage with Public Risk Management of Florida; and providing for an effective date.

b. 2011-24, A resolution of the City of Gulfport, Florida, authorizing the city manager to renew the sewer system repair contract with J.T.V., Inc., for an additional period of two year; and providing for an effective date.

c. 2011-25, A resolution of the City of Gulfport, Florida, authorizing the city manager to renew the storm sewer system televising, cleaning and repair contract with J.T.V., Inc., for an additional period of two years; and providing for an effective date.

8. Old Business.

9. New Business.

10. Council Reports.

11. 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: June 3, 2011.

Presentations

**Agenda Item No. 1
Public Session**

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

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

**Agenda Item No. 4
City Clerk Report**

Consent
Agenda Item No. 5
Minutes

City of Gulfport Florida
Regular City Council Meeting Agenda
Tuesday, April 19, 2011

The Regular Meeting of the Gulfport City Council was held on Tuesday, April 19, 2011, in the City Hall, City Council Chambers, 2401 53rd Street South, Gulfport, Florida.

Michael J. Yakes, Mayor, called the meeting to order at 7:00 p.m. The invocation was given by Councilmember Jennifer Salmon, followed by the Pledge of Allegiance.

Roll Call:

Present were Councilmembers Barbara Banno, Jennifer Salmon and Samuel Henderson; Vice Mayor David Hastings; Mayor Michael Yakes, City Manager James O'Reilly; Attorney Caitlin Sirico representing City Attorney Andrew Salzman, and City Clerk Lesley DeMuth.

Presentation:

Denis Frain, Harbormaster, provided an overview of the city's Mooring Field Project. It was the consensus of Council to place this item on for discussion at the council workshop of May 26.

Mayor Yakes reviewed the City Council's policy on meeting procedures and public comment.

1. Public Session.

Jean Proach, Boca Ciega Yacht Club, invited Council to the yacht club's fun day.

Lee Stapella, 3025 York Street S., suggested Council take a bus trip to Vero Beach, in the Sunshine, to view their mooring field.

Bill Esielionis, 5314 31st Avenue S., spoke on the mooring field and derelict boats.

Al Davis, 4790 45th Street S., agreed with the suggestion of touring the Vero Beach mooring field, and felt a mooring field of 25 was too small.

The following individuals spoke on the fire alarm situation at Town Shores: Ruth Watson, Barclay Building; Rick Gilbert, 3114 59th Street S.; an unidentified person from the Dover Building; Greg Fata, Association Manager for the Town Shores Master Association; Don Macaulay, Dover Building; Richard Neice, Groton Building; an unidentified person; Rick Spilsbury, Town Shores; Bob Worthington, 5725 13th Avenue S.; John Koslowski, 5840 30th Avenue S.; Dorothy Malmstedt, Avalon Building; Maggie Martin, Dover Building.

City Manager O'Reilly spoke on the city's responsibility to enforce Chapter 633 of the Fire Life Safety Code, and his attendance at the Town Shores Master Association Meeting. He reiterated what he spoke of at that meeting; that if a building chooses not to participate with Mr. Fata the city would work with that building to set up a specific plan. Mr. O'Reilly stated he was sorry he could not work at this on an individual apartment level; it has to be done by building or through the Masters Association.

Attorney Sirico said it is important to stress that the city has an important role in enforcing not only the fire building codes and the fire prevention codes, but the national fire codes and the enforcement at the minimum standards required by law. Attorney Sirico addressed the method for an appeal process under the Florida Statutes for building owners who are in disagreement with a local official's decision making.

In response to questions by Councilmember Salmon, City Manager O'Reilly explained the three story buildings in Town Shores have more than eleven units, and the seven year phase-in plan and process has been ongoing. He advised Council he cannot go on record that there is not a deadline, there has to be a point that they come into compliance. Chief Marenkovic explained that "hard wire" is the Code and alarm companies are the only ones who are allowed to install the alarm safety protection systems into the home. Attorney Sirico read Section 14, relating to an exemption for condominiums one or two stories in height and advised she could provide a memo to the Council regarding the ramifications of this provision.

Mayor Yakes stated he felt what everyone was hearing is the willingness to cooperate.

Councilmember Banno felt communication was the key and it was evident there has been some gaps in communication. She hoped that once this was completed, they could look at why there were so many gaps. Councilmember Banno spoke on her concern of the May 18, deadline and asked that this be looked into.

Vice Mayor Hastings spoke on the Town Shores Masters Association Meeting he attended and his discussions with Mr. Ernie Hand to get a confirmation on the City of Gulfport's responsibility to enforce the state passed legislated and mandated fire safety codes that are in place. He spoke on the appeal process to the state fire marshal, the other high-rise buildings in Gulfport that have complied, and the need for the residents to deal with the Masters Association to get this resolved.

Councilmember Henderson said what he would like to see followed-up on is the appeal process with the State Fire Marshall. He thought this could be something the owners may want to consider doing collectively, and it may provide them with additional time.

City Manager O'Reilly stated once the Masters Association is through their contract process, he will ask for the names of the parties who have elected not to participate with them.

After calling a five minutes recess, Mayor Yakes called the meeting back to order.

2. **City Manager Report.** No Report

3. **City Attorney Report.** No Report

4. **City Clerk Report.** No Report

5. **Consent:**

a. **Consider approval of the Council Meeting Minutes of March 24, 2011 and April 5, 2011.**

- b. Resolution 2011-13: 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.
- c. Resolution 2011-14: 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.
- d. Resolution 2011-15: A resolution of the City of Gulfport, Florida, appointing members to serve on the Historic Preservation Committee; providing for terms of appointment and providing for an effective date.

City Clerk DeMuth read the consent agenda.

Motion by Councilmember Salmon, second by Councilmember Henderson to approve the consent agenda.

UNANIMOUSLY APPROVED BY ACCLAMATION

6. Ordinance:

2011-06, Second Reading and Public Hearing: an ordinance of the City of Gulfport, Florida, amending Chapter 22, Zoning, Article XXIII, Development Agreements, Section 22-23.03 Public Hearings Requirements; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date.

City Clerk read Ordinance 2011-06 by title only.

City Manager O'Reilly explained the Ordinance.

Mayor Yakes opened the Public Hearing.

Lee Stapella, 3025 York Street S., questioned the City Attorney's position on the appeal process for a quasi judicial proceeding. Attorney Sirico advised Council she would address this concern with City Attorney Salzman.

Neither hearing nor seeing anyone else who wished to speak, Mayor Yakes closed the Public Hearing.

Motion by Councilmember Salmon, second by Councilmember Banno to adopt Ordinance No. 2011-06.

Vice Mayor Hastings requested the word "property" be amended to "property(ies)". He felt this change will make it clear that every property where there is an action being taken, will be identified with a sign.

Councilmember Salmon moved and Councilmember Banno seconded the motion to amend their motion to adopt Ordinance No. 2011-06 by change the word "property" to "property(ies)".

ROLL CALL: COUNCILMEMBER SALMON YES

COUNCILMEMBER BANNO	YES
VICE MAYOR HASTINGS	YES
COUNCILMEMBER HENDERSON	YES
MAYOR YAKES	YES

MOTION CARRIED.

7. Resolution:

2011-16, 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.

City Clerk DeMuth read Resolution No. 2011-16 by title only.

City Manager O'Reilly explained the resolution.

Mayor Yakes opened the public discussion. Neither hearing nor seeing anyone who wished to speak, Mayor Yakes closed the public discussion.

Motion by Councilmember Henderson, second by Councilmember Banno to approve Resolution No. 2011-16.

Councilmember Salmon suggested rather than this coming up every year, that Council consider reconfiguring the current ordinance on garage sales. She said she would like to vote this resolution down and immediately bring back an amendment to the ordinance that will allow a total of six garage sales having the opportunity of being three days. Councilmember Salmon stated she would also like a better system where the garage sale permits can be requested online with the possibility of mapping.

Councilmember Banno said she was not opposed to bringing this back as a new ordinance.

Vice Mayor Hastings said last year he was opposed to the number of yard sales residents could have and he was in favor of bringing back an ordinance with a lesser number of sales.

In response to a question by Councilmember Henderson, City Manager O'Reilly stated the only complaints he had were concerning the frequency of the traffic being obstructed on 58th Street. Police Chief Robert Vincent stated parking has been the number one issue with yard sales.

Councilmember Salmon suggested extending the current Saturday sale three months while Council resolves this issue.

Councilmember Henderson moved and Councilmember Banno seconded the motion to amend their motion to approve Resolution No. 2011-16 by extending the Saturday garage sales for 90 days.

ROLL CALL:	COUNCILMEMBER SALMON	YES
	COUNCILMEMBER BANNO	YES
	VICE MAYOR HASTINGS	YES
	COUNCILMEMBER HENDERSON	YES

MAYOR YAKES

YES

MOTION CARRIED.

8. Discussion of Golf Carts.

City Manager O'Reilly advised that Councilmember Salmon brought forth a request to the City Attorney on the city liability regarding golf carts. He said if council would like staff to move forward with bringing forth an ordinance for their consideration to allow for this, there are restrictions placed by Pinellas County which need to be addressed. Councilmember Salmon said she thought the issue that needs to be resolved is the crossing of county roads and felt this was worth having a discussion about. City Manager O'Reilly stated if it is the council's direction to bring the ordinance forward, he does have some concerns about certain roadways the golf carts would be allowed on within the city. In response to a question by Vice Mayor Hastings, Attorney Sirico explained the Sovereign Immunity Rule. There was a consensus to bring this item to a workshop for discussion; Councilmember Henderson and Vice Mayor Hastings stated their objection.

9. Old Business.

Councilmember Salmon requested workshop presentation materials be included in the agenda backup so the public can better address the issues when they come forward to speak.

Vice Mayor Hastings provided a reminder of the free oral cancer screening.

Mayor Yakes spoke on the Gulfport Yacht Club Regatta.

10. New Business.

Councilmember Salmon advised council she attended the ribbon cutting at the Chamber of Commerce's new location and asked if a directional sign could be added on Gulfport Boulevard to the Chamber. She spoke on an opportunity for a litter survey by Keep Pinellas Beautiful and asked if she could move forward to organize this; there was no objection from Council. Councilmember Salmon suggested the city send a letter to our state representatives requesting that cities be allowed to their keep own fertilizer policies; there was no objection from council to having the mayor send a letter. Councilmember Salmon spoke on the Florida League of Cities - Culture Builds Florida Communities Workshop and there was no objection from Council to her representing the city and asking people to participate from the community. Councilmember Banno encouraged Councilmember Salmon to reach-out to the Chamber of Commerce and the Merchants Association members.

11. Council Reports.

Councilmember Salmon reported on Springfest, and that there will be a candlelight vigil in Treasure Island for the one year anniversary of the oil spill.

Councilmember Banno announced her upcoming Town Hall meeting.

Vice Mayor Hastings reported on his attendance at the Tampa Bay Regional Planning Council Meeting, a meeting he had with Fire Marshall Ernie Hand, his attendance at the Town Shores

Masters Association Meeting, complaints he has received on the condition of 28th Avenue, and road repairs needed at 59th Street and 27th Avenue.

Councilmember Henderson reported Gulfport Little League has stickers for sale, and he will be participating in the Agency on Bay Management Meetings.

Mayor Yakes said in an effort to improve their alleys, there are residents who are offering to buy shell if the city will spread it. City Manager O'Reilly advised he would look into this with the public works director. Mayor Yakes spoke on the Garden Club's interest in working with residents.

12. Adjournment.

Motion by Councilmember Henderson, second by Councilmember Hastings to adjourn.

Date Approved: _____

Michael J. Yakes, Mayor

Lesley DeMuth, City Clerk

Agenda Item No. 6
Ordinance No. 2011-09



GULFPORT CITY COUNCIL AGENDA MEMORANDUM

FROM: James E. O'Reilly, City Manager

DATE: June 7, 2011

AGENDA ITEM: 6

ORDINANCE: 2011-09

SUBJECT: Granting of a non-exclusive electric utility right of way utilization franchise agreement to Florida Power Corporation d/b/a Progress Energy Florida, Inc.

RECOMMENDATION: Staff recommends that City Council adopt an ordinance on first (1st) reading; an ordinance approving a non-exclusive electric franchise to Progress Energy for the use of public rights-of-way and City lands for the construction, maintenance and operations to provide for a electric generation, transmission, service and distribution system.

BACKGROUND:

On July 3, 2001 the City of Gulfport City Council approved Ordinance No. 2001 – 04, granting a non-exclusive ten (10) year franchise agreement to Florida Power Corporation.

With the anticipated expiration of the existing franchise agreement, as provided for within the previous agreement Florida Power Corporation d/b/a Progress Energy Florida, Inc. notified the City of Gulfport of its intent to solicit a new agreement.

The previous franchise agreement and the one presented for consideration within the ordinance provide for the City to grant a non-exclusive electric franchise to Progress Energy for the use of public rights-of-way and City lands for the construction, maintenance and operations to provide for a electric generation, transmission, service and distribution system.

As previously provided for and included in the proposed franchise agreement is the requirement that Progress Energy pay the City a franchise fee - a monthly a sum equivalent to six percent (6%) of the Company's base revenues within the franchise area. The City received \$843,095 from the existing agreement in FY 2010, based upon six percent (6%).

The franchise agreement granted to Progress Energy is a non-exclusive agreement and other firms may request permission to provide such services in the City. However, no other company has requested permission to provide these services.

ANALYSIS:

The City of Gulfport's franchise agreement with Progress Energy expires next month. The proposed agreement is for ten (10) years and is similar in most provisions to the current agreement. In addition, the agreement is consistent with those recently entered into with other like jurisdictions, including a "favored nations" clause which states that should additional financial incentives be provided to other municipalities the agreement is subject to modification.

Specifically, the franchise negotiations are complete with the following terms agreed upon by both parties.

- 1) Length of Franchise renewal – ten (10) years or until July 2021.
- 2) Favored Nation Clause – included in franchise along with parity clause. The Favored Nation Clause provides the City of Gulfport the option of more favorable fees if included within surrounding cities. The parity clause entitles Progress Energy to a reduction in franchise compensation, if another electric provider is provided a reduced fee by the City.
- 3) Fees remain at six percent (6%) of base revenues within the franchise area. Six percent (6%) of the firm's base revenues is the standard percentage collected for electric systems in franchise agreements with like jurisdictions.
- 3) Agreed upon indemnification language.

FINANCIAL IMPACT:

The City identifies eight hundred and forty three thousand ninety five dollars (\$843,095) in revenues from the Progress Energy franchise fee within the City's budget. It is anticipated this amount will remain constant.

MOTION:

Move to approve/deny Ordinance No. 2011-09 on first (1st) reading approving an ordinance granting a non-exclusive electric franchise to Progress Energy for the use of public rights-of-way and City lands for the construction, maintenance and operations to provide for a electric generation, transmission, service and distribution system, providing for a six percent (6%) franchise fee.

ORDINANCE # 2011-09

AN ORDINANCE GRANTING TO FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC. A NON-EXCLUSIVE ELECTRIC UTILITY RIGHT OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS-OF-WAY IN THE CITY OF GULFPORT, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

SECTION 1. Findings.

The City deems it necessary, desirable and in the interest of its citizens to establish by ordinance a right-of-way utilization franchise (sometimes referred to herein as the "Franchise") granting the Company permission to occupy the Rights-of-Way in the City of Gulfport, Florida, for the purpose of providing electric services.

SECTION 2. Short Title.

This ordinance shall be known and may be cited as the "Progress Energy Florida Right of Way Utilization Franchise."

SECTION 3. Definitions.

For the purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely permissive.

- (A) "Adversely Affected"- For the Company, a loss of one percent (1%) of Base Revenues within the corporate city limits due to Retail Wheeling. For the City, a loss of one percent (1%) of franchise fees due to Retail Wheeling.
- (B) "Base Revenues" means all Company's revenues from the retail sale of electricity, net of customer credits, to residential, commercial, and industrial customers and City sponsored street lighting all within the corporate limits of the City.
- (C) "Company" or "Grantee" – Florida Power Corp. d/b/a Progress Energy Florida Inc., its successors and assigns.
- (D) "City" or "Grantor" – The City of Gulfport, Florida.

- (E) "Electric Energy Provider" means every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including City herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing Company's distribution or other facilities. Without limitation of the foregoing, "Electric Energy Provider" shall also include every Electric Utility, electric power marketer, or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.
- (F) "Electric Utility" shall have the meaning set out in Section 366.02(2), *Florida Statutes* (2010), and shall also include every electric "Public Utility" as defined Section 366.02(1), *Florida Statutes* (2010). "Electric Utility" shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or Country.
- (G) "Electric Utility System" means an electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power, and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.
- (H) "Franchise Area" means that area for which Company provides electric utility service within the corporate City limits of the City.
- (I) "Facilities" has the meaning as set forth in Section 4.
- (J) "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.
- (K) "Public Service Commission" means the Florida Public Services Commission.
- (L) "Rights-of-Way" - All of the public streets, alleys, highways, waterways, bridges, sidewalks and parks, and any other public ways or places owned by the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.
- (M) "Retail Wheeling"- A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

SECTION 4. Grant of Authority.

(A) This grant of authority is limited to the provision by Company to place its Facilities within the Rights-of-Way for its electric utility services. Accordingly, the City hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, including but not limited to conduits, cables, poles, wires, supports and such other structures or appurtenances as may be reasonably necessary for the construction, maintenance and operation of an electric generation, transmission and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service (collectively the "Facilities"), provided that all portions of the same shall conform to accepted industry standards, including but not limited to the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside "Rights-of-Ways" as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the non-exclusive, but unrestricted right to place its Facilities within the Rights-of-Ways, the City expressly acknowledges and agrees that Company shall not be required to pull or pay for permits to perform any work maintenance activities on or related to its Facilities within the Rights-of-Ways.

(B) Annexation or Contraction. City and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If City approves any Franchise Area expansion or reduction by annexation or contraction, City will provide written notice to Company's Annexation Coordinator, at the address provided below, within sixty (60) days of such approval and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, City shall provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, and zip codes associated with each street name. All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows with the address subject to change:

Progress Energy
Annexation Coordinator
P. O. Box 33199
St. Petersburg, FL 33733-8199
Or by email to: AnnexationRequests@pgnmail.com

Company must revise its payments due to any expansion or reduction by annexation within a reasonable time after Company has received such notice and updated list from City, but no later than sixty (60) days after receipt of notice and the list. City understands and affirmatively acknowledges that the Company will exclusively rely upon the City to provide timely and accurate information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the City that are impacted by such annexations or contractions. Further, City acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

(C) Non-Exclusive Use. The Company's right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive as to entities not engaged in the provision of electric energy and service, and the City reserves the right to grant to others the right to utilize the Rights-of-Way, to any person at any time during the period of this Franchise so long as such grant does not create an unsafe condition or unreasonably conflict with the rights granted to Company herein.

SECTION 5. Notice of Acceptance and Term of Franchise.

This ordinance shall become effective upon being legally passed and adopted ("Effective Date") by the City Council; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the City Council and shall signify its acceptance in writing within thirty (30) days after the City Council's approval of this ordinance by filing its written acceptance with the City Clerk. If Grantee fails to accept this franchise within thirty (30) days of its date of passage, then this Ordinance shall be null and void, and of no force and effect of any kind. The term of the Franchise granted herein shall be for a period of ten (10) years commencing on the Effective Date.

SECTION 6. Payment to City.

(A) Effective the first day of the second month beginning after the Effective Date of this ordinance, City shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company's Base Revenues (the "Franchise Fee") for the preceding month, which amount shall be the total compensation due City for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder or to do business within the Franchise Area. Any franchise amounts that will be paid to the City will be collected by the Company from Company's customers in the Franchise Area and passed through to the City in the manner described herein. The City expressly acknowledges that no additional or other amounts shall be due or remitted by Company for the exercise of its rights granted hereunder.

Payment shall be made to City for each month no later than the twentieth (20th) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date without good cause shall be subject to interest calculated for each month of the underpayment period using the average monthly interest rate based on 30 day commercial paper.

(B) Only disputed amounts shall be allowed to be withheld by Company, and any such amounts shall not accrue any interest during the pendency of any such dispute.

(C) The City acknowledges that all classifications and categories of customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

SECTION 7. Favored Nations.

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise to increase the franchise fee payable under this ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly franchisee fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.

(B) It is the intent and agreement of Grantor and Grantee that Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights-of-Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with Grantee without utilizing Grantor's Rights-of-Way.

(C) If Grantor imposes a lesser fee, or no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor's municipal boundaries, whether utilizing Grantor's Rights-of-Way or not utilizing Grantor's Rights-of-Way, Grantee's fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero, if no fee is charged such other Electric Utility or Electric Energy Provider). In all events, City shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company under this ordinance, it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of City shall be given a competitive advantage over Company.

SECTION 8. Grantor Rights.

The right is hereby reserved to the City to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, and shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company, or conflict with or otherwise interfere with the benefits conferred on the Company hereunder. In the

event of a conflict between this Franchise Agreement and any other ordinance or regulation adopted by the City relating to Company's rights to perform work in and/or occupancy of the Rights-of-Way as permitted hereunder, the rights under this Franchise Agreement shall govern and control.

SECTION 9. Work In Rights-Of-Way.

The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights-of-Way of the City related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the right and privileges necessary or convenient for the full use including the right to trim, cut and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the City an electric system consisting of its Facilities for carrying on the Company's business; provided that, in accomplishing these purposes, the streets of said City shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the City for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder.

SECTION 10. Indemnification.

(A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify City and hold it harmless against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs that City may incur to the extent arising out of or resulting from the negligence, default, or misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. In no event shall Company be liable to City for any consequential, incidental, punitive, exemplary, multiple, or indirect damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise.

(B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring City and Company with regard to all damages set forth in Section 8(A) in the minimum amounts of:

- (i) \$1,000,000 for bodily injury or death to a person;
\$3,000,000 for bodily injury or death resulting from any one accident.
- (ii) \$50,000 for property damage resulting from any one accident.
- (iii) \$1,000,000 for all other types of liability.

(C) City acknowledges that Company provides its own liability insurance (self-insured).

(D) Nothing in this Agreement waives or alters or is intended to waive or alter any of the rights, privileges, or immunities afforded to the City under Florida Statute 768.28 or the common law, all such rights, privileges, and immunities being expressly retained.

SECTION 11. Records and Reports.

(A) Company Rules and Regulations. The following records and reports shall be available to City upon City's reasonable request: copies of rules, regulations, terms and conditions adopted by Company that relate to Company's use of City's Rights-of-Way.

(B) Accounting. Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company.

(C) Reports. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based. The acceptance of any statement or payment shall not prevent the City from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6(B).

(D) Availability of Records and Reports. Company shall supply information that City or its representatives may from time to time reasonably request relative to the calculation of franchise fees. Such records shall, on written request of City, be open for examination and audit by City and City's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of three (3) years.

(E) Audit. City may require, upon prior written notice and during Company's normal business hours, an audit of Company's books related to this Agreement not more than once every five (5) years and then only for the preceding three years. Company will reimburse City's audit costs if the audit identifies errors in Company's franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of franchise fees has occurred due to the Company's error, interest will be calculated for each month of the underpayment period using the average monthly interest rate based on 30 day commercial paper.

Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit.

(F) Customer Report. In addition to City's obligations in Section 4(B), within 90 days of the Effective Date of this Agreement, City shall provide to Company a report in a format acceptable to Company setting forth a listing of all addresses within the corporate limits of the City and annually thereafter a report identifying any changes to the address listing provided the previous year.

SECTION 12. Retail Wheeling.

In the event the appropriate governmental authorities authorize Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee payments between The Company and The City. If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an action in the Circuit Court in Pinellas County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail Wheeling.

SECTION 13. Severability.

Should any section or provision of this Franchise ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, City and Company shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

SECTION 14. Governing Law and Venue.

(A) This Franchise ordinance shall be construed and interpreted according to the laws of the State of Florida.

(B) In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Pinellas County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

SECTION 15. Merger.

This Franchise agreement is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

SECTION 16. Notices.

Except in exigent circumstances, all notices by either City or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested or by recognized commercial delivery, e.g. FedEx, UPS or DHL or facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City and Company observed holidays excepted. All notices shall be addressed as follows:

To City:

City Clerk
2401 53rd Street South
Gulfport, FL 33707
Phone: (727) 893-1000
Facsimile No.: (727) 893-1005

To Company:

External Relations Department
Progress Energy Services Company, LLC
P.O. Box 14042
St. Petersburg, FL 33733-4042
Facsimile No.: (727) 820-5715

City Manager
City of Gulfport
2401 53rd Street South
Gulfport, FL 33707
Phone: (727) 893-1000
Facsimile No.: (727) 893-1005

SECTION 17. Non-Waiver Provision.

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 18. Repealer And Superseding Provision.

This ordinance shall supersede, as to the rights, privileges and obligations between City and Company, all ordinances and parts of ordinances in conflict with the terms of this ordinance. Ordinance Documentary No. 2001-04 and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this ordinance, and none of the provisions of such repealed Ordinance Documentary No. 2001-04 and any amendments thereto shall have any further force and effect.

SECTION 19. Dispute Resolution.

The parties to this Franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies, they will meet in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

SECTION 20. Effective Date.

This Franchise shall take effective immediately upon adoption by the City and approval and acceptance by Grantee as provided in Section 5 above.

Michael J. Yakes, Mayor

FIRST READING : June 7, 2011

PUBLISHED : _____

SECOND READING/
PUBLIC HEARING : _____

I, Lesley DeMuth, City Clerk of the City of Gulfport, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of law and the City Charter this _____ day of _____, 2011.

Lesley DeMuth, City Clerk

Approved as to form and legality for the use and reliance of the City of Gulfport, only.

Andrew Salzman, City Attorney

Agenda Item No. 7-a
Resolution No. 2011-23



GULFPORT CITY COUNCIL AGENDA MEMORANDUM

FROM: Mercedes Perez, Human Resources Officer

DATE: June 7, 2011

AGENDA ITEM: 7-a

RESOLUTION NO: 2011-23

SUBJECT: Renewal of Insurance Coverage – Property, Workers’ Compensation, General Liability, Automotive Liability, and Public Official Liability

RECOMMENDATION: Approve renewal of general insurance coverage with Public Risk Management of Florida (PRM).

BACKGROUND:

The City has belonged to the PRM insurance pool since 1991. As a result, the City has received favorable rates on all lines of insurance for the past twenty years. This year, the City was able to secure the same rate as last year for all current lines of coverage.

ANALYSIS:

As a direct result of City efforts in maintaining an effective Safety Program, the City was once again issued a credit which assisted in reducing total premium costs. Furthermore, the City of Gulfport maintains a Drug Free Work Place policy, which qualified the City for an additional “Drug-Free” designation credit.

The City continues to make every effort to reduce the number of future claims and improve overall employee safety. This includes the establishment of a Safety Committee, Accident Policy, Drug Free Workforce Program and continual safety training designed for individual departments.

FINANCIAL IMPACT:

The insurance renewal quote from PRM includes all of the insurance lines of coverage which the City currently carries. This encompasses property, workers’ compensation, general liability, automotive liability and public official liability insurance. This year’s quote of \$444,081 represents a 0% increase when compared to the City’s Fiscal Year 2010/2011 insurance premium expenditures.

MOTION:

Move to approve/deny liability insurance coverage renewal with PRM.

RESOLUTION NO. 2011-23

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO RENEW THE CITY'S INSURANCE COVERAGE WITH PUBLIC RISK MANAGEMENT OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City has belonged to the Public Risk Management of Florida's (PRM) insurance pool since 1991; and

WHEREAS, The City has received favorable rates on all lines of insurance for the last twenty years, and this year is able to secure the same rate as last year for all current lines of coverage; and

WHEREAS, The City is desirous of renewing its insurance coverage with PRM.

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 renew the City's insurance coverage with Public Risk Management of Florida.

Section 2. The insurance coverage being renewed includes: Property, Workers' Compensation, General Liability, Automotive Liability, and Public Officials Liability.

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

PASSED AND ADOPTED this 7th day of June, 2011 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk

Agenda Item No. 7-b
Resolution No. 2011-24



GULFPORT CITY COUNCIL

AGENDA MEMORANDUM

FROM: Don Sopak, Public Works Director

DATE: June 7, 2011

AGENDA ITEM: 7-b

RESOLUTION NO: 2011-24

SUBJECT: Sewer System Repair Contract Renewal

RECOMMENDATION: Staff is requesting City Council authorize the City Manager to renew the Sewer System Repair contract to J.T.V., Inc. for two-years.

BACKGROUND:

The City of Gulfport sanitary sewer system was constructed in 1958 with a planned economic life of 50 years. The system consists of about 41 miles of gravity collection sewers and force mains, 70 miles of service laterals, 713 manholes and two lift stations. This system provides sanitary sewer service to about 70 percent of the City. The remaining area of Gulfport near the Pasadena Yacht and Country Club is serviced by Pinellas County Utilities' Bear Creek service area.

The City has an ongoing sewer rehabilitation and replacement program. The repairs needed are prioritized by the degree of defects in each section of the sewer lines televised. These repairs are being performed with point repairs and Cured in Place Pipe (CIPP) inversion felt lining.

ANALYSIS:

An Invitation to Bid was advertised on January 23, 2005 and City Council approved a two-year contract with JTV, Inc. on March 1, 2005. This contract has been renewed twice by City Council for additional two-year periods. The contract expires on June 16, 2011.

Since then JTV, Inc. has performed all sewer system repairs, cleaning and televising. The work performed meets all performance standards and were completed on schedule. The contract currently in force provides for a two-year extension with the consent of both parties. The rates will remain the same, as stated in the attached letter. The contractor will continue to absorb general costs of living, material and labor increases.

City staff has reviewed the contract renewal and requests that City Council be informed that we are waiving the bid requirements for this contract renewal. Due to the pricing remaining the same as the 2005 bid, we are requesting another two-year contract extension with JTV, Inc.

FINANCIAL IMPACT:

There is no specific financial impact associated with this action; however, task orders, in an amount not to exceed the annual budget for this purpose, will be approved in separate City Council actions.

MOTION:

Move to approve/deny this resolution authorizing the City Manager to renew the Sewer System Repair contract to J.T.V., Inc. for two-years.

J.T.V., INCORPORATED
Utilities Specialists * Sanitary Sewer * Storm Sewer
" A STATE and F.D.O.T. CERTIFIED WOMAN BUSINESS ENTERPRISE "

May 11th, 2011

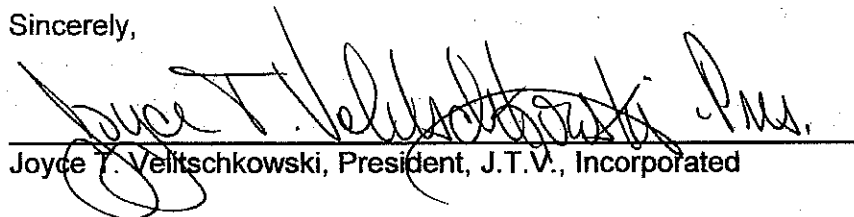
Mr. Don Sopak - Director of Public Works - The City of Gulfport, Florida

RE.: Renewal of Existing Sanitary Sewer Rehabilitation and Repair Project

J.T.V., Incorporated hereby resolves to hold to it's current price structure for the above stated Annual Contract and agrees to enter into an additional extension of said Contract.

J.T.V., Incorporated will continue to absorb the general cost of living and labor increases to renew our working relationship with The City of Gulfport, Florida.

Sincerely,



Joyce T. Velitschkowski, President, J.T.V., Incorporated

Trenchless Technology Specialists
P.O. Box 28397 St. Petersburg, FL 33709
Phone (727) 528-1998 Fax (727) 528-9773
jtvincorporated@aol.com

RESOLUTION NO. 2011-24

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO RENEW THE SEWER SYSTEM REPAIR CONTRACT WITH J.T.V., INC. FOR AN ADDITIONAL PERIOD OF TWO YEARS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Gulfport sanitary sewer system was constructed in 1958 with a planned economic life of 50 years; and

WHEREAS, An Invitation to Bid was advertised on January 23, 2005 and City Council approved a two-year Contract with J.T.V., Inc. on March 1, 2005. This contract has been renewed twice by City Council for an additional two-year period; and

WHEREAS, J.T.V., Inc. has performed all sewer system repairs, cleaning and televising. The work performed meets all performance standards and were completed on schedule. The contract currently in force provides for a two-year extension with the consent of both parties. All the rates will remain the same. The contractor will continue to absorb general costs of living, material and labor increases.

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

Section 1. The City Council hereby authorizes the City Manager to renew the Sewer System Repair Contract with J.T.V., Inc. for an additional period of two years.

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

PASSED AND ADOPTED this 7th day of June, 2011 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk

Agenda Item No. 7-c
Resolution No. 2011-25



GULFPORT CITY COUNCIL

AGENDA MEMORANDUM

FROM: Don Sopak, Public Works Director

DATE: June 7, 2011

AGENDA ITEM: 7-c

RESOLUTION NO: 2011-25

SUBJECT: Storm Sewer System Televising, Cleaning and Repair Contract

RECOMMENDATION: Staff is requesting City Council authorize the City Manager to renew the Storm Sewer System Televising, Cleaning and Repair contract to J.T.V., Inc. for two-years.

BACKGROUND:

The Public Works Department's Stormwater Division maintains 211 storm inlets, 120,000 feet of drains, 7 outfalls, 2 CDS units and 2 treatment lakes in the City. The Public Works Department has an ongoing program to televise the City's storm sewer system to determine its condition and schedule repairs. The televising revealed these areas of high potential for line failure. The repairs needed are prioritized by the degree of defects in the lines.

ANALYSIS:

An Invitation to Bid was advertised on February 20, 2005 and City Council approved a two-year contract with JTV, Inc. on February 20, 2005. This contract has been renewed twice by City Council for additional two-year periods. The contract expires on June 16, 2011.

Since then JTV, Inc. has performed all storm sewer system repairs, cleaning and televising. The work performed meets all performance standards and were completed on schedule. The contract currently in force provides for a two-year extension with the consent of both parties. The rates will remain the same, as stated in the attached letter. The contractor will continue to absorb general costs of living, material and labor increases.

City staff has reviewed the contract renewal and requests that City Council be informed that we are waiving the bid requirements for this contract renewal. Due to the pricing remaining the same as the 2005 bid, we are requesting another two-year contract extension with JTV, Inc.

FINANCIAL IMPACT:

There is no specific financial impact associated with this action; however, task orders, in an amount not to exceed the annual budget for this purpose, will be approved in separate City Council actions.

MOTION:

Move to approve/deny this resolution authorizing the City Manager to renew the Storm Sewer System Televising, Cleaning and Repair contract to J.T.V., Inc. for two-years.

J.T.V., INCORPORATED
Utilities Specialists * Sanitary Sewer * Storm Sewer
" A STATE and F.D.O.T. CERTIFIED WOMAN BUSINESS ENTERPRISE "

May 11th, 2011

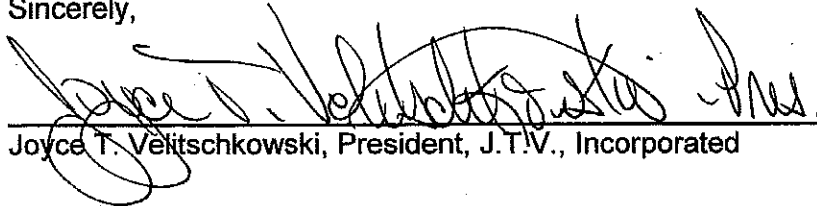
Mr. Don Sopak - Director of Public Works - The City of Gulfport, Florida

RE.: Renewal of The Storm Drian Cleaning Contract

J.T.V., Incorporated hereby resolves to hold to it's current price structure for the above stated Annual Contract and agrees to enter into an additional extension of said Contract.

J.T.V., Incorporated will continue to absorb the general cost of living and labor increases to renew our working relationship with The City of Gulfport, Florida.

Sincerely,



Joyce T. Velitschkowski, President, J.T.V., Incorporated

Trenchless Technology Specialists
P.O. Box 28397 St. Petersburg, FL 33709
Phone (727) 528-1998 Fax (727) 528-9773
jtvincorporated@aol.com

RESOLUTION NO. 2011-25

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO RENEW THE STORM SEWER SYSTEM TELEVISIONING, CLEANING AND REPAIR CONTRACT WITH J.T.V., INC. FOR AN ADDITIONAL PERIOD OF TWO YEARS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Public Works Department's Stormwater Division maintains 211 storm inlets, 120,000 feet of drains, 7 outfalls, 2 CDS units and 2 treatment lakes in the City.

WHEREAS, The Public Works Department has an ongoing program to televise the City's storm sewer system to determine its condition and schedule repairs; and

WHEREAS, An Invitation to Bid was advertised on February 20, 2005 and City Council approved a two-year contract with J.T.V., Inc. This contract has been renewed twice by the City Council for an additional two-year period; and

WHEREAS, J.T.V., Inc. has performed all storm sewer system repairs, cleaning and televising. The work performed meets all performance standards and were completed on schedule. The contract currently in force provides for a two-year extension with the consent of both parties. All the rates will remain the same. The contractor will continue to absorb general costs of living, material and labor increases.

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

Section 1. The City Council hereby authorizes the City Manager to renew the Storm Sewer System Televising, Cleaning and Repair Contract with J.T.V., Inc. for an additional period of two years.

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

PASSED AND ADOPTED this 7th day of June, 2011 by the Council of the City of Gulfport, Florida.

Michael J. Yakes, Mayor

ATTEST:

Lesley DeMuth, City Clerk

Agenda Item No. 8
Old Business

Agenda Item No. 9
New Business

Agenda Item No. 10
Council Reports

Agenda Item No. 11
Adjournment