BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, MAY 16, 2023 – 6:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS AND RECOGNITIONS

D.1 Proclamation - 2023 National Police Week
National Police Week 05-16-2023.docx

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. COMMISSIONER REPORTS

Commissioner Toth
Commissioner Doctor
Commissioner Partridge
Commissioner Wetzel
Mayor Payne

G. APPROVAL OF MINUTES

G.1 Approval of the Commission Regular and Workshop Minutes of April 18, 2023
04 18 2023_board-of-commissioners_regular_minutes_summary.docx
04-18-2023 board-of-commissioners_workshop minutes_summary.docx

H. PRESENTATIONS

H.1 Certificate of Recognition from the Florida and International City & County Management Association
2023 Treasure Island.docx

I. CONSENT AGENDA

J. ITEMS OF BUSINESS

J.1 Pinellas Public Library Cooperative (PPLC) Interlocal Agreement
PPLC Interlocal Agreement.docx
2018_ILA_fully_execu.pdf

J.2 Authorize the City Manager to approve a Purchase Order to Vortex Services, LLC for Lateral Inspection and Lining Services in the amount of $205,000
Vortex Infrastructure Services LLC Contract.pdf

J.3 Authorize the Mayor to Execute a Temporary Easement Agreement with the Army Corps of Engineers for the upcoming Beach Renourishment on Treasure Island
USACOE Easement for Beach Renourishment 05102023 (02532903-3).pdf

J.4 Agreement for Work on City Property located between 107th Avenue and 108th Avenue (a portion of Lot 11 A)
Parcel Location.pdf
2023 0516 Signed Agreement.pdf

K. ADJOURNMENT

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

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

AGENDA ITEM NO. D.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 16, 2023
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Proclamations
AGENDA SECTION:	PROCLAMATIONS AND RECOGNITIONS
SUBJECT:	Proclamation - 2023 National Police Week
BACKGROUND:	.
POLICY/PURPOSE:	.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	.

ATTACHMENTS:
National Police Week 05-16-2023.docx

Office of the Mayor
City of Treasure Island
Florida

Proclamation

National Police Week 2023

To recognize National Police Week 2023 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Treasure Island Police Department;

WHEREAS, since the first recorded death in 1786, there are currently 23,785 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC.

WHEREAS, 556 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 224 officers killed in 2022 and 332 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 35th Candlelight Vigil, on the evening of May 13, 2023;

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be *observed* this year May 9-15;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that Treasure Island Board of Commissioners will observe May 9-20, 2023, as National Police Week in Treasure Island, Florida and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Signed this 16th of day May 2023.

Attest:

_____
J. Tyler Payne, Mayor

_____
Celine Kidwell, City Clerk

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 16, 2023
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the Commission Regular and Workshop Minutes of April 18, 2023
BACKGROUND:	.
POLICY/PURPOSE:	.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	I move to approve the Commission Regular and Workshop Minutes April 18, 2023 as written

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ATTACHMENTS:
04 18 2023_board-of-commissioners_regular_minutes_summary.docx
04-18-2023 board-of-commissioners_workshop minutes_summary.docx

City of Treasure Island
Meeting Minutes
City Commission Regular Meeting

Tuesday, April 18, 2023 – 6:00 p.m.
City Hall Auditorium
120 108th Avenue
Treasure Island, FL 33706

CALL TO ORDER

Mayor J. Tyler Payne called the meeting to order at 6:01 p.m.

A. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Payne.

B. ROLL CALL

Present: 5 – Mayor J. Tyler Payne, Commissioner Deb Toth, Commissioner John Doctor, Vice Mayor Saleene Partridge and Commissioner Beth Wetzel

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

There was consensus to approve the regular and workshop agendas as presented.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

There were no items.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

There were no public comments for non-agenda items.

F. **COMMISSIONER REPORTS**

- Commissioner Toth thanked community residents and it is a wonderful place to live. Reported on Adopt-a-Beach Keep Pinellas Beautiful on the 2nd Saturday for beach clean-up and sea turtle talk. Explained Treasure Island Beach has the 2nd highest sea turtle nesting in the world. And to protect sea turtles by taking belongings home and

re-filling sand holes. Also, for National Volunteers week for delivering mail to community.

- Commissioner Doctor had no report.
- Vice Mayor Partridge reported on Paradise Island Civic Association with Fire/Police Department bike safety course. Recommended for kids to learn how to ride on bikes safely. Stated that the Legislative days in Tallahassee were very informative and met with State Representatives and Senators to let them know about Treasure Island for support.
- Commissioner Wetzel reported on Community Appreciation Day, Sunset Association wise hands nursery with native plants, Sunset Beach bonfire thanking the Police Department, and Sunset Concert Lions Club, Beach Rats will be performing with tickets for $30.
- Mayor Payne said it was a great visit in Tallahassee with our representatives and asked the public to join them for Rock around the Clock and other events.

G. APPROVAL OF MINUTES

Mayor Payne introduced the item and there was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the Commission Regular and Workshop Minutes of January 17, 2023 as written. The motion carried on the following roll call vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 - 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

H. PRESENTATIONS

H1. Sons of the American Legion Spring Salute Benefit Car & Truck Show Award

Commissioner Doctor thanked the Police and Fire Department for being participants and they had popular vehicles in show including the Cruiser which was a big hit. Also, presented the American Spring Salute Benefit Car & Truck Award to Police Sergeant Aaron Deshay and Police Officer Daren Chiaputti.

H2. Pinellas County Public Works Department Update on Beach Renourishment

Kelli Levy, Pinellas County Public Works Director, and John Bishop, Coastal Management Coordinator, presented the Treasure Island Nourishment Update.

Ms. Levy explains the effect of getting permits to do these projects. In 2018, completed 39 cubic yards on Sunshine Beach with 36% still on the beach. Army Corps recommends taking the 6-year extension and their cost share is higher on the old authorization to add more sand.

Mayor Payne asked about the approval by U.S. Congress. Ms. Levy explained that the Army Corp submits projects to Congress likely to fund new project with disasters. Mayor stated no beach in Sunset (-6%) and beach was gone after 4 years. Mayor said it is very concerning to do the same thing with the same result of no beach. Ms. Levy stated the Army Corp can do a betterment of design which gives us more time to evaluate the Dune. And County will not know until the engineering is in place and won't be in a good place in 4 years.

Commissioner Wetzel asked is this in the 2024 renourishment program. Ms. Levy said we know what is going to happen.

Mayor asked about preventative maintenance between renourishments. Ms. Levy said that the Army Corp did not qualify after the storm and the County has a partnership to do backfilling for erosion as more sand the better.

Mayor asked about the living shoreline project and if anything offshore could be done. Mr. Bishop explained anything with federal has to go through the Army Corp and it takes 20 years to get permitting. Holding sand is an option instead of going through permit with feasibility study to redesign.

Commissioner Toth asked if this could be added to the 2028 project. Mr. Bishop doesn't know if Treasure Island can get a federal project with structures.

Mayor said that there is no urgency with beaches disappearing around us and wants to know what else can be done as tourists and residents depend on the beach. Mr. Bishop said modifications can be looked at, but model, design, and engineering for new ways. And Mr. Bishop said that the dune protects from flooding as well and bridges the gap between two designs.

Mayor wants to speak to the County Commissioners to make a different option. Stated that City does not want to do another 2-year extension but there is no choice**.**

H3. Presentation on the "Trash Pirate" program by Keep Pinellas Beautiful Executive Director, Patricia Deplasco

Patricia Deplasco, Keep Pinellas Beautiful Executive Director, gave a presentation on the Trash Pirate Program.

Ms. Deplasco stated that they are partnered with Keep America Beautiful to have public spaces to be beautiful places and responsibility to improve community environment. There are fifty affiliates in Florida to protect the natural environment health of ecosystems such as litter prevention, waste reduction, beautification, and conservation. 57,000 lbs of litter each year and saved Treasure Island $55,767.16 for 2022. Also, Ms. Deplasco said that they would need community leaders to keep the community beautiful with 80% of trash ends up from the land.

Vice Mayor Partridge asks how to solicit more members, best practices to get more involvement, and the City uses social media. Ms. Deplasco said they use next door app, Twitter, new sign for events, get businesses more involved, and social media to bring people in.

Vice Mayor Partridge asks how kids can get involved. Ms. Deplasco said the bright futures program will be apart of the program with different opportunities.

Vice Mayor Partridge said the high school kids want to do it after they do it. And finding new ways to reach new people including putting on lid of donation to fill up sandcastles and parents to do trash cleanup. Ms. Deplasco said that they go to the elementary and middle schools to educate kids on programs.

Commissioner Doctor said of word of mouth and materials to hand out to the neighbors. And that working on streets to pickup is just as important as beach. Ms. Deplasco agreed that communities need to be picked up first before getting to the beach.

Commissioner Toth said that civic associations are the root of helping recruit. Ms. Deplasco said for trash in the alleyway, can adopt a program to not litter then continue doing volunteer work.

I. CONSENT AGENDA

There were no consent agenda items.

J. ITEMS OF BUSINESS

J1. Accept Net Profits from the Gulf Beaches Rotary Club's 24th Annual Golf and Tennis Challenge

Rosemary Thompson introduced the Golf Beaches Rotary President Danute Kerbs. Ms. Thompson thanked the mighty efforts from Parks and Recreation Director Cathy Hayduke to help with the associations who donated. Ms. Thompson stated that $13,180 had been raised and wanted to share the net profits equally. City Clerk Celine Kidwell introduced the item.

There was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth, to approve payment of $6,018 from the Gulf Beaches Rotary Club for the City's percentage of the net profits from the 24th annual Golf Beaches Rotary Club's Golf and Tennis Challenge to be used for the Recreation Department children's camps and Treasure Island Tennis juniors' program. The motion carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 - 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

J2. Treasure Island Comprehensive Plan 2nd Reading and Adoption of Ordinance 2022-07

City Attorney Jennifer Cowan read the Ordinance and Community Development Director Kathyrn Younkin requested to adopt the amended Comprehensive Plan and had no

changes since the previous meetings. Ms. Younkin said there was 1 comment about the water supply plan which is now included in the comprehensive plan that is going back to the State for review.

Mayor asked if there was any public comment and Richard Libero, post office owner, address 11600 7th St E, had a comment.

Mr. Libero asked for a forum for small businesses to assist small business owners and doesn't want all tourist driven instead of resident driven redevelopment. And said mom & pop stores on Gulf Blvd selling would create more congestion.

Mr. Libero added that capitalism rules at the end, but City needs small businesses to survive and not be secondary to tourists. And said there needs to be dialog to keep the post office here.

Commissioner Toth and Commissioner Wetzel thanked staff for putting together and being sustainable to protect wetlands to help our small businesses which is the backbone of community.

Mayor Payne said that email was received from Mr. Libero, recommended to get with the Big C business owners to brainstorm. And said that the Comprehensive Plan is the 1st step to overhaul land development objectives.

Motion: A motion was made by Commissioner Toth, seconded by Vice Mayor Partridge to approve Ordinance 22-07, adopting the Comprehensive Plan for the City of Treasure Island, including elements and maps be transmitted to the Department of Economic Opportunity in accordance with sections 163.3191 and 163.3184, Florida Statutes; and providing for an effective date. The motion carried on the following vote:

Moved by Deb Toth; seconded by Saleene Partridge to Approve.
Motion Passed: 5 - 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

J3. Resolution 2023-03, Amending Resolution 2022-01, Parks and Recreation Facilities Rental Policy for City of Treasure Island Recognized Non-Profit Groups and Organizations

Renee Tarsitano, Community Relations Liaison, presented item to change organization name to Keep Pinellas Beautiful/Adopt-A-Beach Treasure Island Historical Society update to include free use of facilities for monthly board meetings Life Intervention Focus Team (L.I.F.T.) - add to include free use of facilities for monthly board meetings and for fundraising events at the discretion and approval of the City Manager.

Mayor asked if there was any public comment and Carol Braddy, address 11950 4th St E Isle of Capri, had a comment.

Ms. Braddy thanked Cathy Hayduke and Amy Davis for recommending LIFT to be a historical recognized organization and gave LIFT event information for May 17th at Community Center.

Commissioner Wetzel asked if the community associations are happy with signs in the right of way. Ms. Davis explained why the sign code was changed and we can't enforce the content of signs to the associations.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to amend Resolution 2022-01 Parks and Recreation Facilities Rental Policy for Historically Recognized Not-For-Profit Groups and Organizations, and replace it with Resolution 2023-03. The motion carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 - 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

J4. Authorize the City Manager for the Execution of a "Piggy-Back" Contract to Vortex Services, LLC for Pipeline Rehabilitation Services in the total amount of $180,000.

Miichael Helfrich, Public Works Director, presented the item explaining that the City has 3 laterals north of 108th Ave on Gulf Blvd that require lining. The priority is to get these three lined. Then the City will clean and video the laterals on Gulf Blvd south of 108th Ave to determine the condition and priorities of the laterals prior to extending the lining of the laterals to the south end of Gulf Blvd.

Mayor Payne asked about legislative grant money and Mr. Helfrich said yes and added the City.

There was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve authorizing the City Manager to execute a "Piggy-Back" Contract with Vortex Services, LLC for Pipeline Rehabilitation Services in the total amount of $180,000. The motion carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 - 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

J5. Interlocal Agreement with City of Gulfport to provide CPR Training

Chief Trip Barrs, Fire Chief, presented the item explaining the American Heart Association guidelines being a small organization, City couldn't get certified, but certified with City of Gulfport.

Commissioner Toth asked if residents training could be trained at site. Chief Barrs said that the center is just the organization, but the site can be anywhere to get people certified within the community.

There was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve interlocal agreement with the City of Gulfport to allow affiliation by Treasure Island Fire Rescue with Gulfport's American Heart Association training center. The motion carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 - 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

J6. Hold Harmless Agreement for Use of City of Clearwater Fire Rescue Training Facility

Chief Trip Barrs, Fire Chief, presented the item stating that the Treasure Island Fire Department would use Clearwater facilities to conduct training as it is an approved State of Florida location. And said that Fire Department wouldn't go much, but later this year for event.

Mayor Payne asked if the event was Fire Ops. Chief Barrs said yes and Mayor Payne recommends it as it varies physical fitness to show what Firefighters can and get to do, I encourage to do it.

There was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the Hold Harmless Agreement with the City of Clearwater to allow our fire department to utilize Clearwater's fire training grounds for in-service training. The motion carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 - 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

J7. Alternate Member Appointment to Gulf Beaches Public Library Board

Amy Davis, City Manager, presented the item explaining one of the two Gulf Beaches Public Library (GBPL) shall be an elected official, the other a resident of the City. And stated that Jim Tizzano had submitted an application to serve again on the board.

Commissioner Toth said that Jim led the way to reconstruction project, getting contractors to complete the work, and encouraged people to come to the library with the last project being the parking lot.

Mayor Payne congratulated Jim Tizzano on the renomination.

There was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to appoint Jim Tizzano to serve on the Gulf Beaches Public Library board as an alternate member. The motion carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 - 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

J8. Nominations of Appointment to the Forward Pinellas Board

Amy Davis, City Manager, presented the item that a request has been received that the Barrier Islands Governmental Council (BIG C) municipality to nominate one of its own elected officials or support the nomination of an elected official from another beach community to serve on the Forward Pinellas Board. The rotating-seat on the Forward Pinellas Board representing the beach communities has become vacant as of January 2023 due to Alan Johnson not being reelected as the Mayor of St Pete Beach.

Mayor Payne stated that Reddington Beach Mayor David Will is interested in the role. Mayor Dave Gattis Bellair Beach prematurely nominated which is improper procedure operations to the Forward Pinellas Rule and back to Commission to discuss.

Commissioner Toth has an interest to do it but can't with work schedule and would be a good mix to have business, residential and hoped one of the Commission would do it.

Commissioner Wetzel said second Wednesday at 1 pm are difficult meetings to make and Vice Mayor Partridge said it would be difficult as well.

Mayor Payne stated he can't do it because of nomination for the Tourist Development in the Big C. And said that Mayor Will would do a great job and asked Commission to recommend Mayor Will and consensus agreed stating that it will be for 2 years.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the nomination of David Will to the Forward Pinellas Board for the term which expires December 31, 2024.

Moved by Saleene Partridge; seconded by Deb Toth to Approve.

Motion Passed: 5 - 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

J9. Update 2023 City Commission Meeting Schedule

Mike Munger, Finance Director, presented the item that Pinellas County and School Board set their budget hearing dates and the City Budget Hearing date would need to reschedule for September 18th or 19th.

Mayor Payne asked if we are sure about that date. Mr. Munger said last year it was published incorrectly and Mayor said that they will get complaints from the City and if we need to change the date.

Ms. Davis said Property Appraiser and School Board didn't have the right date and that has never happened.

Commission agreed to have the Budget Hearing set for Monday, September 18th 2023.

There was no public comment.

Motion: A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the amended 2023 City Commission Meeting Schedule. The motion carried on the following vote:

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 – 0
Voting For: Deb Toth, John Doctor, Saleene Partridge, Maribeth Wetzel, Tyler Payne
Voting Against: None

K. ADJOURNMENT

Mayor Payne adjourned the meeting at 7:54 p.m.

City of Treasure Island, Florida

By: _____
J. Tyler Payne, Mayor

Attest: _____
Celine Kidwell, CMC, City Clerk

Minutes approved at the City Commission Regular Workshop this ____ day of _____, 2023.

City of Treasure Island
Meeting Minutes
City Commission Regular Workshop

Tuesday, April 18, 2023 – 7:00 p.m.
City Hall Auditorium
120 108th Avenue
Treasure Island, FL 33707

- THIS MEETING WILL IMMEDIATELY FOLLOW THE 6 PM CITY COMMISSION MEETING -

Reconvening 8:02 p.m.

A. CITY MANAGER AND CITY ATTORNEY REPORT

Mayor brought forward proclamations including nurse week, national women's lung week, and older Americans month. Mayor Payne said we want to do nurse's week and Pasenda Hospital to read proclamation. Mayor Payne asked Commission if they want to do national women's lung week. Commissioner Toth would like to do it. Mayor Payne and Commission said to skip the older Americans month.

City Attorney Jennifer Cowan reported Senate Bill 540 comprehensive plan challenges District courts of appeal conflict when adopting comp plan there is a time frame of when they could challenge it. Ms. Cowan provisioning challenge entitled to recover attorney fees and costs. Intervening party would be between 2 parties if bill passes.

Mayor Payne asked if this is super alarming for the City. Ms. Cowan said it would encourage more challenges due to the no attorney fees.

City Manager Amy Davis thanked the Mayor, Vice Mayor, Commissioners, residents, and business owners for a great 4th annual appreciation day. Ms. Davis said the Rock around the Clock is May 6th.

Mayor Tyler Payne added that the cones in the median over the week is a good example of MOT. City Manager Amy Davis spoke to the following important topics and upcoming events.

B. DISCUSSION

B.1 Proposed Parking Program Changes and Sunset Beach Parking Plan

Finance Department Director Mike Munger gave an overview explaining the mindset of where we are and the issues that we are having at Sunset Beach. Mr. Munger said it has revolutionized in the last 5 years including revenue is 10% of the general fund, deployed

reliable touch screen stations, reduced operation costs upping the revenue. Mr. Munger said that they haven't had complaints about the mobile only zone areas.

Mr. Munger said that Sunset Beach has unique challenges includes parking on the beach, circle around the neighborhood until finding a spot and no parking signs everywhere, affects beach renourishment, way City does parking which is pay be space on last one. And, everyone uses pay by plate which is 1 minute late, they get ticketed.

Mr. Munger said scan plates to write citations, offer permanent and temporary parking passes for the year as we don't know if passes are being shared, and company will pay for signage by adding to the existing poles.

Commissioner Wetzel is an ongoing community engagement in October/November explaining very complicated renourishment and parking. Ms. Wetzel said there is alot of positive feedback 2nd best thing we can get and they like the hangtags, but it will be phased out.

Ms. Davis said this is brought to Commission on Workshop to implement it in the Regular Meeting. No upcharge for the public but use monies over time to enhance renourishments to adding bathrooms.

Commissioner Wetzel said this will be the least amount of impact. Mr. Munger said here is the zone for text to pay and it is a pretty robust tool to help with signage.

Mayor Payne asked if this was compatible with Park Mobile. Mr. Munger said it is a streamlined easy tool and recommended by Park Mobile.

Mayor Payne asked how we can verify parking passes. Mr. Munger said that they can't give fake addresses and will not be selling 2 passes to the same house.

Commissioner Doctor said this will work on the north side of Treasure Island and Ms. Davis agrees. Mr. Munger also added that City can add zones within 2 days.

Commissioner Doctor asked if the City could do a resolution. Ms. Davis said needing public engagement would be my hesitance of doing a resolution.

Mr. Munger proposes to have January 1st, 2024 as the start date for a 1-year pilot program. Ms. Davis added that the equipment is needed first then moved forward with the next steps.

Mayor Payne asked if Commission would have E pass discussions once program is rolled out. Mr, Munger said to have two temporary passes at fourteen days with guest to add license plate and can be placed on temporary list in app.

Commission discussed and directed staff to add this item to the next regular meeting for further consideration.

There was no public comment.

C. PUBLIC COMMENT

There was no public comment.

D. ADJOURNMENT

Mayor Payne adjourned the Treasure Island City Commission Workshop at 8:42 p.m.

City of Treasure Island, Florida

By: _____
J. Tyler Payne, Mayor

Attest: _____
Celine Kidwell, CMC, City Clerk

Minutes approved at the City Commission Regular Workshop this ____ day of _____, 2023.

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 16, 2023
SUBMITTED BY:	Amy Davis, Administration
ITEM TYPE:	Presentations
AGENDA SECTION:	PRESENTATIONS
SUBJECT:	Certificate of Recognition from the Florida and International City & County Management Association
BACKGROUND:	Certificate of Recognition from the Florida and International City & County Management Association to recognize the City of Treasure Island on the 60th anniversary of its operation under the commission-manager form of government.
POLICY/PURPOSE:	To recognize 60 years for the City of Treasure Island for the commission-manager form of government.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	

ATTACHMENTS:
2023 Treasure Island.docx

Certificate of Recognition

The Florida City & County Management Association Celebrates With

City of Treasure Island

on the 60th anniversary of your city s recognition by the
International City/County Management Association (ICMA)
of its operation under the commission-manager form of government.

Awarded May 16, 2023

FCCMA

Lori LaVerriere ICMA

Lori LaVerriere, President, FCCMA
Deputy City Manager, Palm Beach Gardens

AGENDA ITEM NO. J.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: May 16, 2023

SUBMITTED BY: Amy Davis, Administration

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Pinellas Public Library Cooperative (PPLC) Interlocal Agreement

BACKGROUND: The primary functions of the Pinellas Public Library Cooperative are as follows:

1. To receive and disburse funds from federal, state, and local sources.
2. To maintain a shared library automation system serving Member Libraries.
3. To maintain a shared materials delivery system serving Member Libraries.
4. Where agreed by individual Member Libraries for the most efficient use of fiscal resources, to assist Member Libraries in the collective purchase of library resources and services.

Pinellas County and various municipalities entered into an Interlocal Agreement providing for the establishment of the Cooperative dated the 10th day of January 1989, which was subsequently amended and extended, and which was superseded by an Interlocal Agreement entered into on the 10th day of September 2001, which expired on September 30, 2013; and which was superseded by an Interlocal Agreement entered into on the 4th day of September, 2018, which expires on September 30, 2023; and which was superseded by the proposed Interlocal Agreement, which has a term through September 30, 2028.

POLICY/PURPOSE: The purpose is to authorize the Interlocal Agreement for

	Participation in the PPLC as the current agreement is set to expire effective September 30, 2023.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	The City of Treasure Island is a member of the Gulf Beaches Public Library through which it participates as a member of the Pinellas Public Library Cooperative; and this Agreement is authorized by Section 163.01 of the Florida Interlocal Cooperation Act of 1969, which was promulgated to permit local governmental units to make the most effective use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will include geographic, economic, population, and other factors influencing the needs and development of local communities; and the Parties to this Agreement have determined that in order to most effectively utilize their separate powers, a cooperative effort in the form of an Interlocal Agreement is needed.
FUNDING:	The Gulf Beaches Public Library proposed FY 2024 Budget includes anticipated revenue of $220,000 from the Pinellas Public Library Cooperative in (PPLC).
MOTION:	I move to approve/deny the First Amendment to the Library Cooperative Interlocal Agreement.

ATTACHMENTS:
PPLC Interlocal Agreement.docx
2018_ILA_fully_execu.pdf

FIRST AMENDMENT TO LIBRARY INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT is entered into between the undersigned Governmental Units as set forth on the signature pages attached hereto (collectively, "Parties"), for the participation in a cooperative library service for Pinellas County (the "Cooperative").

WHEREAS, the Parties entered into the Library Interlocal Agreement effective October 1, 2018, and extending through September 30, 2023 (the "Agreement"); and

WHEREAS, the Parties wish to extend the Agreement for an additional five (5) years, as authorized by Section I (C) of the Agreement;

NOW, THEREFORE, in consideration of the mutual benefits and in consideration of the covenants and agreements set forth herein, the Parties hereto agree as follows:

1. The Agreement is extended for an additional five (**5)** years, for the period from October 1, 2023 to September 30, 2028.
2. This Amendment may be signed in counterparts and will be effective as of September 30, 2023 ("Effective Date").
3. All other provisions of the Agreement not amended in this First Amendment shall remain in full force and effect.
4. This First Amendment shall be filed by the County with the Clerk of the Circuit Court as provided in Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed and effective on the Effective Date.

---------SIGNATURE PAGES TO FOLLOW---------

CITY OF TREASURE ISLAND, FLORIDA

FOR THE CITY OF TREASURE ISLAND:

By:_____
City Manager: Amy Davis
Date: _____

By:_____
Mayor: J. Tyler Payne
Date: _____

APPROVED AS TO FORM:

By:_____
City Attorney: Jennifer Cowan
Date: _____

ATTEST:

By:_____
City Clerk: Celine Kidwell
Date: _____

Library lnterlocal Agreement

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the undersigned Governmental Units as set forth on the signature pages attached hereto ("Parties"), for the participation in a cooperative library service for Pinellas County (the "Cooperative").

RECITALS:

WHEREAS, Pinellas County and various municipalities entered into an Interlocal Agreement providing for the establishment of the Cooperative dated the 10th day of January 1989, which was subsequently amended and extended, and which was superseded by an Interlocal Agreement entered into on the 10th day of September 2001, which expired on September 30, 2013; and which was superseded by an Interlocal Agreement entered into on the 1st day of October, 2013, which expired on September 30, 2018; and which was superseded by an Interlocal Agreement entered into on the 1st day of October 2018, which expires on September 30, 2023; and

WHEREAS, it is in the public interest to provide a free public library service for the use of the permanent residents of Pinellas County ("County"); and

WHEREAS, this Agreement is authorized by Section 163.01 of the Florida Interlocal Cooperation Act of 1969, which was promulgated to permit local governmental units to make the most effective use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will include geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, any public agency of this state may exercise jointly with any other public agency of this state any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Parties to this Agreement have determined that in order to most effectively utilize their separate powers, a cooperative effort in the form of an Interlocal Agreement is needed; and

WHEREAS, Sections 257.12 through 257.25, Florida Statutes (“Free Library Service” verified 2017), provide state funds to assist in the furnishing of library services.

NOW THEREFORE, in consideration of the mutual benefits and in consideration of the covenants and agreements set forth herein, the Parties hereto agree as follows:

I. PURPOSE; EXECUTION; EFFECTIVE DATE; TERM OF AGREEMENT

A. Purpose:

The purpose and intent of this Agreement is to continue to operate the Cooperative to extend library services to the unincorporated areas of the County and to municipalities that do not have such services as of the effective date of this Agreement, and to improve library services to residents of municipalities and Municipal Services Taxing Units with Libraries as of the date of this Agreement.

The primary functions of the Cooperative are as follows:

1. To receive and disburse funds from federal, state, and local sources.
2. To maintain a shared library automation system serving Member Libraries.
3. To maintain a shared materials delivery system serving Member Libraries.
4. Where agreed by individual Member Libraries for the most efficient use of fiscal resources, to assist Member Libraries in the collective purchase of library resources and services.

B. Execution; Effective Date

This Interlocal Agreement may be signed in counterparts by the Parties hereto. This Agreement shall become effective on October 1, 2018.

C. Term of Agreement:

This Agreement will be in force for a period of five (5) years, ending September 30, 2023. The Agreement may be renewed for an additional period of five (5) years to September 30, 2028 with the mutual consent of the Parties.

II. DEFINITIONS:

A. Articles of Incorporation:

"Articles of Incorporation" as used in this Agreement refer to the Articles of Incorporation of the Pinellas Public Library Cooperative, Inc., (PPLC) approved by the signatories to the 1989 Interlocal Agreement establishing the Cooperative and executed and filed with the Secretary of State pursuant to Chapter 617, Florida Statutes (1987), as may be amended.

B. Board:

"Board" as used in this Agreement refers to the Board of Directors of the Pinellas Public Library Cooperative, Inc.

C. Board of County Commissioners:

"Board of County Commissioners" as used in this Agreement refers to the Pinellas County Board of County Commissioners and may be delineated as "BCC".

D. By-Laws:

"By-Laws" as used in this Agreement refer to the By-Laws of the Pinellas Public Library Cooperative, Inc., approved by the signatories to the 1989 Interlocal Agreement establishing the Cooperative, as may be amended by the Board as needed.

E. Cooperative:

"Cooperative" as used in this Agreement refers to the Pinellas Public Library Cooperative, Inc. and may be delineated as "PPLC".

F. County:

"County" as used in this Agreement refers to Pinellas County, a political subdivision of the State of Florida. The County as used in this Agreement is a Party to this Agreement but is not a Member of the Cooperative.

G. Disbursement Formula:

"Disbursement Formula" as used in this Agreement refers to the formula according to which disbursements to Members with Libraries shall be made pursuant to this Agreement. The Disbursement Formula is attached hereto and incorporated herein as Exhibit "B".

H. Governmental Unit:

"Governmental Unit" as used in this Agreement refers to municipalities; Municipal Services Taxing Units (MSTU) with Libraries; a municipal consortium offering library services; and the County. Governmental Units which are parties to this Agreement are included within the definition of Governmental Unit and may also be delineated as "Members" of the Cooperative.

I. Library:

"Library" as used in this Agreement refers to the public Libraries and Library systems operated by Members. To qualify as a " Library" for purposes of this Agreement, the Library must be approved by the Board, which shall determine if the Library meets the basic standards set forth in the Policy on Admission, a copy of which is attached hereto and incorporated herein as Exhibit "A."

J. Library MSTU

"Library MSTU" shall mean the Pinellas County Library Services District municipal services taxing unit as established by Ordinance 1989-5, and codified at Pinellas County Code Section 78-2; and excludes any individual MSTU for library services subsequently established.

K. Local Support:

"Local Support" as used in this Agreement refers to the dollar amount of funds expended for allowable costs by each Member with a Library during the fiscal year for library operations. Funds received from the County for the support of a Library that exists wholly in the unincorporated area of Pinellas County (Library MSTU), excluding all monies received by such

Libraries from the Cooperative, shall be considered as additional local support for the Member Library for purposes of the application of the disbursement formula. Local Support shall be determined by adding the expenditures for Personnel Services (State of Florida Uniform Accounting System Manual for Florida Local Governments, Object Code 10), Operating Expenditures/Expenses (Object Code 30), and "Books, Publications, Subscriptions, and Memberships" (State of Florida Uniform Chart of Accounts Object Code 60, Sub-Object Code 66). All other expenditures not specifically listed above shall not be tabulated when determining the Local Support.

L. Member:

"Member" as used in this Agreement refers to a Governmental Unit which is a Party to this Agreement and which forms part of the Cooperative either as a Member with a Library or as a Member without a Library.

M. MSTU:

"Municipal Services Taxing Unit" as used in this agreement refers to unincorporated Pinellas County. The Pinellas County Board of County Commissioners serves as the local government for the MSTU. A portion of the County budget (MSTU) is paid by residents of the unincorporated area and is devoted to providing municipal services, such as public library services.

N. Reciprocal Borrower:

"Reciprocal Borrower" is a cardholder from cooperating Libraries which have reciprocal borrowing agreements with PPLC.

O. Year:

"Year" as used in this Agreement, unless otherwise indicated, means the fiscal year from October 1 to September 30. The fiscal year of the Cooperative shall run from October 1 to September 30.

III. GOVERNING STRUCTURE OF THE COOPERATIVE:

A. Corporate Structure:

The Cooperative is a private non-profit organization incorporated under the Florida Not- For-Profit Corporation Act, Chapter 617, Florida Statutes (2000). Additional Members may be admitted in the manner specified in the Articles of Incorporation or the By-laws.

B. Board of Directors:

1. Membership. Each Board member represents the interests of all Parties, including the County, the Cooperative, Members with and without Libraries, and patrons. Each Board member can envision the future of countywide library services. The Board of Directors shall consist of nine (9) voting members who shall be selected and appointed in

accordance with the provisions of the Articles of Incorporation and the By-laws, as amended, as follows:

a. Four members of the Board of Directors shall be the City Administrator of the City of St. Petersburg and the City Managers of Clearwater, Largo and Pinellas Park, or their senior management designees.

b. Three members of the Board of Directors shall be county senior management employees, representing Pinellas County, who shall be appointed by the BCC upon the recommendation of the Pinellas County Administrator.

c. Two members of the Board of Directors shall be appointed by the Board of County Commissioners and shall serve a term of three (3) years. Criteria for such appointment shall be as follows:

1) The candidate has previous experience serving on a board or similar body and the capacity to evaluate a full range of perspectives, from library service providers to library users.

2) The candidate represents the interests of all Parties, including the County, the Cooperative, Members with and without Libraries, and patrons.

3) The candidate can envision the future of countywide library services.

4) The candidate may not be an employee or member of the governing body of a PPLC Member Library.

2. Terms. The Articles of Incorporation shall specify the term of office for Directors in conformance with Section III.B.1 above.

3. Officers. The Officers of the Cooperative shall be: Chair of the Board of Directors, Vice-Chair of the Board of Directors, and Secretary/Treasurer. The terms of office, election and duties of Officers shall be as specified in the By--laws.

4. Compensation. Directors and Officers shall not be paid a salary or wages but may be reimbursed for travel and per diem expenses on behalf of the Cooperative as approved by the Board, based on the PPLC Policies and Procedures Manual and in accordance with Section 112.061, Florida Statutes (“Per diem and travel expenses” verified 2017).

5. Meetings. The Board of Directors shall meet at least six (6) times each year. Meetings shall be conducted pursuant to the Sunshine Law, Chapter 286, Florida Statutes. The Chairperson or a simple majority of the Board may call emergency meetings. Such meetings shall require at least 24 hours' notice.

6. Duties. The duties of the Board of Directors shall include, but not be limited to:

   a. Managing the affairs of the Cooperative;
   b. Amending the Articles of Incorporation and the By-laws;
   c. Establishing administrative policy for the operation of the Cooperative;
   d. Receiving and disbursing funds from local, state and federal sources and entering into arrangements as appropriate in connection therewith, and receiving and disbursing funds from Members without Libraries participating in the Cooperative;
   e. Investing the Cooperative funds;
   f. Employing and directing an Executive Director;
   g. Conducting open and public meetings, the time and place to be decided by the Board of Directors;
   h. Establishing the operating budget for the Cooperative, which is subject to the review upon request of the BCC, and overseeing its execution, including approving expenditures for administration;
   i. Advising the Parties and Members with respect to the budget, disbursements, extension and expansion of library services and other affairs of the Cooperative;
   j. Submission of funding requirements in accordance with the provisions of Section V.C.
   k. Developing, in collaboration with the Executive Director and Library directors of Members, the Long-Range Plan for the Cooperative to improve library services to residents of municipalities, library taxing districts, and unincorporated areas.
   l. Review and approve the Annual Plan of Service.

C. Executive Director:

1. Duties. The duties of the Executive Director shall include, but not be limited to:

a. Facilitating joint planning for coordination of library services among Members with Libraries and other Libraries within the County that participate in reciprocal borrowing and joint planning as recipients of State Aid to Libraries.

b. Maintaining information for and submitting applications on behalf of the Cooperative for available local, State, and Federal library funds with Board approval, and filing reports with the Division of Library and Information Services pursuant to Section 257.16, Florida Statutes (2000), as may be amended;

c. Preparing, in coordination with the library directors of Members, the annual operating and capital budgets of the Cooperative, and presenting the annual operating budget of the Cooperative to the Board and Members.

d. Developing, in collaboration with the library directors of Members, the Annual Plan of Service that shall include goals, objectives and activities, and the budget that will support library services for the year. This plan must clearly demonstrate that resources will be allocated in a way that serves the goal of access to library services throughout the area.

2. Qualifications. The Executive Director must have an American Library Association accredited Master's degree in Library Science (MLS), and a minimum of five (5) years library administration experience, with experience in library cooperative administration preferred.

D. Advisory Council:

A Library Directors Advisory Council (LDAC) made up of all library directors of Members, or their designees, will collaborate with the Executive Director in coordination, planning and other matters as appropriate. The Officers of the LDAC shall be: Chair, Vice-Chair, and Secretary. The terms of office, election, and duties of Officers shall be as specified in the LDAC By-laws. The By-laws of the LDAC shall provide that the office of Chair will be rotated yearly among the members of the Advisory Council and that the Chair will participate in the meetings of the Cooperative Board of Directors and represent the LDAC.

The duties of the LDAC shall be as follows:

1. Conduct open and public meetings, the time and place to be decided by LDAC.
2. Collaborate with the Executive Director on the establishment and revision of the PPLC Public Service Policies for Member Libraries.

3. Review and provide recommendations in the preparation of the annual budget.
4. Advise the Board on Board meeting agenda items as needed.

E. Long-Range and Annual Plans of Service:

Each year an Annual Plan of Service and Budget shall be adopted by the Board of Directors. The Long-Range Plan must be updated every five years. The Plans will meet the requirements for participation in the State Aid to Libraries Program. The Executive Director will disseminate the Plans.

F. Reports:

The Executive Director will provide annual reports on the progress toward meeting the objectives of the Long-Range Plan and the Annual Plan of service. The reports will include audited statements of operating expenditures, capital expenditures, and reserve accounts. Annual reports will be presented to the Board, the Members, and the Division of Library and Information Services.

IV. PARTICIPATION:

A. General:

Participation will be voluntary and open to any Governmental Unit. People residing in participating areas will be eligible to use the services of Member Libraries of the Cooperative without charge. People residing in Governmental Units or areas not electing to participate will be excluded from the use of the Cooperative's services unless individual people join Member Libraries by paying an annual fee; such fee may be adjusted by a majority of Parties to this Agreement. People who join by paying the annual fee to a Member Library will then be counted as residents of that Member Library's governmental unit. Members may withdraw pursuant to the provisions of Section VI.

B. Members With Libraries:

1. Admission. Governmental units applying for the first time for membership in the Pinellas Public Library Cooperative, Inc. must be approved by the Board which shall determine if the Library meets the statutory requirements and operational standards established in Exhibit “A”: Policy on Admission.
2. Membership. Members with Libraries will adhere to the operational standards established in Exhibit “A”: Policy on Admission, and comply with participation requirements as detailed in this section.
3. Noncompliance and Enforcement. Any Member with a Library that fails to

maintain the requirements established in the Policy on Admission or the Participation requirements, may be provided a Notice of Deficiency as follows:

a. Subject to Board authorization, any Member with a Library that is found to be non-compliant may be issued a Notice of Deficiency effective upon the date of such Notice. A Member with a Library that has received a Notice of Deficiency will be granted a period not to exceed 12 months (as determined by the Board based on the nature of the deficiency) from the date of the Notice to achieve compliance with the requirements of Membership and to provide documentation of such compliance to the Board. Upon determination that the Member successfully demonstrated compliance with the requirements, the Board shall authorize a written Notice of Compliance to be provided to the Member.

b. A Member with a Library that has received a Notice of Deficiency and has failed to successfully demonstrate compliance within the prescribed time period will be considered to have withdrawn from the Cooperative. Such Member will comply with the requirements for withdrawal indicated in Section VI. B. of this Agreement.

4. Autonomy. Each Member with a Library shall continue to decide the level of library service for its community and shall prepare its own budget. Each Library shall remain autonomous and retain control of its operations and functions, i.e.:

a. Trust funds, individual gifts or donations made to a Library shall remain the property of that Library.

b. All Library staff shall remain employees of the various Members with no loss in benefits.

c. Each Library shall remain the property of the Member in which it is located, and all maintenance and repairs shall be affected through operating budgets from allocated local appropriations.

d. Members with Libraries will continue to fund their local Libraries and are not required to make any payment to the Cooperative for participation in the Cooperative.

5. Audits. Each Member with a Library shall provide to the Cooperative by March 31 of each year an audited statement of its Library operating costs for its last completed fiscal year. The audits are to be reviewed by the Cooperative

to determine the dollars expended locally for library operations. Allowable costs for each Library shall consist of all personnel and direct operating costs, and non-fixed capital as provided for in the State of Florida Chart of Accounts. All other costs, including fixed capital items and debt expenses, are not allowable.

6. Materials and Services.
    a. Members with Libraries agree to allow all circulating materials (non-electronic formats) of existing Libraries to be freely available to cardholding residents of all participants in the Cooperative.
    b. Members with Libraries agree to allow all circulating materials (electronic formats) to be freely available to all cardholders of that specific Library regardless of cardholder's address.
    c. Reciprocal Borrowers may borrow circulating materials in non-electronic formats only.
    d. Within policies established by the Cooperative all reference and public programming services are equally available to the public.
7. Staff Development. All Members with Libraries will agree to have their Libraries closed on Columbus Day (or alternately designated day) each year, unless otherwise prohibited, for participation in an annual county-wide staff development day. Staff development day planning will be coordinated by PPLC staff in collaboration with Member Library directors and staff.

C. Members Without Libraries:

1. Basis for Funding:

The County, on behalf of the Library MSTU, and subject to the provisions and limitations in Section V.A. and any other Member without a Library, shall provide annual financial support to the Cooperative which, when calculated on a per capita (of population of such Member) basis for any year, shall be equivalent to the average per capita funding, excluding all monies received from the Cooperative, provided during the most recent preceding year by the Members having Libraries subject to the provision of, and limitations in, Section V.A., the funding shall be calculated as follows: The total expenditures, as adjusted for monies received from the Cooperative, of the Members from the prior year shall be divided by the total population of the Members to obtain the aggregate average per capita cost. For purposes of this subsection C, "funding" means the amount of Library expenditures

for any year as described in Section V.A. by a Member having a Library, and "population" means the number of residents residing in the Member governmental unit determined in accordance with Section V.B. Payments shall be made by the County and each Member without a Library of annual financial support due from it in four (4) quarterly payments of twenty-five percent (25%) each.

2. Underfunding:

If financial support paid to the Cooperative by a Member without a Library is less than the amount due under Section V, written notice shall be provided by PPLC, to such unit of the deficiency and all funds due under Section V shall be immediately due and payable as specified in Section VI.C. Such unit shall be deemed to have withdrawn from the Cooperative notwithstanding the provisions of Section VI.A or VI.C effective thirty (30) days following the receipt of written notice of deficiency unless payment of such deficiency is made within that thirty (30) day period.

V. FUNDING MECHANISM:

A. Fiscal Funding:

The County will provide an amount of annual financial support equal to the financial support provided by all Members with Libraries, calculated on a per capita basis for the previous year, excluding all monies received from the Cooperative, provided that the amount shall not exceed the ad valorem revenue, excluding statutory payments to the Tax Collector and Property Appraiser, generated by the millage rate levied by the County in support of Cooperative Library services. At no time shall the millage rate levied by the County in support of Cooperative Library services exceed 0.5 mill. The County shall submit the funds to the Cooperative in quarterly payments. The County shall notify the Cooperative of any changes to the population figures subject to the amount of annual per capita financial support for the new fiscal period prior to May 30 of each year.

The obligations of the County as to any funding required pursuant to this Agreement are subject to annual approval of the Library MSTU millage by the County. If funds are not appropriated by the County through the Library MSTU for any or all the obligations in this Agreement, the County shall not be obligated to pay for the services provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Cooperative in writing of such failure of appropriation, and upon such notice, the provisions of Section IV shall govern.

B. Determination and Notification of Per Capita Amounts for Members Without Libraries:

The Cooperative shall advise each Member without a Library by June 1 of each year, of such unit's funding requirement for the next fiscal year, together with the calculations by which such funding requirement was determined and the backup information for such calculation, consisting of (i) average per capita locally funded library expenditures of Members with Libraries for the last completed year and (ii) appropriate population statistics. The expenditures shall be based on audited financial statements for such last completed year in accordance with budget line items identified in Section IV.B.5. The population statistics used to calculate such per capita expenditures shall be for such year and shall be from one of the following sources: the Bureau of Economics and Business Research of the University of Florida, the Pinellas County Planning Department, or the U.S. Census Bureau.

C. Fiduciary Responsibility for Funds:

1. All funds of the Cooperative shall be maintained in an interest-bearing public depository as set forth in Florida Statutes, Chapter 280 ("Security for Public Deposits," verified 2017), as may be amended;
2. Complete and accurate records shall be kept of the receipts and disbursement of all funds of the Cooperative, subject to the PPLC adopted Record Retention and Document Destruction Policy, which will comply with Florida Department of State General Schedule for State and Local Government Agencies GS1-SL, Internal Revenue Code 501(c)(3), and all other applicable federal, state, and local law;
3. An annual audit of the Cooperative by an independent certified public accountant, to be paid for from the operating funds of the Cooperative, shall be made and filed annually with the Department of State;
4. The Cooperative shall abide by the terms and provisions of the laws of the State of Florida and the provisions of this Agreement and any other applicable Federal, State, or local laws, rules and regulations including the County's Investment Policy.

D. Disbursement:

The Board of Directors shall disburse funds received by the Cooperative according to the formula below:

1. The Board of Directors shall annually establish the budgeted administrative costs of the Cooperative, including salary, office supplies, and any rents or other costs related to the administrative operations of the Cooperative.

2. The remaining funds shall be distributed to Members with Libraries in accordance with the disbursement formula, which is attached hereto and incorporated herein as Exhibit "B." This distribution is to be based on submittal of annual library operating costs with descriptive codes in accordance with the State of Florida Uniform Chart of Accounts. All funds collected from sources other than Members shall be allocated as determined by the Board. In no instance shall the total allocation to a Member Library exceed the amount of the Local Support. Funds received by the Cooperative shall be disbursed within a reasonable time after receipt. Payments to Member Libraries shall be made in quarterly disbursements. The Libraries shall use those funds for materials and operations of their Libraries. The disbursement formula may only be amended by the Board, with the approval of a simple majority of the Members with Libraries and the approval of the BCC.

3. State Aid funds and program grants received from the state shall be used in accordance with the provisions of applicable state law, Florida Statutes 257 ("Public Libraries and State Archives" verified 2017) and Florida Administrative Code 1B-2 ("Library Grant Programs" verified 2017).

VI. WITHDRAWAL:

A. All Participants:

1. Any Member wishing to withdraw shall submit written notice thereof to the Cooperative no later than six (6) months prior to the beginning of any fiscal year of the Cooperative.

2. Withdrawal of Members without Libraries may occur in the manner specified in Section IV.C.2.

B. Members with Libraries:

A Member with a Library that submits a withdrawal notice to the Cooperative shall:

1. At the request of the Cooperative's Board, promptly furnish usage statistics and an audit of library operating costs for such Library's last fiscal year completed prior to the date the withdrawal is effective to ensure maintenance of proper accounting for the Cooperative; and

2. Return to the Cooperative within sixty (60) days after withdrawal, any special equipment or collections purchased for such Member with funds from the Cooperative capital improvements fund within the previous five years. In lieu of returning the equipment or collection so purchased, the amortized balance

thereof based on an amortization period of five years from date of purchase may be repaid to the Cooperative during the year following withdrawal; and

3. Repay to the Cooperative within sixty (60) days after withdrawal any then remaining unexpended and uncommitted funds received from the Cooperative;

C. Members Without a Library:

A Member without a Library that submits or receives a withdrawal notice shall pay all sums due for library services provided prior to the date of withdrawal pursuant to Sections IV and V prior to withdrawal.

VII. TERMINATION OF AGREEMENT:

In the event that Members representing more than fifty percent (50 %) of the total population of all Members withdraw under Section VI or are deemed to have withdrawn under Section IV.C.2 of this Agreement, the remaining Members shall consider the continuation or termination of the Agreement and may terminate the Agreement by consent of a simple majority of the Members.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

EXHIBIT "A"
Policy on Admission
Pinellas Public Library Cooperative, Inc.
For a Library Seeking Membership

Libraries applying for membership in the Pinellas Public Library Cooperative, Inc. must be approved by the Board, which shall determine if the Library meets the basic eligibility requirements outlined below:

1. The Library meets the Essential level of **Core Standards** as defined in the Florida Public Library Standards (FLA, 2006 Revision, updated 2015 "Standards for Customer Focused Library Facilities" verified 2017).
2. The Library meets the Florida Public Library Standards (FLA 2006 Revision, updated 2015, verified 2017) for **Interconnectivity, Lending Services, Services-Resource Sharing and Interlibrary Cooperation**.
3. The governing entity must have an established budget for the maintenance and operation of the Library and must be audited each year.
4. There must be evidence that such funding is available, restricted for the Library and will continue to be available.
5. The Library has a long-range plan, an annual plan of service, and an annual budget [Florida Statutes 257.17(2)(e)] (long range plan statement, verified 2017).
6. The Library engages in joint planning for coordinating of library services within the county or counties that receive operating grants from the state [Florida Statutes 257.17(2)(f)] (joint planning statement, verified 2017).
7. The Library adapts its services to meet the needs of people with disabilities as required by the Americans with Disabilities Act and its attendant regulations.
8. The Library has established hiring practices that are in accordance with Equal Employment regulations.

When the Library and its governing entity determine that these eligibility requirements can be met the attached Procedures for Admission must be followed.

Such requests may be initiated at any time but the funding cycle for the subsequent fiscal year requires a March 31 deadline. See the Procedures for Admission for steps to be taken.

Procedures for Admission
To the Pinellas Public Library Cooperative, Inc.
As a Member Library

1. The Library seeking admission to the Cooperative must provide documentation that it can meet the standards spelled out in the Policy on Admission.

2. The Library must submit a letter of request signed by its governing entity (city commission, Board of Directors, etc.) to the Board/Executive Director.

3. The Library must submit with its letter of request documentation that it meets the basic eligibility standards for admission to the Pinellas Public Library Cooperative, Inc. as provided for in the Policy on Admission.

4. Upon receipt of the letter of request and documentation, the Board and Executive Director will review the request and appoint a committee to visit and evaluate the Library.

5. The committee will determine readiness for services by the requesting Library and will report any deficiencies in writing to the Board and to the Library's governing entity.

6. If the Library's governing entity wishes to pursue membership, it will be given a period of time in which to correct deficiencies, if any, and to prepare the Library for final evaluation by the Board.

7. Upon receipt of the final evaluation, the Board will have up to sixty (60) days in which to vote upon admission.

8. Following a positive vote, the Board will present the Library's governing entity with a copy of the Interlocal Agreement, which must be executed and returned, and an agreement form for the basic policies and procedures in effect for Member Libraries, including all public service policies such as patron registration, patron cards, materials circulation rules and others.

9. In order to be included in the subsequent year's funding allocations, the Procedures for Admission must be completed by March 31st in any given year.

EXHIBIT "B"
Disbursement Formula

Base Allocations to Members with Libraries shall be 90% of the balance remaining after the adjustments stated in Section V.D.1 and V.D.2 of the Library Interlocal Agreement. Each Library's percentage of the total Local Support extended, as determined through the review of the Certified Annual Financial Reports (CAFR), shall then be determined and translated into dollar amounts. The percentage of the total Local Support extended shall be determined by dividing the sums expended locally by the total Local Support for all Members. As set forth in Section IV.B.5 of the agreement, the Local Support shall be determined by adding the expenditures for Personnel Services (State of Florida Uniform Accounting System Manual for Florida Local Governments, Object Code 10), Operating Expenditures/Expenses (Object Code 30), and books, publications, and library materials (State of Florida Uniform Chart of Accounts Object Code 60, Sub-Object Code 66). All other expenditures not specifically listed above shall not be tabulated when determining the Local Support. The Members shall receive a percentage of the available funds equal to the percentage of their total support extended as a base allocation subject to a maximum of 16% and a minimum of 4%.

Circulation Allocations to Members with Libraries shall be 10% after the adjustments stated in Section V.D.1. and V.D.2. The dollars available for distribution include the balance remaining after the base allocation. The circulation pool allocation percentage shall be derived by taking non-resident (residents from unincorporated Pinellas County and other Member cities) circulation figures for each Library and dividing it by the total non-resident circulation for all Members.

Total Allocations to Members with Libraries shall not exceed the amount of the Local Support.

CITY OF CLEARWATER

Countersigned:

-georgencretekos

George N. Cretekos
Mayor

Approved as to form:

Owen Kohler
Assistant City Attorney

CITY OF CLEARWATER, FLORIDA

By: William B Horne II

William B. Horne II
City Manager

Attest:

Rosemarie Call
City Clerk

CITY OF CLEARWATER FLORIDA ESTABLISHED 1915

RECEIVED SEP 19 2018

DUNEDIN
Home of Honeymoon Island

CITY OF DUNEDIN

By: Julie Ward Bujalski (signature)

Mayor: Julie Ward Bujalski (printed name)

Date: 9/4/18

ATTEST:

By: Denise Kirkpatrick (signature)

City Clerk Denise Kirkpatrick (printed name)

Date: 9/4/18

CITY OF GULFPORT

CITY OF GULFPORT

By: _____

City Manager: James E. O'Reilly

Date: August 7, 2018

ATTEST:

By: _____

City Clerk: Lesley M. DeMuth

Date: August 7, 2018

APPROVED AS TO CONTENT AND FORM:

BY: _____

City Attorney: Andrew Salzman

Date: August 7, 2018

Signature Page

City of Largo

Henry P Schubert

City Manager

Attest:

CITY OF LARGO INCORPORATED SEAL 1905 FLORIDA

Diane L. Bruner, City Clerk

Reviewed and Approved:

City Attorney

RECEIVED AUG 15 2018

CITY OF MADEIRA BEACH

CITY OF Madeira Beach, Florida

By: _____ (signature)

City Manager: Jonathan Evans (printed name)

Date: 8/14/2018

By: Deby Weinstein (signature)

Vice-Deputy Mayor: Deby Weinstein (printed name)

Date: 8-14-18

ATTEST:

By: _____ (signature)

City Clerk : Clara VanBlargan (printed name)

Date: 8-14-2018

By: _____ (signature)

City Attorney: Ralf Brookes (printed name)

Date: 8/14/18

TOWN OF NORTH REDINGTON BEACH

By: _____ (signature)

Mayor: William Queen (printed name)

Date: 8/10/18

ATTEST:

By: _____ (signature)

City Clerk MARI CAMPBELL (printed name)

Date: 8/10/18

APPROVED AS TO CONTENT AND FORM:

By: _____ (signature)

City Attorney JAY DALHEIMER (printed name)

Date: 8/9/18

SEAL

CITY OF OLDSMAR

Doug Bevis, Mayor

8-7-2018
Date

ATTEST:

Ann Nixon, MMC
City Clerk
City of Oldsmar

8/7/18
Date

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S.
City Attorney
City of Oldsmar

8/7/2018
Date

CITY OF PINELLAS PARK

By: _____ (signature)

City Manager: Douglas A. Lewis

Date: 08/21/2018

By: _____ (signature)

Mayor: Sandra L. Bradbury

Date: 08/21/2018

ATTEST:

By: _____ (signature)

City Clerk: Diane M. Corna

Date: 08.21.18

APPROVED AS TO FORM AND CORRECTNESS:

By: _____ (signature)

EV City Attorney: James W. Denhardt

Date: 08 · 21 · 18

TOWN OF REDINGTON BEACH

By: _____

Mayor: James "Nick" Simons

Date: 8-15-18

ATTEST:

By: _____

City Clerk: Missy Clarke, CMC

Date: 8-16-18

APPROVED AS TO CONTENT AND FORM:

By: _____

City Attorney: Jay Daigneault

Date: 8/15/18

TOWN OF REDINGTON SHORES

By: _____ (signature)

Mayor: MARYBETH HENDRICKSON (printed name)

Date: 9/4/19

ATTEST:

By: Mary F Palmer (signature)

Town Clerk MARY F. PALMER (printed name)

Date: 9/19/18

APPROVED AS TO CONTENT AND FORM:

By: _____ (signature)

TOWN Attorney JAMES W. DENHARDT (printed name)

Date: 9-19-18

CITY OF SAFETY HARBOR

CITY OF SAFETY HARBOR, FLORIDA,
a municipal corporation

Mayor

City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

RECEIVED SEP 18 2018

City of St. Pete Beach

By: _____(signature)

City Manager: Wayne Saunders

Date: 9-13-18

By: _____ (signature)

Mayor: Alan Johnson

Date: 9-13-18

ATTEST:

By: _____ (signature)

City Clerk: Rebecca Haynes

Date: 9-12-2018

APPROVED AS TO CONTENT AND FORM:

By: _____ (signature)

City Attorney: Andrew Dickman, Esq

Date: 9/12/18

LIBRARY INTERLOCAL AGREEMENT
CITY OF ST. PETERSBURG
SIGNATURE PAGE

ATTEST:

Chan Srinivasa City Clerk (or designee)

(SEAL)



APPROVED AS TO FORM AND CONTENT:

City Attorney (Designee)

CITY OF ST. PETERSBURG

Rick Kriseman
Title: Mayor

RECEIVED SEP 2 1 2018

CITY OF SEMINOLE

CITY OF SEMINOLE

By: Ann Toney-Deal (Signature)

City Manager: ANN TONEY-DEAL (Print Name)

Date: 9-10-18

By: Leslie Waters (Signature)

Mayor: LESLIE WATERS (Print Name)

Date: 9.10.18

ATTEST:

By: Patricia Beliveau (Signature)

City Clerk: Patricia Beliveau (Print Name)

Date: 9.10.18

APPROVED AS TO CONTENT AND FORM:

By: _____ (Signature)

City Attorney: _____ (Print Name)

Date: 8/30/2018

CITY OF SEMINOLE, FL 1970

CITY OF TARPON SPRINGS, FLORIDA

FOR THE CITY OF TARPON SPRINGS:

By: _____ (signature)

City Manager: Mark G. LeCouris

Date: 8-21-18

By: _____ (signature)

Mayor: Chris Alahouzos

Date: 8-21-18

ATTEST:

By: _____ (signature)

City Clerk: Irene Jacobs

Date: 8-21-18

APPROVED AS TO CONTENT AND FORM:

By: _____ (signature)

City Attorney: Jay Diagneault, Esq.

Date: 8/21/18

PINELLAS PUBLIC LIBRARY COOPERATIVE INTERLOCAL AGREEMENT

10/01-2018 -09/30/2023

CITY OF TREASURE ISLAND, FL

By: _____
Mayor: Larry Lunn
September 4, 2018

ATTEST:

By: _____
City Clerk: Ruth A. Nickerson
September 4, 2018

CITY OF TREASURE ISLAND * FLORIDA
SEAL
INCORPORATED
1955

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners, for and on behalf of the East Lake Library Municipal Services Taxing Unit

By: _____
Kenneth T. Welch, Chairman

ATTEST:
KEN BURKE, CLERK OF COURT

By: _____
Deputy Clerk

APPROVED AS TO FORM

_____
JACINA HASTON
OFFICE OF THE COUNTY ATTORNEY

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners, for and on behalf of the Palm Harbor Community Services District, a municipal services taxing unit

By: _____
Kenneth T. Welch, Chairman

ATTEST:
KEN BURKE, CLERK OF COURT

By: _____
Deputy Clerk

APPROVED AS TO FORM

_____
JACINA HASTON
OFFICE OF THE COUNTY ATTORNEY

PINELLAS COUNTY, FLORIDA, by and
through its Board of County Commissioners

By: _____
Kenneth T. Welch, Chairman

ATTEST:
KEN BURKE, CLERK OF COURT

By: _____
Deputy Clerk

APPROVED AS TO FORM

_____
JACINA HASTON
OFFICE OF THE COUNTY ATTORNEY

PPLC Board approved 7.11.18
BCC approved 9.25.18

AGENDA ITEM NO. J.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 16, 2023
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the City Manager to approve a Purchase Order to Vortex Services, LLC for Lateral Inspection and Lining Services in the amount of $205,000
BACKGROUND:	On April 18, 2023, the Commission authorized the City Manager to execute a "Piggy-Back" Contract with Vortex Services, LLC. The original $180,000 purchase order is not sufficient to complete the Lateral cleaning, videoing and selected lining on Gulf Blvd.
POLICY/PURPOSE:	To request authorization from the City Commission for the City Manager to approve a $205,000 purchase order to Vortex Services, LLC for Lateral Inspection and Lining Services.
STRATEGIC PLAN RELEVANCE:	Goal 1: Protect City assets to sustain the future of Treasure Island. Objective 1: Assess status, and maintain City-owned infrastructure (seawalls, stormwater, sanitary sewers, roads and buildings).
ANALYSIS/DISCUSSION:	There are 93 laterals between 108th Ave south to 99th Ave. that are located under Gulf Blvd. Gulf Blvd is expected to be resurfaced in the next 18 to 24 months. The City needs to ensure that the laterals are in good condition.
FUNDING:	Funding for this purchase order is from the following available funds that will not be used this fiscal year by re-directing the following funds towards the expansion of this project. 420-5350-31300

Force Main Cleaning/Locates - $15,000

Service for Emerging Issues - $10,000

420-5350-34000

Force Main Cleaning & Mapping-$180,000 - Not needed due to performing subsurface exploration.

420-5350-63405

Muffin monster-$40,000 - Not required.

MOTION: I move to approval/deny staff's recommendation to authorize the City Manager to execute a Purchase Order for $205,000 with Vortex Services, LLC.

ATTACHMENTS:
Vortex Infrastructure Services LLC Contract.pdf

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND Vortex Infrastructure Services, LLC
PERTAINING TO
Manholes, Structures, and Cured-In Place Rehab. & Inspec. Svcs.

CONTRACT NUMBER 23-017-PB

This Contract is made and entered into on the 18 day of April, 2023 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and corporate and organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("**CITY**"), and Vortex Infrastructure Services, LLC, whose address is 18150 Imperial Valley Dr. Houston, TX 77060 ("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, pursuant to its procurement policies and procedures, when in its best interest, the City is authorized to contract with vendors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a "piggyback" procedure; and

WHEREAS, the CONTRACTOR has submitted a competitive proposal to The City of Miami Beach for Manholes, Structures - Rehab. & Inspection Svcs. in response to ITN-2020-191-ND; ("**Solicitation**"); and

WHEREAS, as the successful competitive bidder to the Solicitation, Contractor subsequently entered into a contract with the City of Miami Beach dated 1/21/2022 ("Original Contract"), which is attached hereto along with a copy of the Solicitation and copies of Contractor's response, the bid tabulation, and award—if applicable—as **Composite Exhibit A**; and

WHEREAS, the Original Contract provides and the Contractor agreed to make available to the City the prices submitted under the terms and conditions of the Original Contract, which the City desires

to piggyback off of as depicted on the scope of work, which is attached hereto as Exhibit B ("City Project"); and;

WHEREAS, Contractor represents and warrants that Contractor has acted at all times in accordance with the provisions of Florida law with respect to the Solicitation, its bid, and award; and

WHEREAS, Contractor is willing to perform the City Project pursuant to the terms of the Original Contract with only the modifications set forth herein so as to limitedly address the logistics of contracting with the City; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for the City Project and the City Commission desires to procure those services under the same terms, conditions, and specifications as of the Original Contract.

NOW THEREFORE, in consideration of the mutual benefits to the City and Contractor, the receipt and adequacy of which is hereby acknowledged, the following covenants are set forth, which the parties hereby agree to as follows:

1. The above recitals and all exhibits hereto are true and correct and are incorporated herein by reference. Contractor's representations and warranties set forth in the recitals as incorporated into this Agreement by this reference are a material component to the City's ability to enter into this Agreement. Contractor shall fully indemnify, defend, and hold harmless the City and its representatives, employees, officers, and commissioners, from any and all damages, causes of action, or claims of any kind related to Contractor's representations and warranties set forth herein, the veracity of such representations and warranties, and all matters related thereto.

2. The scope of work is identified in the Original Contract, and the Contractor's scope of work with the City is more specifically defined in Exhibit B attached hereto and incorporated herein. Contractor agrees to furnish all labor, equipment, machines, and the skill necessary for the entire work effort as set forth in the Original Contract to the satisfaction of the City or its duly authorized representative.

3. The terms and conditions of the Original Contract are hereby incorporated into this Agreement by reference. Contractor shall complete the City Project on the same terms, conditions, and scope as set forth in the Original Contract, except as specifically modified herein solely to account for the City as the purchaser. Such modifications shall not include any modification to the prices bid in response to the Solicitation or the scope of the work that will be provided. Contractor's work on the City Project shall at all times be at the same unit prices as set forth in the Original Contract.

4. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Original Contract, including any exhibits and/or addenda, this Agreement takes precedence over the Original Contract and its exhibits and/or addenda and any inconsistency between the Original Contract and its exhibits and/or addenda shall be resolved by giving precedence to the Original Contract.

5. The City agrees to pay the Contractor for services rendered in accordance with the primary structure set forth in the Original Contract and more particularly described in Exhibit B. Pursuant to all notice and invoicing requirements established by the Original Contract, notices and invoices under this Agreement will be submitted to:

The City of Treasure Island
Attention: Mike Munger
120 – 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Email: Finance@mytreasureisland.org

or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Contractor as provided above. All invoices shall be submitted in accordance with the Florida Prompt Payment Act, section 218.70, et seq, Fla. Statutes. All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Florida Prompt Payment Act is received by the City. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City does not pay sales tax and will provide sales tax exemption information at the written request of Contractor, where necessary.

6. Prior to this Agreement taking effect, Contractor shall have in place the insurance coverages required by the Original Contract and shall provide certificates of insurance reflecting that the City, its agents, employees, and public officials are named as additional insureds. Prior to commencement of the City Project, Contractor shall have in place the bonds required by the Original Contract for the benefit of the City.

7. The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Contractor under

this Agreement, the enforcement of this Agreement, or resulting from the activities of the Contractor in any way connected to this Agreement, but only to the extent not solely due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Contractor to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by the City beyond the City's expressed written contractual obligations contained within this Agreement, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or the Original Contract.

8. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("**Public Records**"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. Contractor understands and agrees that failure to provide access to public records will be a material breach of this Agreement and may result in termination. If Contractor does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any

and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (727) 547-4575 EXT. 229, CITYCLERK@MYTREASUREISLAND.ORG, AND CITY HALL, 120 108TH AVE., TREASURE ISLAND, FL, 33706.

9. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified return receipt requested mail, addressed to the following:

If to the City:	**If to the Contractor:**
City of Treasure Island, Florida	Vortex Services
Attn. City Manager	Attn: Shawn Ready
120 – 108th Avenue	5910 Hartford Street
Treasure Island, Florida 33706	Tampa, FL 33619

With required copy to:

City Attorney, City of Treasure Island, Florida

Bryant Miller Olive P.A.

One Tampa City Center, Suite 2700

Tampa, Florida 33602

Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

10. MISCELLANEOUS.

a. This Agreement represents the entire agreement. No prior discussions or negotiations will be enforceable, unless included in this Agreement.
b. This Agreement is not assignable. Any modification to this Agreement must be made in writing, executed by both Parties.

c. This Agreement will be governed and construed in accordance with the laws of the laws of the State of Florida. The Parties agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.
d. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
e. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief, and knowledge of the nature, extent, effect, and duration of any actions, damages, and liability. The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Agreement will be deemed and treated as drafted jointly by all the Parties. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any Party to the Agreement, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement, or understanding not expressed in this Agreement has been made to an adverse party and that the terms of this Agreement are contractual and not a mere recital.
f. All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
g. Each of the Parties to this Agreement covenants to the other Party to this Agreement that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth below.
h. This Agreement must be executed by the respective duly authorized officials and will take effect as of the Effective Date and remain in effect as provided in the Original Contract.
i. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work under this Agreement.
j. Pursuant to section 286.101, Florida Statutes, the Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the

Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The Contractor represents that within one (1) year before proposing any contract to the City, the Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

k. By executing this Agreement and each and every renewal (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that it is not participating in a boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement and as of the effective date of any renewal. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law.

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

m. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor have caused this Agreement to be executed as of the Effective Date.

Witness:

Sheila Hilson

Signature

Sheila Hilson

Print Name

Witness:

Signature

Matthew McNab

Print Name

AS TO CONTRACTOR:

Vortex Services

Company Name

Shawn Ready

Printed Name

Senior RVP

Title

Signature

AS TO CITY OF TREASURE ISLAND, FLORIDA:

ATTEST:

~~City Clerk~~ Deputy City Clerk

City Manager

AGENDA ITEM NO. J.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 16, 2023
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the Mayor to Execute a Temporary Easement Agreement with the Army Corps of Engineers for the upcoming Beach Renourishment on Treasure Island
BACKGROUND:	During the most recent review of the existing easements, it was noticed that Army Corps of Engineers and Pinellas County is requiring the City of Treasure Island to provide a Temporary Easement Agreement prior to performing the renourishment of the beaches on Treasure Island. The area is located immediately south of 119th Ave to 112th Ave., 300 feet westward of the Breach Trail to the Gulf of Mexico (See Exhibit A). This easement is for temporary construction activities during the Treasure Island Beach Renourishment.
POLICY/PURPOSE:	To receive authorization for the Mayor to sign a Temporary Easement Agreement with the Army Corps of Engineers for the upcoming Beach Renourishment on Treasure Island.
STRATEGIC PLAN RELEVANCE:	Goal 1: Protect City assets to sustain the future of Treasure Island.
ANALYSIS/DISCUSSION:	This proposed temporary easement is required by the Army Corps of Engineers for a period not to exceed one (1) year beginning with the date of possession of the land is granted to Pinellas County, for use by Grantee, its representatives, agents, and contractors as a work area including the right to move, store and remove equipment and supplies and erect temporary structures on the land and to perform any other work necessary and incident to the construction of the SFN 2125_00001 Treasure Island Beach Nourishment Project.

	For more details see attached Temporary Construction Easement and Exhibit A.
FUNDING:	No funding required.
MOTION:	I move to approve / deny staff's recommendation to authorize the Mayor to execute the Temporary Easement Agreement with the Army Corps of Engineers for the upcoming Beach Renourishment on Treasure Island.

ATTACHMENTS:
USACOE Easement for Beach Renourishment 05102023 (02532903-3).pdf

Prepared by:
Jennifer Cowan, Esq.
Bryant Miller Olive P.A.
201 N. Franklin St., Suite 2700
Tampa, FL 33602

This Document has been prepared without benefit of a certified survey or title examination.

Temporary Construction Easement

THIS TEMPORARY CONSTRUCTION EASEMENT (hereinafter the Easement) made this 16th day of May, 2023, between the City of Treasure Island, FL, a municipal corporation, as owner of the following described property, whose mailing address is 120 108th Avenue, Treasure Island, FL 33706 (hereinafter the "Grantor"), and Pinellas County, political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, FL 33756 (hereinafter the "Grantee").

As used herein, the term "Grantor" shall include any and all heirs, legal representatives, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successors or assignees of Grantee.

WITNESSETH that Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and transfer an irrevocable nonexclusive, except during times of construction in order to ensure public health and safety, temporary construction easement and right-of-way in, on, over, and across, the real property of the Grantor situated, lying and being in the County of Pinellas, State of Florida identified and described in Exhibit A attached hereto and incorporated herein (hereinafter the Property), for a period not to exceed two (2) years beginning with the date of possession of the land is granted to Grantee, for use by Grantee, its representatives, agents, and contractors as a work area including the right to move, store and remove equipment and supplies and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the SFN 2125_00001 Treasure Island Beach Nourishment Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however to existing easements for public roads and highways, public utilities, railroads and pipelines.

IN WITNESS WHEREOF Grantor has caused these presents to be executed in its name by its City Commission acting by the Mayor or Vice of said commission, the day and year aforesaid.

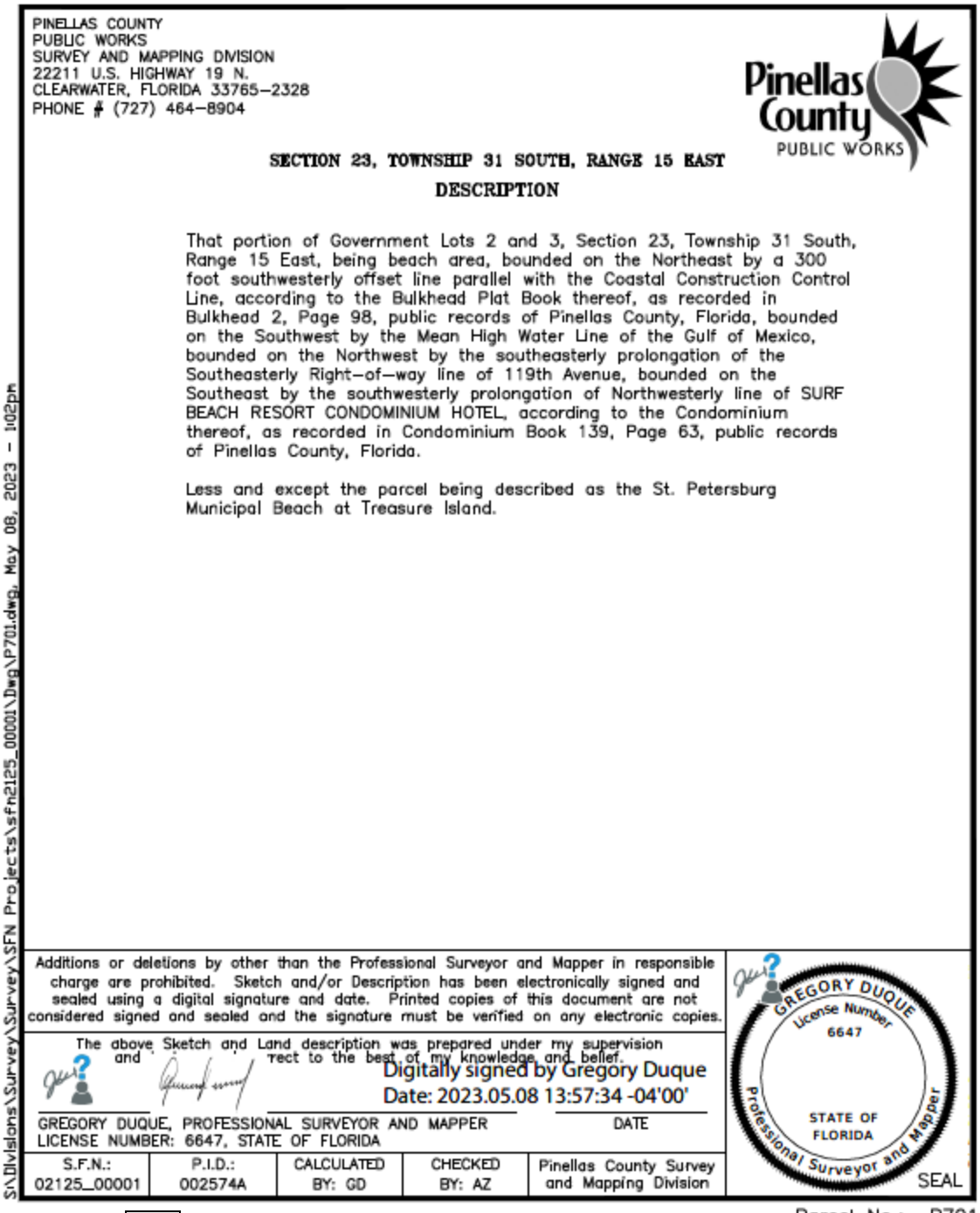
Grantor:
City of Treasure Island, FL

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

EXHIBIT "A"



PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST

DESCRIPTION

That portion of Government Lots 2 and 3, Section 23, Township 31 South, Range 15 East, being beach area, bounded on the Northeast by a 300 foot southwesterly offset line parallel with the Coastal Construction Control Line, according to the Bulkhead Plat Book thereof, as recorded in Bulkhead 2, Page 98, public records of Pinellas County, Florida, bounded on the Southwest by the Mean High Water Line of the Gulf of Mexico, bounded on the Northwest by the southeasterly prolongation of the Southeasterly Right-of-way line of 119th Avenue, bounded on the Southeast by the southwesterly prolongation of Northwesterly line of SURF BEACH RESORT CONDOMINIUM HOTEL, according to the Condominium thereof, as recorded in Condominium Book 139, Page 63, public records of Pinellas County, Florida.

Less and except the parcel being described as the St. Petersburg Municipal Beach at Treasure Island.

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and is correct to the best of my knowledge and belief.

Digitally signed by Gregory Duque
Date: 2023.05.08 13:57:34 -04'00'

GREGORY DUQUE, PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 6647, STATE OF FLORIDA — DATE

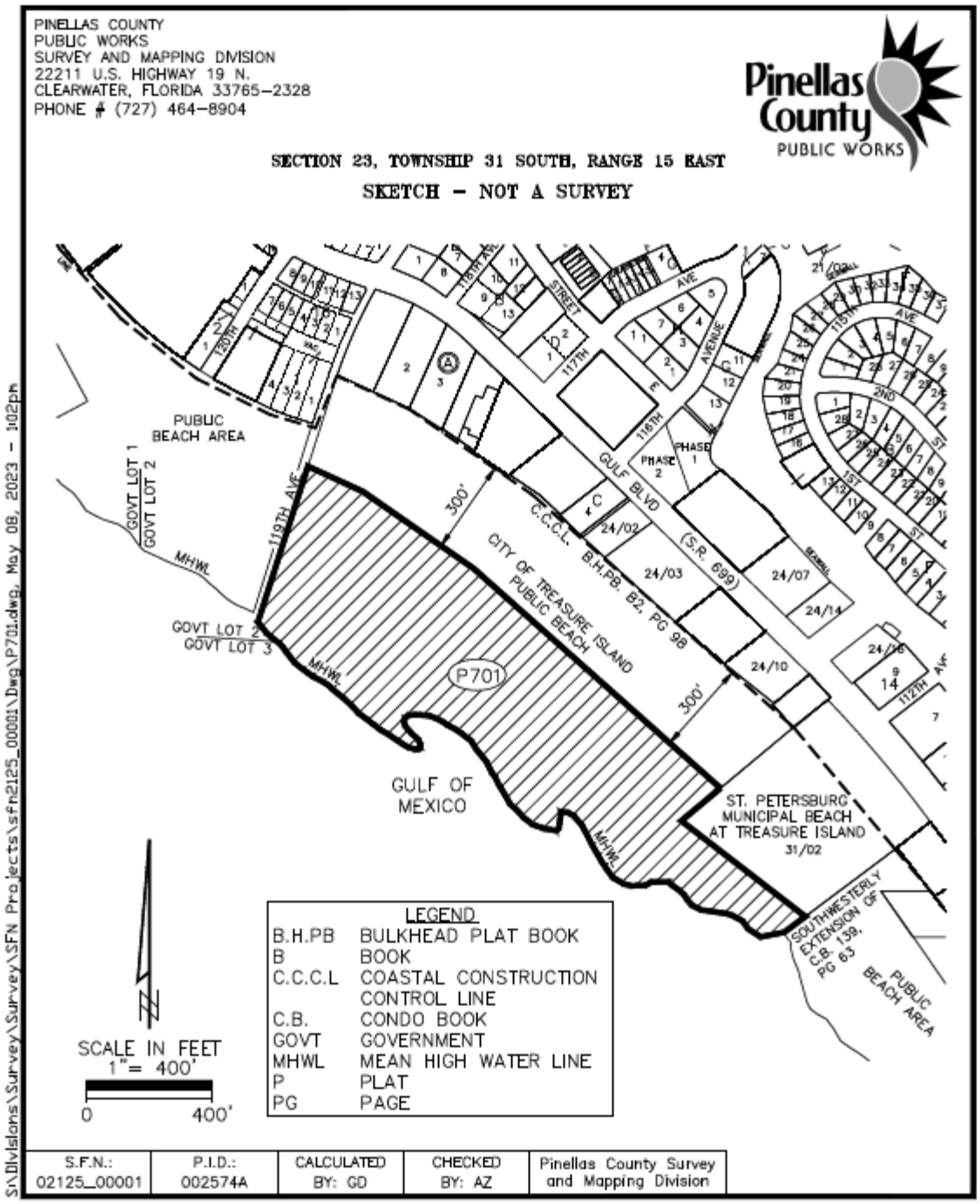
GREGORY DUQUE License Number 6647 STATE OF FLORIDA Professional Surveyor and Mapper SEAL

S.F.N.:	P.I.D.:	CALCULATED BY: GD	CHECKED BY: AZ	Pinellas County Survey and Mapping Division
02125_00001	002574A			

S:\Divisions\Survey\Survey\SFN Projects\sfn2125_00001\Dwg\P701.dwg, May 08, 2023 - 1:02pm

EXHIBIT A

Parcel No.: P701
SHEET 1 OF 2



Parcel No.: P701

EXHIBIT A

SHEET 2 OF 2

AGENDA ITEM NO. J.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: May 16, 2023

SUBMITTED BY: Kathryn Younkin, Community Development

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Agreement for Work on City Property located between 107th Avenue and 108th Avenue (a portion of Lot 11 A)

BACKGROUND: The owner of the property being developed at 10771 Gulf Boulevard wishes to enter into an agreement with the city to improve the city owned lot located just east of the owner's property. This city owned parcel described as "Treasure Island, City of Block 7, Lot 11-A Less West 75 Feet of South 25 Feet of North 175 Feet, according to the map or plat thereof as recorded in Plat Book 27, Page 2", spans from 107th Avenue to 108th Avenue.

The city owned parcel has restrictions on its use by deed. On November 8, 1952, the subject property was conveyed to the City and restricted to street, parking, sewer, and easement purposes only. On May 2, 2017, the City Commission granted a 10-foot-wide utility easement to Duke Energy (Res. No 17-61).

The property currently consists of varying widths of paved roadway (approximately 20’ to 28’ in width) with 5 striped parking spaces and some parking adjoining the American Legion (John G Doran Memorial Post 158 Inc) parcel on the east. These spaces adjoining the American Legion property are not sufficient in depth to be legal parking spaces as they measure about 15’ in depth. There is also an existing brick paver walkway along the southern two thirds of the property line.

The proposed sidewalks will expand the pedestrian circulation both internally and externally by connecting existing and proposed sidewalks on adjacent properties. The sidewalks will be separated from the vehicular travel lane by a raised curb

and a 4-foot landscaped area. The connection of the sidewalk from 107th Avenue to 108th Avenue will enhance pedestrian connectivity.
The two new parking spaces to be constructed as a result of this proposed agreement will be located on the west side of the lot in order to connect the north south pedestrian access. These new spaces will meet the requirements for legal parking spaces.

POLICY/PURPOSE:

Enhances the goals found in the Comprehensive Plan for connectivity and pedestrian safety.

STRATEGIC PLAN RELEVANCE:

Financial and Economic Development Road Map
Goal 2: Maximize the utilization of the City's resources.
Objective 1: Gain an understanding of how resources/assets are valued by the community.
Bold Action 3: Identify opportunities to enhance connectivity between waterfront and the downtown areas.
Infrastructure Road Map
Goal 1: Protect City assets to sustain the future of Treasure Island.
Objective 3: Enhance City-wide connectivity to create an improved environment for bikes and pedestrians.
Bold Action 1: Identify connectivity gaps and grant opportunities.

ANALYSIS/DISCUSSION:

The proposed improvements require City Commission approval and execution between both parties of the Agreement between the City and 10771 Gulf Blvd. LLC for Improvements on City Property.
The applicant will be seeking site plan approval from the Planning and Zoning Board to construct improvements including but not limited to sidewalks, paving, and landscaping on City property in order to improve vehicular and pedestrian conveyance with adjacent properties including the proposed development at 10771 Gulf Blvd for ingress and egress.

FUNDING:

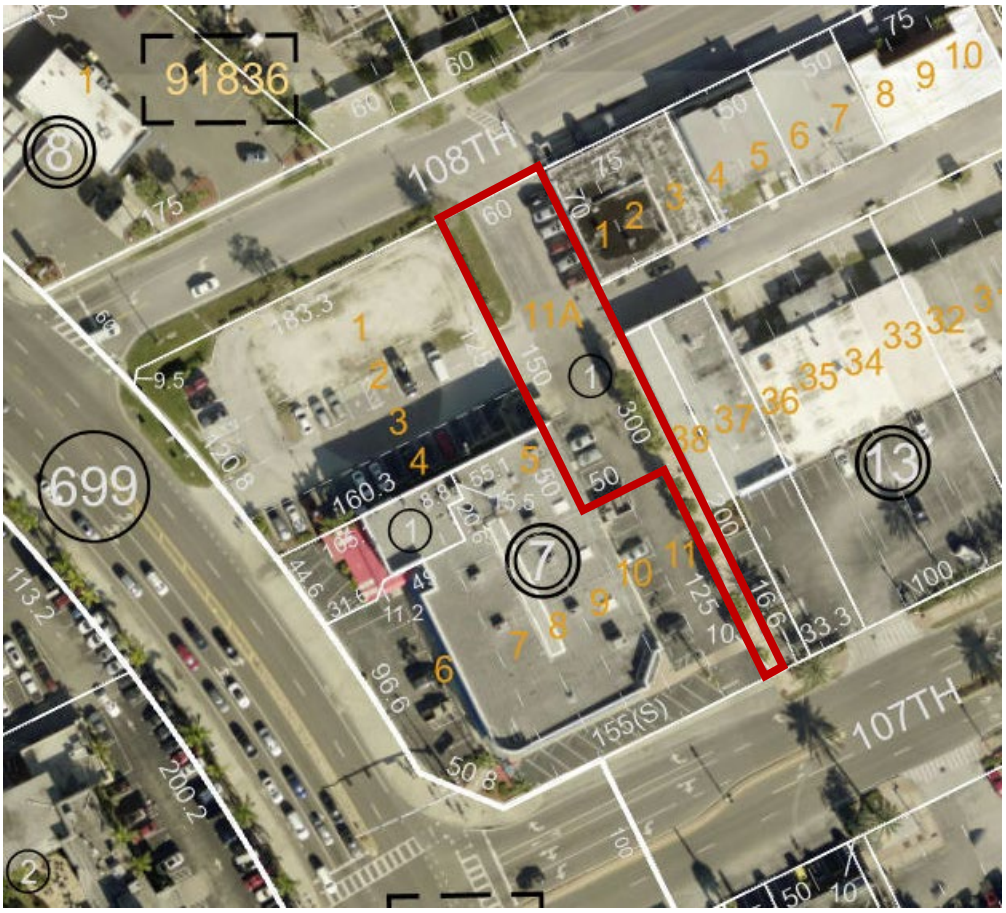
N/A

MOTION:

I move to approve the Agreement Between City and 10771 Gulf Boulevard LLC for improvements on City Property.

ATTACHMENTS:
Parcel Location.pdf
2023 0516 Signed Agreement.pdf

A portion of Lot 11A – located between 107th Avenue and 108th Avenue.
Treasure Island, FL 33706



AGREEMENT BETWEEN CITY AND 10771 GULF BOULEVARD LLC FOR IMPROVEMENTS ON CITY PROPERTY

This Agreement Between City and 10071 Gulf Boulevard LLC For Improvements on City Property ("Agreement"), made this 16th day of May, 2023 (the "Effective Date"), by and between 10771 Gulf Boulevard LLC, a Florida Limited Liability Company, whose address is 4100 N. 28th Terrace Hollywood, FL 33020-1116 (hereinafter referred to as "Contractor") and the **City of Treasure Island**, a Florida municipal corporation, whose address is 120 108th Ave, Treasure Island, FL 33706 (hereinafter referred to as the "City") (collectively the "Parties").

WHEREAS, City is the fee simple owner of that certain real property located between 107th Avenue and 108th Avenue, Treasure Island, Florida as more particularly described as Treasure Island, City of Block 7, Lot 11-A Less West 75 Feet of South 25 Feet of North 175 Feet, according to the map or plat thereof as recorded in Plat Book 27, Page 2, of the Public Records of Pinellas County, Florida ("City Property"), as shown on Exhibit A which is attached and incorporated herein; and

WHEREAS, Contractor is a property owner in the City, who is the fee simple owner of real property located within the City, ("Contractor's Property") as shown in Exhibit B, which is attached and incorporated herein; and

WHEREAS, Contractor is renovating its Contractor's Property, which abuts the City Property, and desires to construct certain improvements including but not limited to landscaping. sidewalks and paving on the City Property to beautify the City property at no cost to the City, and to obtain better access for Contractor's Property through the City Property, in accordance with the site plan attached and incorporated herein as Exhibit C ("Project"); and

WHEREAS, the City is amenable to the Project and finds it in the public interest to improve the City Property at no cost to the City.

NOW, THEREFORE, in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the above recitals and attached exhibits are true and correct and are incorporated herein by this reference.

2. Project: Parties agree that Contractor shall perform all work necessary to construct the Project on City Property, as shown on Exhibit C. The Parties agree that Contractor is responsible for obtaining all necessary permits, all construction services, and any and all other services and materials necessary for the Project. The City agrees to the grant the Contractor a Temporary Construction Easement, as provided in Exhibit D, for the sole purpose of access necessary for the construction of the Project on City Property.

3. Project Price: The Project is anticipated to cost $50.000.00 ("Project Price"). The Contractor shall provide and is solely responsible for all costs associated with the Project, including but not limited to labor, materials, equipment, tools, water, electric, other utilities, transportation, bonds, taxes and other facilities and services necessary for proper execution and completion of the work. The

E.D

Contractor shall provide a Performance and Payment Bonds ("Bonds") in the amount of the "Project Price" and maintain the Bonds throughout construction of the Project and the term of this Agreement. Bonds must be in accordance with section. 255.05, Fla. Stat. and be underwritten by a surety company which has a valid certificate of Authenticity issued by the State of Florida, Department of Finance and authorizing it to write surety bonds in Florida. Each Surety Company shall have a currently valid certificate of Authenticity issued by the U.S. Department of Treasury under Sections 9304 to 9308 of Title 31 USC. Bonds must be fully performable in Florida and sureties must be in full compliance with the provisions of Florida Insurance Code. Surety must have a rating of at least A by the Best's Key Rating Guide. Should the Project Price increase, Contractor shall be responsible for any increase and also increase Payment Bond and Performance Bond accordingly. The Parties agree that Contractor shall start to obtain the necessary permits to perform the Project on the Effective Date of this Agreement, but no work shall be done at the City Property without proper permits obtained from the City and the requires Bonds are provided to the City.

4. Term: This Agreement will be effective as of the Effective Date and terminate at the completion of the Project or twenty-four (24) months from the Effective Date, whichever occurs first, unless terminated earlier pursuant to this Agreement.

5. Contractor's Responsibilities: Contractor shall perform the Project in accordance with Exhibit C and the Contractor is not responsible for any additional repair of the City Property beyond those defined in the Project. . Contractor has inspected the City Property and is familiar with the conditions of the City Property and work to be performed. The City makes no warrantees or representations as to the condition of the City Property. The Contractor agrees to construct the Project on the City Property as it finds it in. Contractor shall provide competent, suitably qualified personnel to construct the Project. Contractor shall at all times maintain the City Property in a safe and clean condition. Contractor shall at all times supervise and direct the Project, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures; and for coordinating all portions of the Work, unless otherwise specified herein. Contractor shall be responsible to the City for the acts and omissions of Contractor's employees, subcontractors, suppliers, and their agents and employees, and other persons performing portions of the Project under a contract with Contractor or Contractor's subcontractors. If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. Additionally, in the event of any breach or noncompliance by any of Contractor's assignee(s) or subcontractor(s), Contractor shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Agreement. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

Contractor shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the work performed under this Agreement including, but not limited to all rules and regulations related to safety and compliance therewith. The City shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or materialmen, or any other individuals performing the work under this Agreement. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders from this Agreement shall not relieve Contractor of its obligations to comply with all laws fully and completely. Upon request,

Contractor shall furnish to the City certificates of compliance with all such laws, orders and regulations. If Contractor performs any work action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless the City, its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work or other action. With respect to any and all claims, disputes subject to final resolution, and other matters at issue, neither the City, nor any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or the Project. Except as otherwise required for the safety or protection of persons or the Project or the City Property, and except as otherwise stated herein, all work at the City Property shall be performed during regular working hours, Monday through Friday. Contractor will not perform work on a Saturday or Sunday, or any legal holiday. Contractor may perform work outside regular working hours or on Sundays, or legal holidays only with the City's written consent.

(a) Regular working hours will be 7:00 AM to 6:00 PM.
(b) The City's legal holidays are New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day.

All materials and equipment incorporated into the Project shall be of good quality and new, except as otherwise provided herein. All special warranties and guarantees required herein shall expressly run to the benefit of the City. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE PARTIES' IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING.

Contractor warrants to the City that materials, equipment, and skilled labor will be provided in accordance with the Agreement, and that the Project, including all work and products provided by Contractor's subcontractors, will be free from all defects for a period of one year from final acceptance. Work not conforming to all Project requirements, including substitutions not properly approved and authorized, will be considered defective and a breach of Contractor's warranty. The manufacturer warrants and guarantees for a period of one year from the date this Agreement terminates that all materials and equipment furnished and installed shall be free from flaws, defects in material and workmanship and shall be in conformance with the Project.

Contractor shall obtain the following guarantee/warranty from the manufacturer of all major pieces of equipment furnished and installed on this Project. Such guarantee/warranty shall be for the benefit of the City and be furnished in writing by the manufacturer. Contractor's and manufacturer's obligations under this provision are in addition to other express or implied warranties under the Agreement and under the law and in no way diminish any other right that the City may have against Contractor or manufacturer for faulty material, equipment, or work. The warranty period shall not be interpreted as a limitation on the time in which the City can enforce such other duties, obligations, rights, or remedies.

If required by the City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. The use of asbestos or asbestos-based fiber materials is prohibited in this Project.

6. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees, from any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its employees, agents, officers, subcontractors and other persons employed or utilized by Contractor in the performance of this Agreement. It is further the specific intent and agreement of the parties that all the contract documents of any project for which Contractor provided services be hereby amended to include the foregoing indemnification. Contractor expressly agrees that it will not claim, and waives any claim, that this article violates section 725.06, Florida Statutes, or is unenforceable pursuant to section 725.06, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. This indemnification provision shall include claims made by an employee of Contractor or any subcontractor against the City and Contractor waives any entitlement to immunity under section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification provision shall survive the termination of this Agreement however terminated. Contractor's obligation to indemnify, defend, and hold harmless shall not be limited by the amount of any insurance required to be obtained or maintained under the Agreement. Notwithstanding the foregoing, the Contractor's obligations to indemnify, defend and hold harmless shall be limited to one million dollars ($1,000,000) or the Project Price, whichever is greater, in accordance with section 725.06, Florida Statutes. This provision shall survive termination or expiration of this Agreement.

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

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

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

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

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

D. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of Contractor, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, CITY OF TREASURE ISLAND, 120 – 108TH AVENUE TREASURE ISLAND, FLORIDA 33706, PHONE:(727)-547-4575, FAX:(727)-547-4582, CITYCLERK@MYTREASUREISLAND.ORG

8. Suspension of work: At any time and without cause, the City may suspend the Project or any portion thereof for a period of not more than ninety (90) consecutive days by notice in writing to Contractor, which will fix the date of which the Project will be resumed. Contractor shall resume the Project on the date so fixed. Contractor shall have twenty-four (24) hours from receipt of the written notice to remove from the City Property all tools, appliances, construction equipment and machinery, and surplus materials, and vacate the City Property.

9. Termination Clause: Upon termination of this Agreement, however terminated, all finished or unfinished documents, data, plans, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by or on behalf of Contractor in connection with this Agreement shall become the property of City, whether the Project is completed or not, and shall be delivered to City within fifteen (15) days of the termination. For and in consideration of $10.00, if City determines that it is in its best interest to do so, City may terminate this Agreement without cause upon thirty (30) days' written notice to Contractor. Any such termination shall be without any penalty or expense to City. Notwithstanding the forgoing, once construction starts on the City Property, the City will not terminate the Agreement without first providing 30 days written notice of any deficiency or default and a reasonable opportunity for the Contractor to cure such deficiency or default.

10. Attorneys' Fees: Should the City be forced to retain an attorney to enforce any provisions of this Agreement, or engage in any litigation over this Agreement, the City shall be entitled to recover its reasonable attorneys' fees, costs, charges, and expenses expended or incurred in pursuit of all such claims at every level, including pre-suit, pre-trial, trial, and appeal and including any litigation over entitlement to or amount of attorneys' fees and costs owed.

11. Insurance: Before beginning work (including pre-staging personnel and material), the Contractor shall obtain insurance at its expense. In the event the Contractor has subcontractors perform any portion of the work in this Agreement, either the Contractor shall name those subcontractors as "additional insurers" or each subcontractor shall be required to have the same insurance as the Contractor. Insurance must be maintained throughout the entire term of this Agreement and until the Project is fully accepted by City. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced. Coverage shall be provided by a company (ies) authorized to do business in the State of Florida. The company (ies) must maintain a minimum rating of A- as assigned by AM Best. If the Contractor has been approved by the State Department of Economic Opportunity, as an authorized self-insurer for Workers' Compensation, City shall recognize and honor such status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Economic Opportunity and a Certificate of Insurance, providing details on the contractor's Excess Insurance Program. If the Contractor participates in a self-insurance fund, updated financial statements may be required upon request. The Contractor shall provide to City satisfactory evidence of the required insurance by either: a certificate of insurance with an insurance endorsement, or a certified copy of the actual insurance policy. [gov't], at its sole option, has the right to request a certified copy of policies required by this Agreement. Certificates of insurance and policies must specify they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless at least 30 days' written notice is given to City. The acceptance and approval of the Contractor's Insurance shall not be construed as relieving the Contractor from liability or obligation assumed under the Contract Documents or imposed by law. City, its employees and officers, will be included as an "Additional Insured" on all policies, except Workers' Compensation and professional liability.

11.1 *Project Specific Requirements*. The following policies and minimum overages shall be maintained throughout the entire term of this Agreement:

11.1.1 Commercial General Liability with, at minimum Premises Operations, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability.

Expanded Definition of Property Damage and minimum limits of [$2,000,000] Combined Single Limit (CSL). An Occurrence Form policy is preferred. If coverage is a claims made policy, provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the expiration of this Agreement.

11.1.2 *Vehicle Liability.* Recognizing that the work governed by the Contract Documents requires the use of vehicles, Contractor shall maintain at a minimum, vehicle liability coverage for owned, non-owned, and hired vehicles with minimum limits at [$2,000,000] combined single limit (CSL).

11.1.3 Workers' Compensation with limits sufficient to meet chapter 440, Florida Statutes, and Employers' Liability Insurance with limits no less than:

- [$1,000,000] Bodily Injury by Accident
- [$1,000,000] Bodily Injury by Disease, policy limits
- [$1,000,000] Bodily Injury by Disease, each employee

11.1.4 *Builders Risk Insurance and Installation Floater Insurance.* Providing coverage on an All Risk Loss form and Installation Floater Insurance providing coverage for their machinery, equipment and material, governed by this Agreement, while being transported, installed and tested on the [gov't]'s property, which coverage shall include: fire, lighting, windstorm, hail, explosion, collapse, strikes, riots, vehicles, vandalism, malicious mischief, civil commotion, aircraft, flood, theft, and smoke. The policy limits shall be no less than one million U.S. Dollars ($1,000,000.00) and coverage shall be provided on a completed value basis (Builders Risk Insurance) and include the amount of the machinery or equipment being installed (Installation Floater Insurance). Property located on the construction premises, which is intended to become a permanent part of the premises, shall be included as property covered. This policy shall be endorsed permitting [gov't] to occupy the premises prior to the completion without impacting coverage.

11.1.5 *Engineering Errors & Omissions Liability Insurance.* Recognizing that the work governed by the Contract Documents involves the furnishing of engineering services, Contractor or its engineering consultant shall maintain Engineers Errors and Omissions Liability Insurance which will respond to the damages resulting from any claim arising out of the performance of professional services or any error or omission of the engineering consultant arising out of work governed by this Agreement. This insurance shall be maintained in force for a period of two (2) years after the date of Substantial Completion of the Project. The minimum limits of liability shall be: [$1,000,000] per Occurrence/[$1,000,000] per Aggregate for the Project.

12. Certifications:

12.1 By executing this Agreement and each and every renewal (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in

Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement and as of the effective date of any renewal. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law.

12.2 Pursuant to section 286.101, Florida Statutes, the Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The Contractor represents that within one (1) year before proposing any contract to the City, the Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

12.3 Contractor certifies that neither the Contractor nor its subcontractors have been placed on the convicted vendors list as described in Section 287.133 , Florida Statutes. A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

13. Assignment: The terms and provisions of the Agreement shall be binding upon the City and Contractor their respective partners, successors, heirs, executors, administrators, assigns and legal

representatives. The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged, or otherwise disposed of or encumbered in any way without the City's prior written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by the City. If Contractor's assignee, consultant, or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee, consultant, or subcontractor failed to complete at no additional cost to the City. In the event of any noncompliance by any of the subcontractors, Contractor shall be directly and wholly responsible for the noncompliance and shall bear all attributable costs. Contractor shall be fully responsible to the City for all work performed by any subcontractors, assignees or consultants. The City may assign its rights and obligations under the Agreement to any successor to the rights and functions of the City or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent the City deems necessary or advisable under the circumstances.

14. Notice: All notices or other communications given under this Agreement shall be made in writing and sent by certified mail, return receipt requested, or by personal delivery to the party to whom notice is given to the addresses shown below:

If to the City:
City Manager
City of Treasure Island
120 108th Ave
Treasure Island, Florida 33706

If to Contractor:
Gilad Ovaknin
10771 Gulf Boulevard LLC
4100 N 28th Terr
Hollywood, FL 33020-1116

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

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

15. Governing Laws: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida. In the event of any legal proceeding arising out of or relating to this Agreement, the Parties agree venue shall be in the Circuit Court of the Sixth Judicial Circuit in Pinellas County, Florida, or, for any federal action, the Middle District of Florida, Tampa Division.

16. Miscellaneous:

16.01 This Agreement embodies the entire agreement between the Parties. This Agreement supersedes all previous communications, representations and agreements, whether verbal or written, between the Parties related to this Project. In the event the Parties seek to amend or modify this Agreement, the Parties shall memorialize such an amendment in writing signed by both Parties.

16.02 In the event that any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect other provisions of this Agreement.

16.03. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will be deemed one instrument. Facsimile or e-mailed PDF signatures will have the same legal effect as original signatures and are binding on the Parties.

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

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

16.06. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

16.07. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties.

16.08. No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under this Agreement, or of any rights or remedies to which either Party may be entitled to on account of any such default or failure to perform.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement effective as of the date set forth above.

Attest

City of Treasure Island
By:_____
Its: _____

_____
City Clerk, Celine Kidwell

Contractor

Signed in the presence of:

By: _____

Witness: _____

Its: _____

Printed Name: Jennifer Delinois

Witness: _____

Printed Name: Rosanna Vargas

Exhibit A

Lot 11 A, Block 7, CITY OF TREASURE ISLAND, according to the map or plat thereof as recorded in Plat Book 27, Pages 2, 3 and 4, Public Records of Pinellas County, Florida, SAVING AND EXCEPTING, that portion of Lot II-A, Block 7, identified in deed from Treasure Island Enterprises, Inc., to A. R. Corfar and Aurellia M. Corfar, his wife, and recorded in Deed Book 1379, Page 614 bearing Clerk's Instrument No. 27669A, records of Pinellas County, Florida.

Exhibit B

Lots 1, 2, 3 and 4, Block 7, City of Treasure Island, Blocks 1, 3, 5, 6, 7 & 8, according to the Plat thereof, recorded in Plat Book 27, Page 2, of the Public Records of Pinellas County, Florida. LESS AND EXCEPT that portion of Lot 1 previously conveyed to State of Florida for road right-of-way purposes, as shown by that certain deed recorded in O.R. Book 4346, Page 1080, Public Records of Pinellas County, Florida

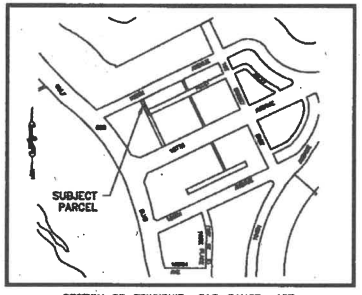
Exhibit C

SITE PLAN
FOR
108TH AVENUE - LOT 11A
TREASURE ISLAND, FLORIDA

INDEX OF DRAWINGS

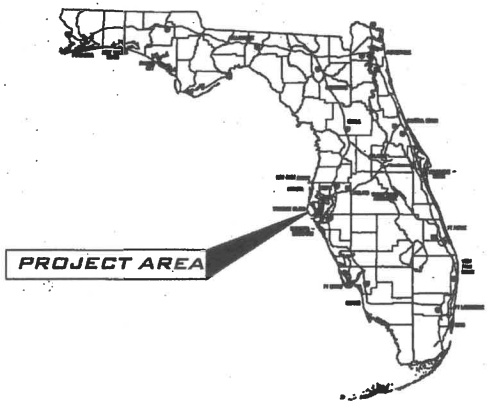
DRAWING TITLE	SHEET NO.
COVER SHEET	1
EX. COND/DEMO/EROSION CONTROL PLAN	2
SITE PLAN	3
GRADING & DRAINAGE PLAN	4
LANDSCAPE PLAN	5
SPECIFICATIONS	6
CONSTRUCTION DETAILS	7

VICINITY MAP



SECTION 23, TOWNSHIP 31S, RANGE 15E
PINELLAS COUNTY, FLORIDA

LOCATION MAP



DESCRIPTION: (TAKEN FROM SURVEY)

LOT 11A, BLOCK 7, CITY OF TREASURE ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 2, 3 AND 4, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAVING AND EXCEPTING, THAT PORTION OF LOT 11-A, BLOCK 7, IDENTIFIED IN DEED FROM TREASURE ISLAND ENTERPRISES, INC., TO A.R. CORFAR AND AURELLIA M. CORFAR, HIS WIFE, AND RECORDED IN DEED BOOK 1378, PAGE 814 BEARING CLERK'S INSTRUMENT NO. 27888A, RECORDS OF PINELLAS COUNTY, FLORIDA.

PREPARED FOR
CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA, 33706

DEUEL & ASSOCIATES
A SEPI COMPANY

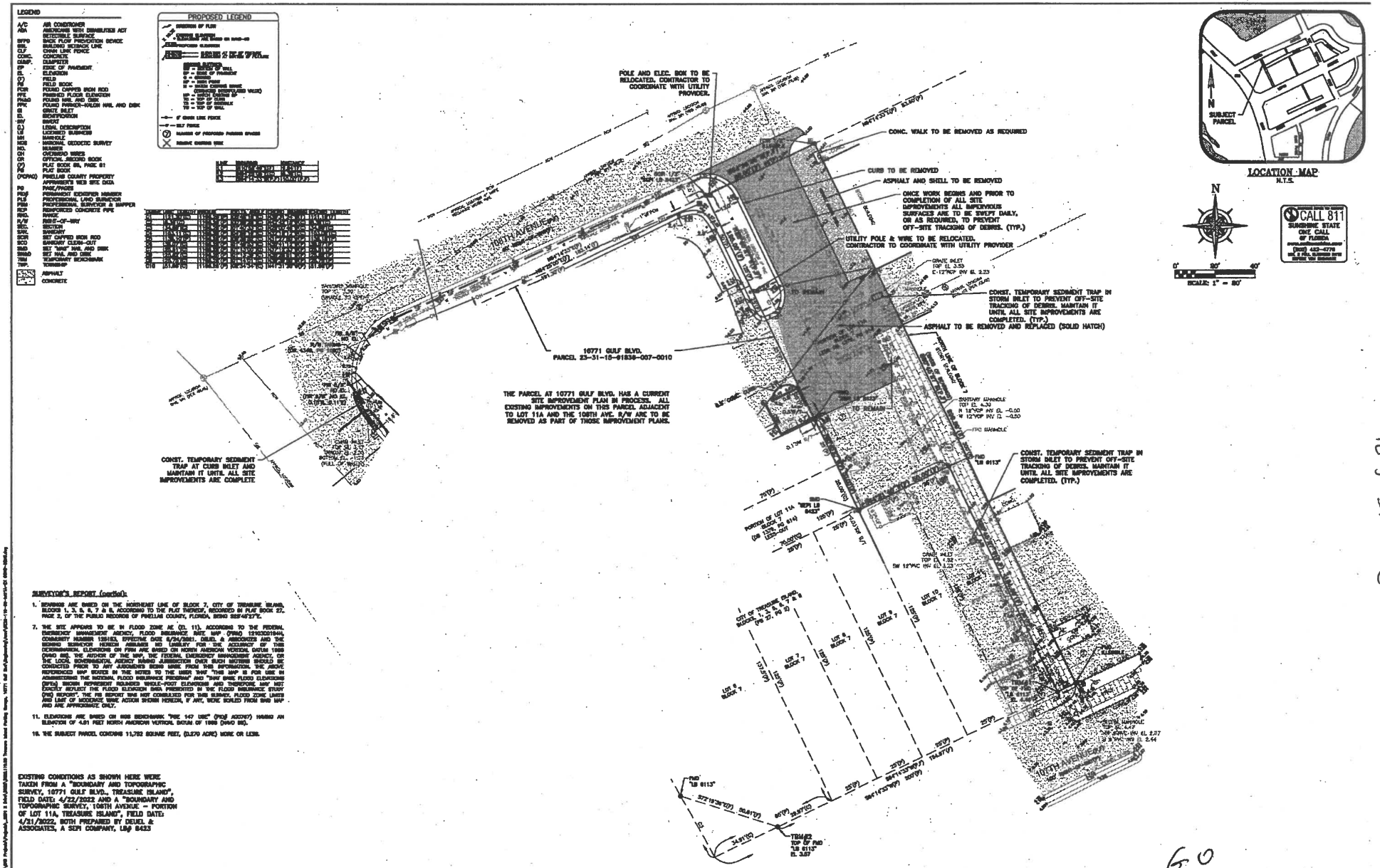
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.DEUELENGINEERING.COM
LICENSED BUSINESS NUMBER 8423

6.0

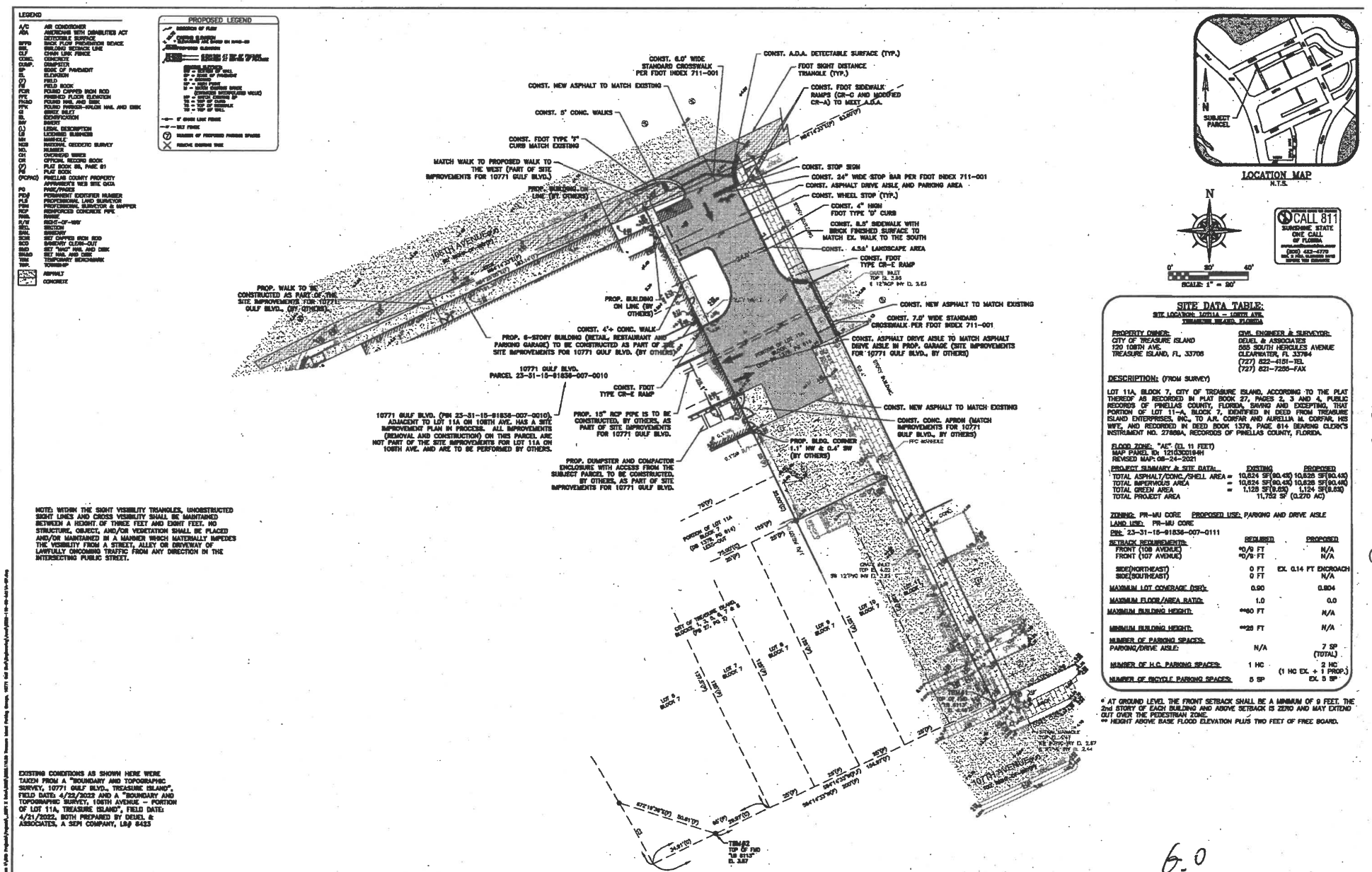
Digitally signed by Brian A Barker
Date: 2023.05.16 11:57:21 -04'00'

SEPTEMBER 19, 2022
SE22.119.00

BRIAN A. BARKER, P.E., [illegible]


LEGEND
PROPOSED LEGEND
LOCATION MAP
N.T.S.
SUBJECT PARCEL
CALL 811
SUNSHINE STATE ONE CALL OF FLORIDA
SCALE: 1" = 80'
POLE AND ELEC. BOX TO BE RELOCATED. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER.
CONC. WALK TO BE REMOVED AS REQUIRED
CURB TO BE REMOVED
ASPHALT AND SHELL TO BE REMOVED
ONCE WORK BEGINS AND PRIOR TO COMPLETION OF ALL SITE IMPROVEMENTS ALL IMPERVIOUS SURFACES ARE TO BE SWEPT DAILY, OR AS REQUIRED, TO PREVENT OFF-SITE TRACKING OF DEBRIS. (TYP.)
UTILITY POLE & WIRE TO BE RELOCATED. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER
CONST. TEMPORARY SEDIMENT TRAP IN STORM INLET TO PREVENT OFF-SITE TRACKING OF DEBRIS. MAINTAIN IT UNTIL ALL SITE IMPROVEMENTS ARE COMPLETED. (TYP.)
ASPHALT TO BE REMOVED AND REPLACED (SOLID HATCH)
10771 GULF BLVD.
PARCEL 23-31-15-61838-007-0010
THE PARCEL AT 10771 GULF BLVD. HAS A CURRENT SITE IMPROVEMENT PLAN IN PROCESS. ALL EXISTING IMPROVEMENTS ON THIS PARCEL ADJACENT TO LOT 11A AND THE 108TH AVE. R/W ARE TO BE REMOVED AS PART OF THOSE IMPROVEMENT PLANS.
CONST. TEMPORARY SEDIMENT TRAP AT CURB INLET AND MAINTAIN IT UNTIL ALL SITE IMPROVEMENTS ARE COMPLETE
CONST. TEMPORARY SEDIMENT TRAP IN STORM INLET TO PREVENT OFF-SITE TRACKING OF DEBRIS. MAINTAIN IT UNTIL ALL SITE IMPROVEMENTS ARE COMPLETED. (TYP.)
108TH AVENUE
TBM#2
TOP OF PKD "LB 6113"
EL. 3.07
SURVEYOR'S REPORT (partial):
1. BEARINGS ARE BASED ON THE NORTHERLY LINE OF BLOCK 7, CITY OF TREASURE ISLAND, BLOCKS 1, 2, 5, 6, 7 & 8, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 27, PAGE 2, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING S89°49'37"E.
7. THE SITE APPEARS TO BE IN FLOOD ZONE AE (EL 11), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP (FIRM) 12103C0184H, COMMUNITY NUMBER 125148, EFFECTIVE DATE 9/24/2021. DEUEL & ASSOCIATES AND THE SIGNING SURVEYOR HEREON ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS DOCUMENTATION. ELEVATIONS ON FIRM ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88). THE AUTHOR OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS SHOULD BE CONSULTED PRIOR TO ANY JUDGMENTS BEING MADE FROM THIS INFORMATION. THE ABOVE REFERENCED MAP STATES IN THE NOTES TO THE USER THAT "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM" AND "BASE FLOOD ELEVATIONS (BFEs) SHOWN REPRESENT ROUNDED WHOLE-FOOT ELEVATIONS AND THEREFORE, MAY NOT EXACTLY REFLECT THE FLOOD ELEVATION DATA PRESENTED IN THE FLOOD INSURANCE STUDY (FIS) REPORT". THE FIS REPORT WAS NOT CONSULTED FOR THIS SURVEY. FLOOD ZONE LIMITS AND LIST OF MODERATE WAVE ACTION SHOWN HEREON, IF ANY, WERE SCALED FROM SAID MAP AND ARE APPROXIMATE ONLY.
11. ELEVATIONS ARE BASED ON NGS BENCHMARK "PID: Y47 1262" (PID# AD2267) HAVING AN ELEVATION OF 4.61 FEET NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
18. THE SUBJECT PARCEL CONTAINS 11,782 SQUARE FEET, (0.270 ACRE) MORE OR LESS.
EXISTING CONDITIONS AS SHOWN HERE WERE TAKEN FROM A "BOUNDARY AND TOPOGRAPHIC SURVEY, 10771 GULF BLVD., TREASURE ISLAND", FIELD DATE: 4/22/2022 AND A "BOUNDARY AND TOPOGRAPHIC SURVEY, 108TH AVENUE – PORTION OF LOT 11A, TREASURE ISLAND", FIELD DATE: 4/21/2022, BOTH PREPARED BY DEUEL & ASSOCIATES, A SEPI COMPANY, LB# 6423
DEUEL & ASSOCIATES
A SEPI COMPANY
585 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.DEUELENGINEERING.COM
LICENSED BUSINESS NUMBER 6423
108TH AVENUE – LOT 11A
EXISTING CONDITIONS/DEMO. & SOIL EROSION PLAN
TREASURE ISLAND FLORIDA
BRIAN A. BARKER, P.E., 69726
WORK ORDER NO. 8732.110.00
DATE: SEPTEMBER 15, 2022
SCALE: 1" = 20'
SHEET NO. 2 OF 7
DESIGN: BAB
DRAWN: PJL
CHECKED: APC
REV.# DATE REVISION BY

G.0



LOCATION MAP
N.T.S.

CALL 811
SUNSHINE STATE ONE CALL OF FLORIDA

SITE DATA TABLE:

SITE LOCATION: 10771A – 108TH AVE. TREASURE ISLAND, FLORIDA

PROPERTY OWNER:
CITY OF TREASURE ISLAND
120 108TH AVE.
TREASURE ISLAND, FL. 33706

CIVIL ENGINEER & SURVEYOR:
DEUEL & ASSOCIATES
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
(727) 822-4151-TEL
(727) 821-7256-FAX

DESCRIPTION: (FROM SURVEY)

LOT 11A, BLOCK 7, CITY OF TREASURE ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 2, 3 AND 4, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAVING AND EXCEPTING, THAT PORTION OF LOT 11-A, BLOCK 7, IDENTIFIED IN DEED FROM TREASURE ISLAND ENTERPRISES, INC., TO A.R. CORFAR AND AURELLIA M. CORFAR, HIS WIFE, AND RECORDED IN DEED BOOK 1378, PAGE 614 BEARING CLERK'S INSTRUMENT NO. 27689A, RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE: "AE" (EL 11 FEET)
MAP PANEL ID: 12103C0194H
REVISED MAP: 08-24-2021

PROJECT SUMMARY & SITE DATA:		EXISTING	PROPOSED
TOTAL ASPHALT/CONC./SHELL AREA	=	10,624 SF(90.4%)	10,628 SF(90.4%)
TOTAL IMPERVIOUS AREA	=	10,624 SF(90.4%)	10,628 SF(90.4%)
TOTAL GREEN AREA	=	1,128 SF(9.6%)	1,124 SF(9.6%)
TOTAL PROJECT AREA		11,752 SF (0.270 AC)	

ZONING: PR-MU CORE PROPOSED USE: PARKING AND DRIVE AISLE
LAND USE: PR-MU CORE
PIN: 23-31-15-91836-007-0111

SETBACK REQUIREMENTS:	REQUIRED	PROPOSED
FRONT (108 AVENUE)	*0/9 FT	N/A
FRONT (107 AVENUE)	*0/9 FT	N/A
SIDE(NORTHEAST)	0 FT	EX. 0.14 FT ENCROACH
SIDE(SOUTHEAST)	0 FT	N/A
MAXIMUM LOT COVERAGE (ISR):	0.90	0.804
MAXIMUM FLOOR/AREA RATIO:	1.0	0.0
MAXIMUM BUILDING HEIGHT:	**60 FT	N/A
MINIMUM BUILDING HEIGHT:	**28 FT	N/A
NUMBER OF PARKING SPACES: PARKING/DRIVE AISLE:	N/A	7 SP (TOTAL)
NUMBER OF H.C. PARKING SPACES:	1 HC	2 HC (1 HC EX. + 1 PROP.)
NUMBER OF BICYCLE PARKING SPACES:	5 SP	EX. 5 SP

* AT GROUND LEVEL THE FRONT SETBACK SHALL BE A MINIMUM OF 9 FEET. THE 2nd STORY OF EACH BUILDING AND ABOVE SETBACK IS ZERO AND MAY EXTEND OUT OVER THE PEDESTRIAN ZONE.
** HEIGHT ABOVE BASE FLOOD ELEVATION PLUS TWO FEET OF FREE BOARD.

6.0

REV.#	DATE	REVISION	BY	CHECKED	APC
				DRAWN	PJL
				DESIGN	BAB

DEUEL & ASSOCIATES
A SEPI COMPANY

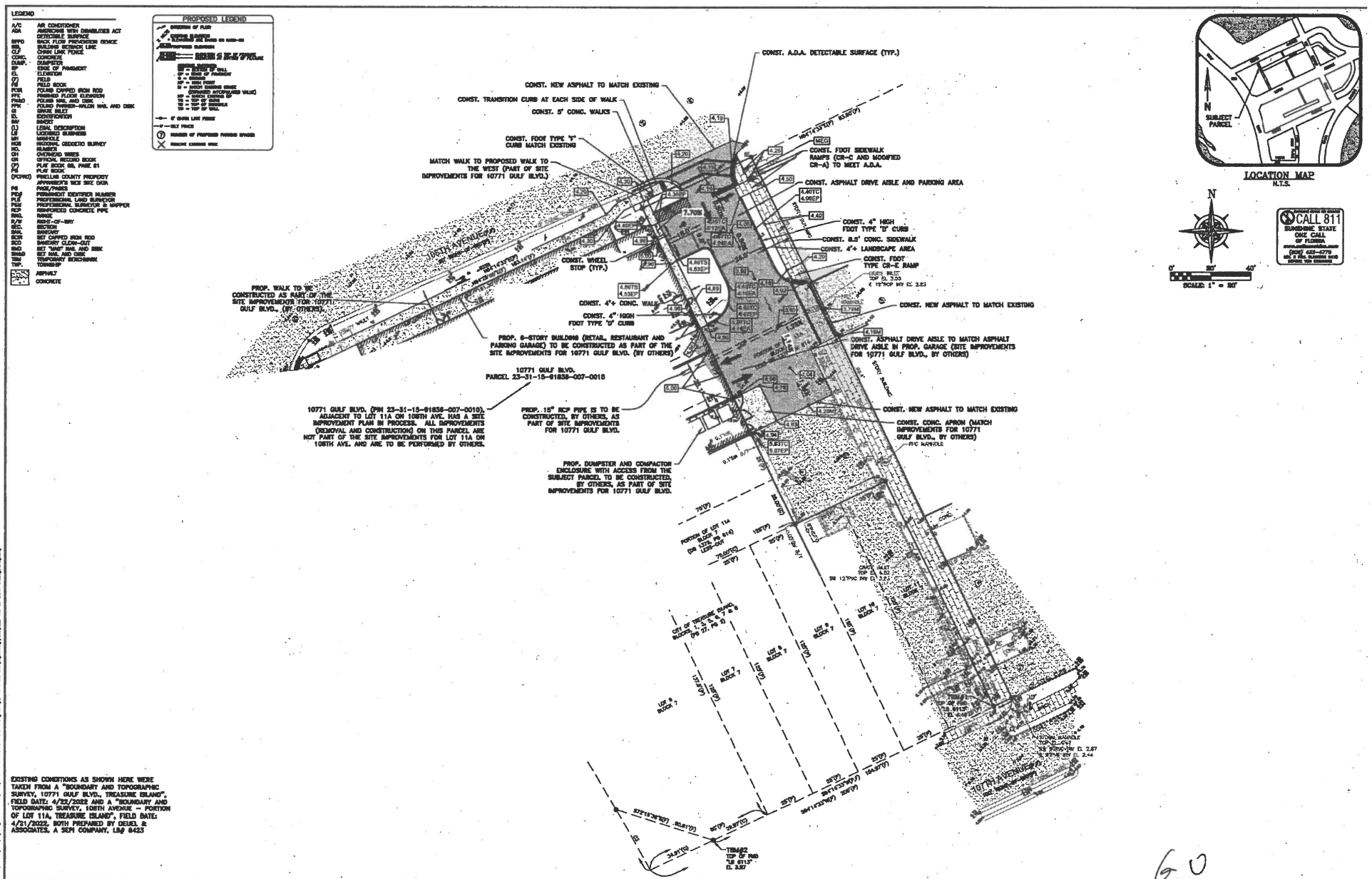
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.DEUELENGINEERING.COM
LICENSED BUSINESS NUMBER 8423

108TH AVENUE – LOT 11A SITE PLAN

TREASURE ISLAND FLORIDA

BRIAN A. BARKER, P.E., 69726

WORK ORDER NO. 9C22.110.00
DATE: SEPTEMBER 15, 2022
SCALE: 1" = 20'
SHEET NO. 3 OF 7



EXISTING CONDITIONS AS SHOWN HERE WERE TAKEN FROM A "BOUNDARY AND TOPOGRAPHIC SURVEY, 10771 GULF BLVD., TREASURE ISLAND", FIELD DATE: 4/22/2022 AND A "BOUNDARY AND TOPOGRAPHIC SURVEY, 108TH AVENUE – PORTION OF LOT 11A, TREASURE ISLAND", FIELD DATE: 4/21/2022, BOTH PREPARED BY DEUEL & ASSOCIATES, A SEPI COMPANY, LB# 8423

REV.#	DATE	REVISION	BY

DESIGN: BAB
DRAWN: FJL
CHECKED: APC

DEUEL & ASSOCIATES
A SEPI COMPANY
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.DEUELENGINEERING.COM
LICENSED BUSINESS NUMBER 8423

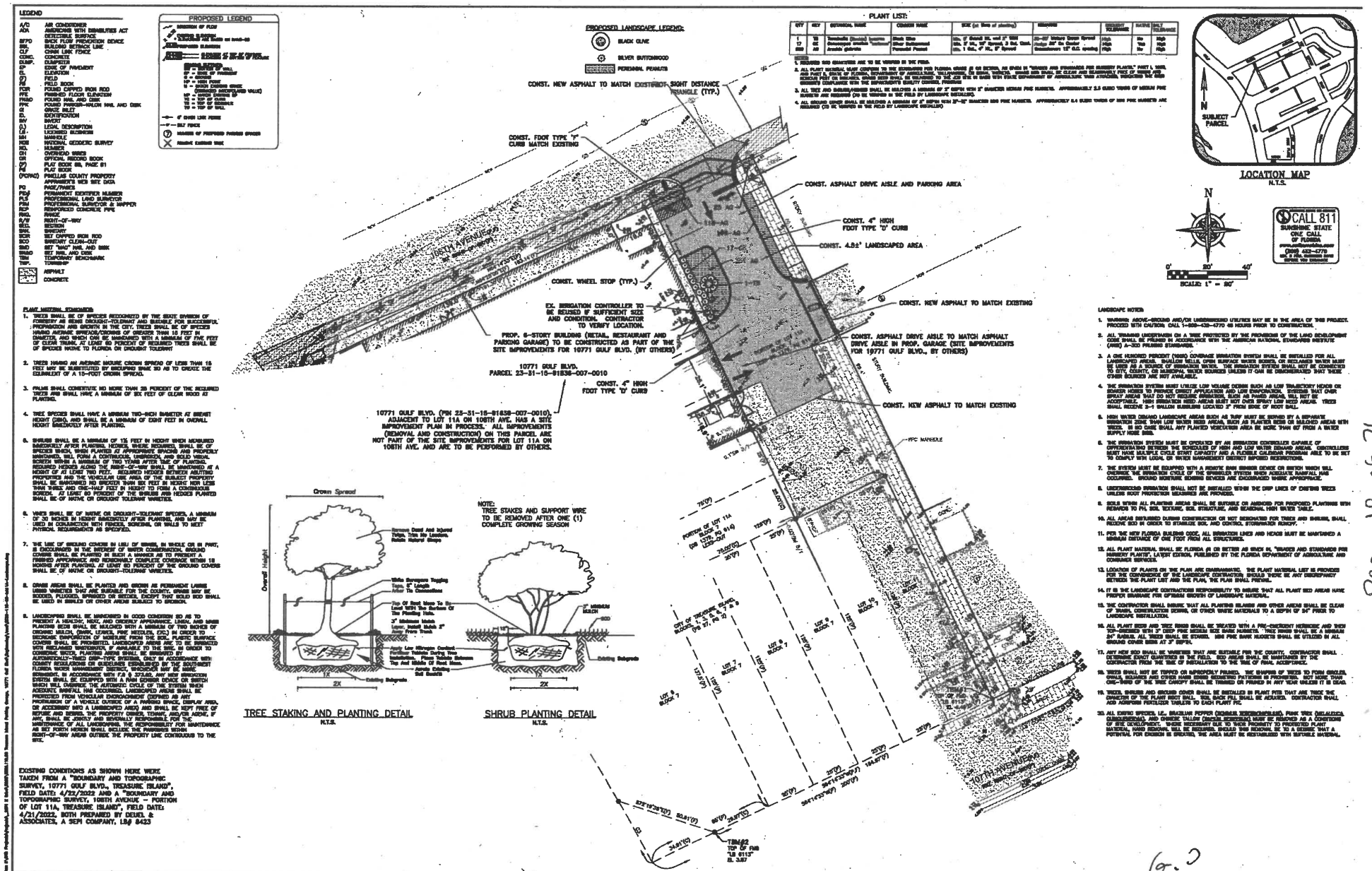
108TH AVENUE – LOT 11A
GRADING & DRAINAGE PLAN

TREASURE ISLAND FLORIDA

BRIAN A. BARKER, P.E., 59726

WORK ORDER NO. 9222.116.00
DATED SEPTEMBER 15, 2022
SCALE 1" = 20'
SHEET NO. 4 OF 7

G.0


LEGEND
PROPOSED LEGEND
PROPOSED LANDSCAPE LEGEND:
BLACK OLIVE
SILVER BUTTONWOOD
PERENNIAL PEANUTS
PLANT LIST:
CONST. NEW ASPHALT TO MATCH EXISTING
SIGHT DISTANCE TRIANGLE (TYP.)
CONST. FDOT TYPE "F" CURB MATCH EXISTING
CONST. ASPHALT DRIVE AISLE AND PARKING AREA
CONST. 4" HIGH FDOT TYPE "D" CURB
CONST. 4.8±' LANDSCAPED AREA
CONST. WHEEL STOP (TYP.)
EX. IRRIGATION CONTROLLER TO BE REUSED IF SUFFICIENT SIZE AND CONDITION. CONTRACTOR TO VERIFY LOCATION.
PROP. 6-STORY BUILDING (RETAIL RESTAURANT AND PARKING GARAGE) TO BE CONSTRUCTED AS PART OF THE SITE IMPROVEMENTS FOR 10771 GULF BLVD. (BY OTHERS)
10771 GULF BLVD.
PARCEL 23-31-15-91836-007-0010
CONST. 4" HIGH FDOT TYPE "D" CURB
CONST. ASPHALT DRIVE AISLE TO MATCH ASPHALT DRIVE AISLE IN PROP. GARAGE (SITE IMPROVEMENTS FOR 10771 GULF BLVD., BY OTHERS)
CONST. NEW ASPHALT TO MATCH EXISTING
10771 GULF BLVD. (PIN 23-31-15-91836-007-0010), ADJACENT TO LOT 11A ON 108TH AVE. HAS A SITE IMPROVEMENT PLAN IN PROCESS. ALL IMPROVEMENTS (REMOVAL AND CONSTRUCTION) ON THIS PARCEL ARE NOT PART OF THE SITE IMPROVEMENTS FOR LOT 11A ON 108TH AVE. AND ARE TO BE PERFORMED BY OTHERS.
108TH AVENUE
SUBJECT PARCEL
LOCATION MAP
N.T.S.
SCALE: 1" = 20'
CALL 811
SUNSHINE STATE ONE CALL OF FLORIDA
(800) 432-4770
Crown Spread
Overall Height
Remove Dead And Injured Twigs, Trim No Leaders, Retain Natural Shape
White Surveyors Tagging Tape, 6' Length Refer To Clearwater
Top Of Root Ball Shall Be Set Level With Or Slightly Above The Finished Soil Grade
3" Minimum Mulch Layer, Install Mulch 3" From Trunk
Apply Low Nitrogen Content Fertilizer Tablets During Tree Installation. Place Tablets Between The And Middle Of Root Ball.
Existing Subgrade
Remove Burlap And Top Half Of Wire Basket
2X
TREE STAKING AND PLANTING DETAIL
N.T.S.
NOTE:
TREE STAKES AND SUPPORT WIRE TO BE REMOVED AFTER ONE (1) COMPLETE GROWING SEASON
3" MINIMUM MULCH
SOD
Existing Subgrade
2X
SHRUB PLANTING DETAIL
N.T.S.
PLANT MATERIAL STANDARDS:
1. TREES SHALL BE OF SPECIES RECOGNIZED BY THE STATE DIVISION OF FORESTRY AS BEING DROUGHT-TOLERANT AND SUITABLE FOR SUCCESSFUL PROPAGATION AND GROWTH IN THE CITY. TREES SHALL BE OF SPECIES HAVING AVERAGE SPREAD/CROWNS OF GREATER THAN 10 FEET IN DIAMETER, AND WHICH CAN BE MAINTAINED WITH A MINIMUM OF FIVE FEET OF CLEAR TRUNK. AT LEAST 65 PERCENT OF REQUIRED TREES SHALL BE OF SPECIES NATIVE TO FLORIDA OR DROUGHT TOLERANT.
2. TREES HAVING AN AVERAGE MATURE CROWN SPREAD OF LESS THAN 15 FEET MAY BE SUBSTITUTED BY GROUPING SAME SO AS TO CREATE THE EQUIVALENT OF A 15-FOOT CROWN SPREAD.
3. PALMS SHALL CONSTITUTE NO MORE THAN 25 PERCENT OF THE REQUIRED TREES AND SHALL HAVE A MINIMUM OF SIX FEET OF CLEAR WOOD AT PLANTING.
4. TREE SPECIES SHALL HAVE A MINIMUM TWO-INCH DIAMETER AT BREAST HEIGHT (DBH), AND SHALL BE A MINIMUM OF EIGHT FEET IN OVERALL HEIGHT IMMEDIATELY AFTER PLANTING.
5. SHRUBS SHALL BE A MINIMUM OF 12± FEET IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING. HEDGES, WHERE REQUIRED, SHALL BE OF SPECIES WHICH, WHEN PLANTED AT APPROPRIATE SPACING AND PROPERLY MAINTAINED, WILL FORM A CONTINUOUS, UNBROKEN, AND SOLID VISUAL SCREEN WITHIN A MINIMUM OF TWO YEARS AFTER TIME OF PLANTING. REQUIRED HEDGES ALONG THE RIGHT-OF-WAY SHALL BE MAINTAINED AT A HEIGHT OF AT LEAST TWO FEET. REQUIRED HEDGES BETWEEN ABUTTING PROPERTIES AND THE VEHICULAR USE AREA OF THE SUBJECT PROPERTY SHALL BE MAINTAINED NO GREATER THAN SIX FEET IN HEIGHT NOR LESS THAN THREE AND ONE-HALF FEET IN HEIGHT TO FORM A CONTINUOUS BORDER. AT LEAST 50 PERCENT OF THE SHRUBS AND HEDGES PLANTED SHALL BE OF NATIVE OR DROUGHT TOLERANT VARIETIES.
6. VINES SHALL BE OF NATIVE OR DROUGHT-TOLERANT SPECIES, A MINIMUM OF 24 INCHES IN HEIGHT IMMEDIATELY AFTER PLANTING, AND MAY BE USED IN CONJUNCTION WITH FENCES, SCREENS, OR WALLS TO MEET PHYSICAL REQUIREMENTS AS SPECIFIED.
7. THE USE OF GROUND COVERS IN LIEU OF SHRUBS, IN WHOLE OR IN PART, IS ENCOURAGED TO THE EXTENT OF WHERE COMPACTION, GROUND COVERS SHALL BE PLANTED IN SUCH A MANNER AS TO PRESENT A FINISHED APPEARANCE AND REASONABLY COMPLETE COVERAGE WITHIN 18 MONTHS AFTER PLANTING. AT LEAST 50 PERCENT OF THE GROUND COVERS SHALL BE OF NATIVE OR DROUGHT-TOLERANT VARIETIES.
8. GRASS AREAS SHALL BE PLANTED AND GROWN AS PERMANENT LAWNS UNLESS WHERE THEY ARE SUBJECT FOR THE DESIGNATED USE MAY BE SODDED, PLUGGED, SPRIGGED OR SEEDED, EXCEPT THAT SOLID SOD SHALL BE USED IN SWALES OR OTHER AREAS SUBJECT TO EROSION.
9. LANDSCAPING SHALL BE MAINTAINED IN GOOD CONDITION SO AS TO PRESENT A HEALTHY, NEAT, AND ORDERLY APPEARANCE. UNDER NO MANS PLANTING BEDS SHALL BE MULCHED WITH A MINIMUM OF TWO INCHES OF ORGANIC MULCH, (BARK, LEAVES, PINE NEEDLES, ETC) IN ORDER TO ENCOURAGE EVAPORATION OF MOISTURE FROM THE SOIL, ORGANIC MULCH COVERS SHALL BE PROHIBITED. LANDSCAPED AREAS ARE TO BE IRRIGATED WITH RECLAIMED WATER, WHERE AVAILABLE TO THE SITE. IN ORDER TO CONSERVE WATER, PLANTING AREAS SHALL BE SERVICED BY AUTOMATICALLY-TIMED DRIP-TYPE SYSTEMS, ONLY IN ACCORDANCE WITH COUNTY REGULATIONS OR GUIDELINES ESTABLISHED BY THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, WHICHEVER MAY BE MORE STRINGENT. IN ACCORDANCE WITH F.S. § 373.62, ANY NEW IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR DEVICE OR SWITCH WHICH WILL OVERRIDE THE AUTOMATIC CYCLE OF THE SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. LANDSCAPED AREAS SHALL BE PROTECTED FROM VEHICULAR ENCROACHMENT (DEFINED AS ANY PROTRUSION OF A VEHICLE OUTSIDE OF A PARKING SPACE, DISPLAY AREA, OR ACCESSWAY INTO A LANDSCAPED AREA) AND SHALL BE KEPT FREE OF REFUSE AND DEBRIS. THE PROPERTY OWNER, TENANT, AND/OR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. THE RESPONSIBILITY FOR MAINTENANCE AS SET FORTH HEREIN SHALL INCLUDE THE PARKWAYS WITHIN RIGHT-OF-WAY AREAS OUTSIDE THE PROPERTY LINE CONTIGUOUS TO THE SITE.
LANDSCAPE NOTES:
1. WARNING: ABOVE-GROUND AND/OR UNDERGROUND UTILITIES MAY BE IN THE AREA OF THIS PROJECT. PROCEED WITH CAUTION. CALL 1-800-432-4770 48 HOURS PRIOR TO CONSTRUCTION.
2. ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE PERFORMED BY A PERSON WITH THE ARBORIST CERTIFICATION FROM THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) A-300 PRUNING STANDARDS.
3. A ONE HUNDRED PERCENT (100%) COVERAGE IRRIGATION SYSTEM SHALL BE INSTALLED FOR ALL LANDSCAPED AREAS. SHALLOW WELLS, OPEN SURFACE WATER SOURCES, OR RECLAIMED WATER MUST BE USED AS A SOURCE OF IRRIGATION WATER. THE IRRIGATION SYSTEM SHALL NOT BE CONNECTED TO CITY, COUNTY, OR MUNICIPAL WATER SOURCES UNLESS 17 GAL IS DEMONSTRATED THAT THESE OTHER SOURCES ARE NOT AVAILABLE.
4. THE IRRIGATION SYSTEM MUST UTILIZE LOW VOLUME DESIGN SUCH AS LOW TRAJECTORY HEADS OR BUBBLER HEADS TO PROVIDE DIRECT APPLICATION AND LOW EVAPORATION. SYSTEMS THAT OVER SPRAY AREAS THAT DO NOT REQUIRE IRRIGATION, SUCH AS PAVED AREAS, WILL NOT BE ACCEPTABLE. HIGH IRRIGATION NEED AREAS MUST NOT OVER SPRAY LOW NEED AREAS. TREES SHALL RECEIVE 2-4 GALLON BUBBLERS LOCATED 3" FROM SIDE OF ROOT BALL.
5. HIGH WATER DEMAND LANDSCAPE AREAS SUCH AS TURF MUST BE SERVED BY A SEPARATE IRRIGATION ZONE THAN LOW WATER NEED AREAS, SUCH AS PLANTER BEDS OR MULCHED AREAS WITH TREES. IN NO CASE SHALL ANY PLANTED VEGETATION AREA BE MORE THAN 60' FROM A WATER SUPPLY HOSE BIBB.
6. THE IRRIGATION SYSTEM MUST BE OPERATED BY AN IRRIGATION CONTROLLER CAPABLE OF DIFFERENTIATING BETWEEN THE SCHEDULES OF HIGH AND LOW WATER DEMAND AREAS. CONTROLLERS MUST HAVE MULTIPLE CYCLE START CAPACITY AND A FLEXIBLE CALENDAR PROGRAM ABLE TO BE SET TO COMPLY WITH LOCAL OR WATER MANAGEMENT DISTRICT IMPOSED RESTRICTIONS.
7. THE SYSTEM MUST BE EQUIPPED WITH A REMOTE RAIN SENSOR DEVICE OR SWITCH WHICH WILL OVERRIDE THE IRRIGATION CYCLE OF THE SPRINKLER SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. GROUND MOISTURE SENSING DEVICES ARE ENCOURAGED WHERE APPROPRIATE.
8. UNDERGROUND IRRIGATION SHALL NOT BE INSTALLED WITHIN THE DRIP LINES OF EXISTING TREES UNLESS ROOT PROTECTION MEASURES ARE PROVIDED.
9. SOD A MINIMUM OF 6' BEHIND ALL CURBS.
10. ALL AREAS DISTURBED DURING CONSTRUCTION OR NOT DESIGNATED FOR TREES AND SHRUBS, SHALL RECEIVE SOD IN ORDER TO STABILIZE SOIL AND CONTROL STORMWATER RUNOFF.
11. PER THE NEW FLORIDA BUILDING CODE, ALL IRRIGATION LINES AND HEADS MUST BE MAINTAINED A MINIMUM DISTANCE OF FIVE FEET FROM ALL STRUCTURES.
12. ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER AS SUCH IN, "GRADES AND STANDARDS FOR NURSERY PLANTS", LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
13. LOCATION OF PLANTS ON THE PLAN ARE DIAGRAMMATIC. THE PLANT MATERIAL LIST IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLANT LIST AND THE PLAN, THE PLAN SHALL PREVAIL.
14. IT IS THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO ENSURE THAT ALL PLANT BED AREAS HAVE PROPER DRAINAGE FOR OPTIMUM GROWTH OF LANDSCAPE MATERIAL.
15. THE CONTRACTOR SHALL ENSURE THAT ALL PLANTING ISLANDS AND OTHER AREAS SHALL BE CLEAN OF TRASH, CONSTRUCTION DEBRIS, OR OTHER WASTE MATERIALS TO A DEPTH OF 24" PRIOR TO LANDSCAPE INSTALLATION.
16. ALL PLANT BEDS AND TREE RINGS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE AND SIDE DRESSED WITH 3" DEEP PINE MEDIA SIZE BARK NUGGETS. TREE RINGS SHALL BE A MINIMUM 24" RADIUS. ALL TREES SHALL BE STAKED. 3/8 PINE BARK NUGGETS SHALL BE UTILIZED IN ALL GROUND COVER BEDS AT 3" DEPTH.
17. ANY NEW SOD SHALL BE WARRANTED THAT ARE SUITABLE FOR THE COUNTY. CONTRACTOR SHALL REPLACE DEAD OR UNSATISFACTORY SOD IN FIELD. SOD AREA SHALL BE MAINTAINED BY THE CONTRACTOR FROM THE TIME OF INSTALLATION TO THE TIME OF FINAL ACCEPTANCE.
18. TREES SHALL NOT BE TOPPED OR IMPROPERLY PRUNED. THE STAKING OF TREES TO FORM GIRDLES, TWINE, ELBOWS AND OTHER MAN MADE DEFORMITIES OR PATTERNS IS PROHIBITED. NOT MORE THAN ONE-THIRD OF THE TREE CANOPY SHALL BE TRIMMED OR PRUNED IN ANY YEAR UNLESS IT IS DEAD.
19. TREES SHALL BE PLANTED AND GROWN OTHER SHALL BE INSTALLED IN PLANT PITS THAT ARE TWICE THE DIAMETER OF THE PLANT BALL. SOIL, ROCK FILL SHALL BE REMOVED. CONTRACTOR SHALL ADD ADEQUATE FERTILIZER TABLETS TO EACH PLANT PIT.
20. ALL EXISTING SPECIES, I.E., BRAZILIAN PEPPER (SCHINUS TEREBINTHIFOLIUS), PUNK TREE (MELALEUCA QUINQUENERVIA), AND CHINESE TALLOW (SAPIUM SEBIFERUM) MUST BE REMOVED AS A CONDITION OF SITE DEVELOPMENT. WHERE NECESSARY DUE TO TREE PROXIMITY TO PROTECTED PLANT MATERIAL, HAND REMOVAL WILL BE REQUIRED. SHOULD THIS REMOVAL BE TO A DEGREE THAT A POTENTIAL FOR EROSION IS CREATED, THE AREA MUST BE REESTABLISHED WITH SUITABLE MATERIAL.
EXISTING CONDITIONS AS SHOWN HERE WERE TAKEN FROM A "BOUNDARY AND TOPOGRAPHIC SURVEY, 10771 GULF BLVD., TREASURE ISLAND", FIELD DATE: 4/22/2022 AND A "BOUNDARY AND TOPOGRAPHIC SURVEY, 108TH AVENUE – PORTION OF LOT 11A, TREASURE ISLAND", FIELD DATE: 4/21/2022. BOTH PREPARED BY DEUEL & ASSOCIATES, A SEPI COMPANY, LB# 8423
DEUEL & ASSOCIATES
A SEPI COMPANY
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.DEUELENGINEERING.COM
LICENSED BUSINESS NUMBER 8423
108TH AVENUE – LOT 11A
LANDSCAPE PLAN
TREASURE ISLAND
FLORIDA
LEROY CHIN, FL #LA 1308
WORK ORDER NO. 22.118.00
DATE: SEPTEMBER 15, 2022
SCALE: 1" = 20'
SHEET NO. 6 OF 7
DESIGN BAB
DRAWN PJL
CHECKED APC
REV.# DATE REVISION BY

GENERAL CONSTRUCTION NOTES

1. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
2. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL CHECK THE PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
4. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES, AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES, IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES, IN ADVANCE OF CONSTRUCTION, BY CALLING "SUNSHINE" AT 1-800-432-4770. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES NOT INCLUDED IN THE "SUNSHINE" PROGRAM.
5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
6. ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION.
8. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER'S ENGINEER, SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS WHICH ARE TO BE USED. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. ALL SHOP DRAWINGS ARE TO BE REVIEWED AND APPROVED BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER'S ENGINEER.
9. AT LEAST THREE (3) WORKING DAYS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES, AND SUPPLY THEM WITH ALL REQUIRED SHOP DRAWINGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, AND OTHER INFORMATION AS REQUIRED. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER, OR WITHOUT AGENCY INSPECTOR PRESENT, MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
10. BACKFILL MATERIAL SHALL BE SOILDLY TAMPED AROUND PIPE IN 6" LAYERS UP TO A LEVEL OF AT LEAST ONE FOOT ABOVE THE TOP OF THE PIPE IN AREAS TO BE PAVED. BACKFILL SHALL BE COMPACTED TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
11. SITE WORK CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF AT LEAST 3,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED.
12. ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION IS TO BE ALLOWED.
13. ALL DISTURBED AREAS WHICH ARE NOT TO BE SODDED, ARE TO BE SEEDED AND MULCHED TO DOT STANDARDS, AND MAINTAINED UNTIL A SATISFACTORY STAND OF GRASS, ACCEPTABLE TO THE REGULATORY AGENCY AND OWNERSHIP OF RECORD, HAS BEEN OBTAINED. ANY WASHOUTS, RESEEDING, RESODDING, AND OTHER EROSION WORK REQUIRED, WILL BE PERFORMED BY THE CONTRACTOR, UNTIL THE SYSTEM IS ACCEPTED FOR MAINTENANCE, BY THE REGULATORY AGENCY AND OWNERSHIP OF RECORD.
14. THE SOILS ENGINEER IS TO SUPPLY THE ENGINEER WITH A PHOTOCOPY OF ALL CONSTRUCTION TESTS, AND ASPHALT RESULTS. THE SOILS ENGINEER IS TO CERTIFY TO THE ENGINEER OF RECORD, IN WRITING, THAT ALL FIELDS REQUIREMENTS, REQUIRED BY THE LOCAL REGULATORY AGENCY, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, HAVE BEEN MET. FOR THE IMPROVEMENTS, AS REQUIRED BY THE ENGINEERING CONSTRUCTION DRAWINGS, HAVE BEEN SUBMITTED.
15. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED PLANS AND PERMITS AT THE CONSTRUCTION SITE.
16. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS FOR CONSTRUCTION SITE SAFETY.
17. ALL SODDING, SEEDING AND MULCHING SHALL INCLUDE WATERING AND FERTILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE AREAS UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY THE OWNER.
18. SAFE PEDESTRIAN TRAFFIC IS TO BE MAINTAINED AT ALL TIMES.
19. SIDEWALKS ARE TO BE RECONSTRUCTED WITHIN THREE (3) DAYS AFTER REMOVAL. WHEN EXISTING SIDEWALK IS REMOVED, IT IS TO BE REMOVED TO THE NEAREST JOINT.
20. PLACE EXPANSION JOINTS WHERE 4" AND 6" CONCRETE MEET.
21. SAW CUT EXISTING EDGE-OF-PAVEMENT PRIOR TO REMOVAL OF CURB AND PLACEMENT OF ASPHALT.
22. COMPACTION FOR PIPE BACKFILL SHALL COMPLY WITH AASHTO T-99 (100 %).
23. DISTURBED AREA WITHIN THE RIGHT-OF-WAY WILL BE COMPACTED TO 100% OF MAXIMUM DENSITY AND SODDED.
24. DO NOT DISTURB EXISTING UNDERDRAIN OR STORM SYSTEMS. IF FILTRATION BED IS DISTURBED, CONTACT THE AREA INSPECTOR WITH THE COUNTY/CITY HIGHWAY DEPARTMENT FOR ASSISTANCE.
25. COORDINATE THE CUTTING OF SPRINKLERS WITH OWNER PRIOR TO CUT. ALL DRIVEWAYS WILL BE IN PASSABLE CONDITION AT END OF WORK DAILY.
26. CONCRETE DRIVEWAYS PERMITTED TO BE CUT ARE TO BE RESTORED WITH 6" OF 3000 PSI CONCRETE WITH 6" X 6" X 10 GAUGE WWF WELDED FABRIC. PLACE 1/2" EXPANSION JOINT BETWEEN BACK OF CURB AND NEW PAVING. ANY PORTION OF DRIVEWAY CUT OUT THAT BECOMES UNDERMINED WILL BE REMOVED PRIOR TO CONCRETE BEING PLACED. COMPACTED GRADING IN EMBEDMENTS ARE TO BE BOOSTERED IN THIN LIFTINGS OR THAT SECTION REPLACED AT THE COUNTY/CITY HIGHWAY DEPARTMENTS OPTION. ASPHALTIN PATCH TO BE MECHANICALLY TAMPED PRIOR TO PLACING CONCRETE. MINIMUM REPAIR WORK TO BE 8' WITH NO SECTION LEFT SMALLER THAN 4'.
27. ASPHALT DRIVES PERMITTED TO BE CUT ARE TO BE RESTORED UTILIZING THE SAME MATERIAL AS EXISTING BASE WITH MINIMUM 6" THICKNESS, COMPACTED AND PROOFED. ASPHALT IS TO MATCH EXISTING THICKNESS WITH A MINIMUM OF 1 1/2". THICKNESS. ASPHALT TO BE FC-3 OR ALTERNATE APPROVED BY THE COUNTY/CITY HIGHWAY DEPARTMENT PRIOR TO USE. ASPHALT IS TO BE COMPACTED TO 98% DENSITY REQUIREMENTS FOR FC-3. RECEIPTS AND DELIVERY TICKETS SHOULD REFLECT SUPPLIER AND MIX CERTIFICATION AS TO TYPE OF ASPHALT SUPPLIED.
28. TYPE OF SOD USED TO RESTORE OWNER-MAINTAINED AREA IN RIGHT OF WAY SHALL BE COORDINATED WITH OWNER.
29. NO STOCKPILING OF MATERIAL IN ROADWAY OR ON SIDEWALK. ALL DIRT AND DEBRIS WILL BE REMOVED FROM SITE DAILY. ROADS ARE SWEPT AS NEEDED TO BE SWEPT DAILY AS PART OF DAILY CLEAN-UP.
30. ANY PORTION OF THE ROADWAY THAT SUFFERS EXCESSIVE CONSTRUCTION RELATED DAMAGE, IN THE OPINION OF THE COUNTY/CITY HIGHWAY DEPARTMENT, SHALL BE REPAIRED AT CONTRACTOR EXPENSE IN A MANNER DICTATED BY THE COUNTY/CITY HIGHWAY DEPARTMENT.
31. THE PERMITTEE'S ATTENTION IS DIRECTED TO THE PROVISIONS OF THE TRENCH SAFETY ACT (FLORIDA STATUTES, SECTION 553.60 ET. SEQ.), AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EXCAVATION SAFETY STANDARDS (29 C.F.R. SECTION 1926.650, SUBPART P) WHICH SHALL APPLY TO CONSTRUCTION, OPERATION AND MAINTENANCE PURSUANT TO THIS PERMIT.
32. NOTIFY PROPERTY OWNERS REGARDING SPRINKLER SYSTEMS, PLANTS AND MAIL BOXES THAT WILL BE DISTURBED DURING CONSTRUCTION PRIOR TO STARTING WORK.
33. PRIOR TO COMMENCEMENT OF WORK AND/OR PRIOR TO START OF RESTORATION, COORDINATE THROUGH A "WALK-THROUGH" WITH COUNTY/CITY HIGHWAY DEPARTMENT REPRESENTATIVE TO ENSURE MUTUAL AGREEMENT REGARDING SUCH MATTERS AS EXTENT OF ROADWAY TO BE OVERLAID AFTER PATCHING, THE EXTENT OF DRIVEWAY REPLACEMENT - ESPECIALLY CONCRETE, ETC..
34. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A SAFE AND EASILY ACCESSIBLE PAVED OR REPAVED PATHWAY FOR PEDESTRIAN TRAFFIC THROUGH THE WORK ZONE FOR THE DURATION OF THE CONSTRUCTION PROJECT. IF THE PATHWAY CAN ALLOW A DESIGNATED SCHOOL-WALKING ROUTE THEN THE CONTRACTOR SHALL ADDITIONALLY ASSIGN SIGNS AND/OR GUIDANCE TO THE SCHOOL AGED STUDENTS AS THEY TRAVERSE THRU THE WORK ZONE.

GRADING AND DRAINAGE NOTES

1. ALL OBJECTIONOUS SURFACE MATERIAL (E.G. MUCK, PEAT, BURIED DEBRIS), IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS, OR AS DIRECTED BY THE OWNER'S ENGINEER, OR OWNER'S SOIL TESTING COMPANY. OBJECTIONOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING, OR OTHERS, AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED.
3. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS.
4. PVC STORM PIPE, 12" AND SMALLER SHALL CONFORM TO ASTM D-3033, CLASS 150 STANDARDS, UNLESS OTHERWISE NOTED.
5. ALL DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL BE TRAFFIC RATED FOR H-20 LOADING.
6. THE CONTRACTOR IS TO SOD THE RETENTION/DETENTION POND AS INDICATED ON PLANS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE POND.
7. MATERIALS AND CONSTRUCTION METHODS FOR STREETS AND STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY.

ADA ACCESSIBLE PATHS SHALL MEET THE FOLLOWING

1. ADA PATH SHALL HAVE A MAXIMUM 1:48 (2.33%) CROSS SLOPE.
2. IF THE ADA PATH DOES NOT TERMINATE AT A DRIVE AISLE AND HAS A LONGITUDINAL SLOPE THAT IS GREATER THAN 1:20 (5.00%) AND LESS THAN 1:12 (8.33%) ADA RAILINGS WILL BE REQUIRED.
3. IN THE EVENT THE ADA PATH IS CONSTRUCTED WITH A LONGITUDINAL SLOPE THAT IS GREATER THAN 1:12 (8.33%) OR THE CROSS SLOPE IS GREATER THAN 1:48 (2.08%) WILL REQUIRE THAT PORTION OF SIDEWALK BE REMOVED AND REBUILT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE DEVELOPER/OWNER.

PAVING NOTES

1. PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENGINEER FOR APPROVAL.
2. THE CONTRACTOR IS TO PROVIDE A 1/2" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER, AT ABUTMENT OF CONCRETE AND ANY STRUCTURE.
3. ALL PAVEMENT STRIPING MARKINGS SHALL BE MADE WITH TRAFFIC PAINT IN ACCORDANCE TO FDOT STANDARD SPECIFICATIONS 971-12 OR 971-13. PARKING STALL STRIPING TO BE 4" WIDE PAINTED WHITE STRIPES.
4. THE CONTRACTOR IS TO INSTALL EXTRA BASE MATERIAL WHEN THE SUBGRADE BETWEEN THE CURB AND PAVEMENT EDGE IS LESS THAN 24 INCHES AND THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE (12) INCHES.
5. STANDARD INDICES REFER TO THE LATEST EDITION OF FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS".

PAVING, GRADING & DRAINAGE TESTING AND INSPECTION REQUIREMENTS

1. THE STORM DRAINAGE PIPING AND FILTRATION SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S SOILS ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL.
2. THE CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE SYSTEMS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING SCHEDULE FOUND IN THE ENGINEERING CONSTRUCTION DRAWINGS. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER MUST SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

WATER SYSTEM NOTES

1. ALL WATER MAINS SHALL HAVE A MINIMUM OF 30 INCHES OF COVER
2. ALL WATER SYSTEM WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS.
3. ALL PVC WATER MAINS 4" THROUGH 12" SHALL BE IN ACCORDANCE WITH AWWA C-900. PIPE SHALL BE CLASS 150 AND MEET THE REQUIREMENTS OF SDR 18 IN ACCORDANCE WITH ASTM D-2241.
4. WATER MAINS LESS THAN 4" SHALL BE PVC SCH80.
5. ALL FITTINGS 3" AND SMALLER SHALL BE PVC SCH21 WITH PVBM ON JOINTS. NO SOLVENT CEMENT WELD PIPE OR FITTINGS SHALL BE USED.
6. ALL GATE VALVES 3" OR LARGER SHALL BE RESILIENT SEAT OR RESILIENT WEDGE MEETING THE REQUIREMENTS OF AWWA C509
7. ALL FIRE HYDRANTS SHALL MEET THE REQUIREMENTS OF AWWA C502 AND SHALL NOT BE LESS THAN 5 FEET IN BURY DEPTH.
8. THE CONTRACTOR IS TO INSTALL TEMPORARY BLOW-OFFS AT THE END OF WATER SERVICE LATERALS TO ASSURE ADEQUATE FLUSHING AND DISINFECTION.
9. MATERIALS AND CONSTRUCTION METHODS FOR WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY CODES.
10. THE IRRIGATION SYSTEM SHALL HAVE COLOR CODED PIPING AND LABELING ON THE PIPE TO INSURE DIFFERENTIATION FROM POTABLE WATER PIPING.
11. JOINT RESTRAINTS SHALL BE USED AS REQUIRED BY CITY/COUNTY SPECIFICATIONS. NO THRUST BLOCKS SHALL BE USED.

WATER SYSTEM TESTING AND INSPECTION REQUIREMENTS

1. ALL COMPONENTS OF THE WATER SYSTEM, INCLUDING FITTINGS, HYDRANTS, CONNECTIONS, AND VALVES SHALL REMAIN UNCOVERED UNTIL PROPERLY PRESSURE TESTED AND ACCEPTED BY THE OWNER'S ENGINEER. PRESSURE TESTS TO BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY SPECIFICATIONS. CONTRACTOR TO NOTIFY OWNER'S ENGINEER AND WATER DEPARTMENT INSPECTORS 48 HOURS IN ADVANCE OF PERFORMING TESTS.
2. CONTRACTOR TO PERFORM CHLORINATION, BACTERIOLOGICAL SAMPLING SHALL BE BY THE LOCAL PUBLIC HEALTH UNIT AND/OR LOCAL UTILITY. CONTRACTOR SHALL OBTAIN CLEARANCE LETTER FROM REGULATORY AGENCY. COPIES OF ALL BACTERIOLOGICAL TESTS TO BE SUBMITTED TO OWNER'S ENGINEER.

HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR SEWER FORCE MAINS AND RECLAIMED WATER PIPELINES

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST NINE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED "VACUUM-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND "VACUUM-TYPE SANITARY SEWERS SHALL BE INCREASED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

(C) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE; HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C. SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE; HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C.

SANITARY SEWER NOTES

1. ALL SANITARY SEWER MAINS & LATERALS SHALL HAVE A MINIMUM OF 30 INCHES OF COVER.
2. ALL SANITARY SEWER MAINS & SERVICE LATERALS SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE PIPE, SDR 35 OR AS OTHERWISE INDICATED ON THE CONSTRUCTION DRAWINGS.
3. ALL SANITARY SEWER WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS.
4. PRIOR TO COMMENCING WORK WITH, BENEATH CONNECTING INTO WORK TO EXISTING LINES OR APPURTENANCES, THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF EXISTING CONNECTION POINT AND NOTIFY OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.
5. PVC PIPE AND FITTINGS SHALL CONFORM TO ASTM SPECIFICATIONS DESIGNATION D-3034-77d, MA. SER. 35. INSTALLATION OF SDR 35 PIPE SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF ASTM SPECIFICATION SECTION D3350. ALL SANITARY SEWER PIPELINES SHALL BE SOLID GREEN IN COLOR.
6. ALL PVC FORCE MAINS SHALL BE CLASS 200, SDR 21, COLOR GREEN, WITH A GREEN MARKING TAPE A MINIMUM OF 3" WIDE, PLACED 1 FOOT BELOW THE PROPOSED GRADE. THE PRINTING ON THE MARKING TAPE SHOULD READ "FORCE MAIN".
7. ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.50 (AWWA C 150) AND ANSI A21.51 (AWWA C 151). DUCTILE IRON PIPE SHALL BE PROVIDED WITH NOT LESS THAN AN ASPHALTIC COATING IN ACCORDANCE WITH ANSI A 21.6, OR A 21.51.
8. ALL SANITARY SEWER MANHOLE FRAME AND SANITARY SEWER FORCE MAINS THAT ARE LOCATED IN ROADWAYS SHALL BE POLISHED OR SHINY LINED.
9. ALL SANITARY SEWER COVERS SHALL BE TRAFFIC RATED FOR H-20 LOADING.

SANITARY SEWER TESTING AND INSPECTION REQUIREMENTS

1. ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO A TELEVISION INSPECTION BY THE OWNER'S CONTRACTOR. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.
2. THE CONTRACTOR SHALL PERFORM AN EXFILTRATION TEST ON ALL GRAVITY SEWERS INSTALLED IN ACCORDANCE WITH THE REGULATION AGENCY HAVING JURISDICTION. MAXIMUM ALLOWABLE LEAKAGE RATE: 200 GPD PER INCH DIAMETER PER MILE. TEST RESULTS ARE TO BE SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.
3. ALL FORCE MAINS SHALL BE SUBJECT TO A HYDROSTATIC PRESSURE TEST IN ACCORDANCE WITH THE REGULATION AGENCY HAVING JURISDICTION, AND TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.

S.W.P.P.P.(N.P.D.E.S.) / EROSION CONTROL NOTES

1. DURING CONSTRUCTION SEDIMENT IS TO REMAIN ON SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO STARTING AND DURING ALL PHASES OF LAND CLEARING AND CONSTRUCTION TO PREVENT SOIL EROSION AND SILTATION.
2. ROUGH EXCAVATE RETENTION AREAS.
3. GRADE ALL SURFACE DRAINAGE TOWARD RETENTION AREA DURING CONSTRUCTION.
4. AFTER PAVING, GRADE RETENTION AREAS TO CONTOURS, SHAPE AS SHOWN AND SOD.
5. ALL DISTURBED CONDITIONS SHALL BE RESTORED TO NATURAL CONDITIONS OR BETTER.
6. ALL SIDE SLOPES OF RETENTION OR SWALE AREAS SHALL BE STABILIZED BY VEGETATION OR OTHER MATERIALS TO MINIMIZE EROSION AND PROTECT THE STORMWATER SYSTEM.

NOTE: PLAN COMPLETE, SHOWN OR UNKNOWN, WITH OTHER EXISTING SITE IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ADJUSTMENTS AND PROTECT OR REINSTALL ALL DISTURBED EXISTING UTILITIES, PHONE LINES, ELECTRIC LINES, POWER SUPPLY CABLES, SPRINKLER LINES AND CONTROLS, MECHANICAL EQUIPMENT OR APPURTENANCES, FENCING CHECKS AND RETURN CRIMPED CONCRETE VALVE, TRANSFORMER PADS, PRECAST HANDHOLES OR SIMILAR ITEMS. ALL DISTURBED EXISTING ITEMS SHALL BE REPAIRED OR REINSTALLED AS INCIDENTAL TO THE COST OF WORK SHOWN HEREUNDER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY ALL UTILITIES PRIOR TO ANY CONSTRUCTION.

NOTE: REQUIRED EROSION CONTROL MEASURES MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. FAILURE TO INSTALL OR PROPERLY MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS, AS PROVIDED BY CHAPTER 403-4.2 (5) F.A.C. WITH A MAXIMUM CIVIL PENALTY PROCEDURES PURSUANT TO SECTION 373.129, F.A.C. CAN RESULT IN A PENALTY NOT TO EXCEED $10,000 PER OFFENSE WITH EACH DAY DURING WHICH SUCH VIOLATION OCCURS CONSTITUTING A OFFENSE.

MAINTENANCE AND OPERATIONAL INSTRUCTIONS FOR STORMWATER DISCHARGE FACILITY

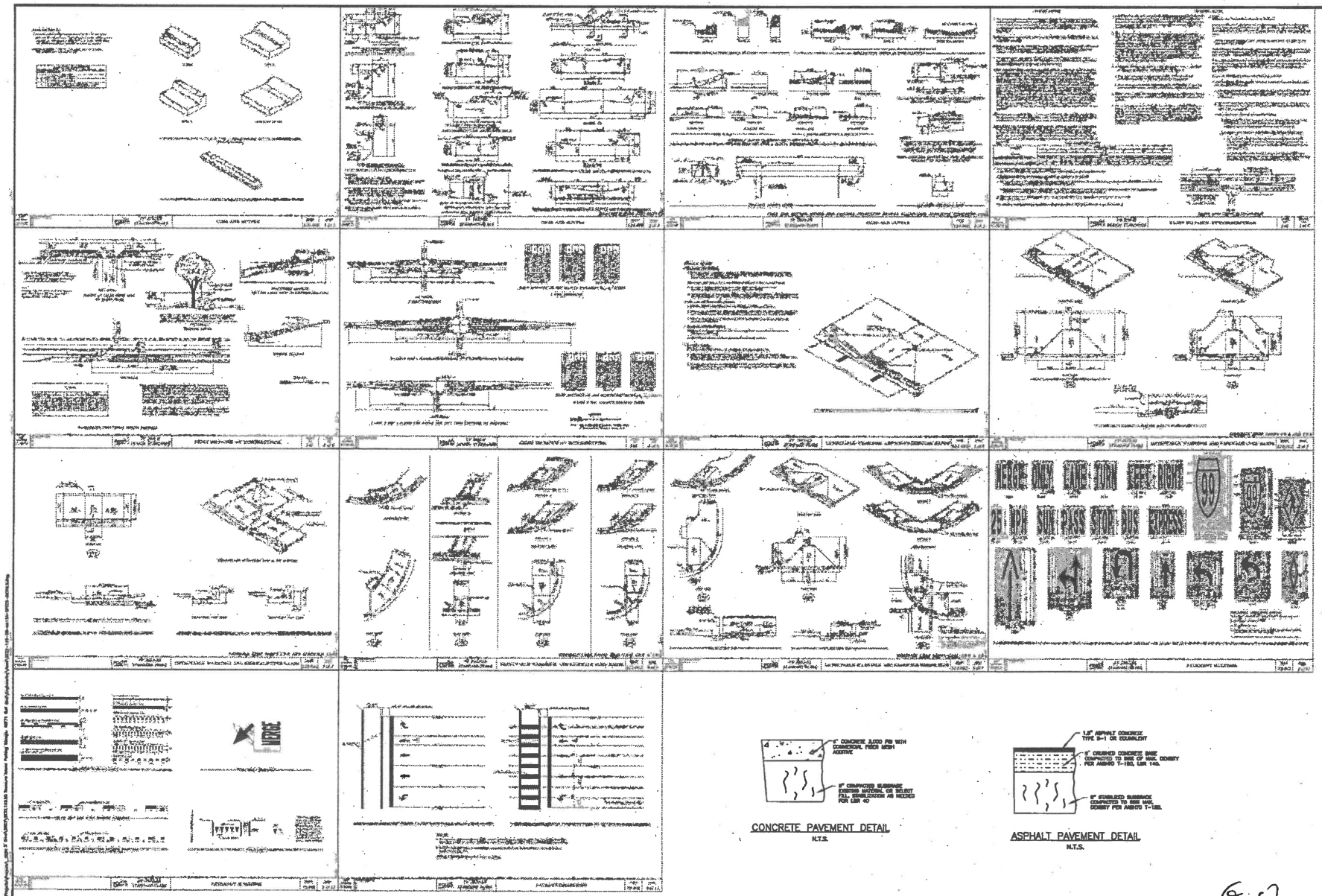
1. ALL SODDED AREAS SHALL BE MOWED AND MAINTAINED PROPERLY.
2. UNDER NO CIRCUMSTANCES SHALL THE RETENTION AREA BE FILLED WITH ANY OTHER SUBSTANCES THAN STORMWATER.
3. SWALE AREAS SHALL BE KEPT CLEAN AND FREE OF ANY OBSTRUCTIONS.
4. IF DAMAGE TO THE SYSTEM DOES OCCUR, THE SYSTEM SHALL BE RECONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLAN.

OPERATION & MAINTENANCE OF THE STORMWATER SYSTEM

THE OWNER SHALL PERIODICALLY MONITOR THE STORMWATER SYSTEM TYPE CONVEYANCE, SYSTEM AND AREA—SWALE SYSTEMS FOR SILT AND SEDIMENTATION BUILD UP. THE PIPE CONVEYANCE SYSTEM SHALL BE FLUSHED, AS NEEDED (RECOMMENDED AT LEAST ONCE EVERY 5 YEARS). ALL MATERIAL SHALL BE COLLECTED DOWNSTREAM AND REMOVED. THE OWNER WILL BE RESPONSIBLE TO MAKE SURE THAT TO THE BEST OF HIS ABILITY THAT NOTHING IS DUMPED INTO THE SYSTEM STORMWATER THAT COULD DETERIORATE THE FUNCTIONING CAPABILITIES OF THE SYSTEM, I.E. MASONRY, OIL, GREASE, CHEMICALS, ETC...

CLEARING AND GRUBBING NOTES

1. PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN ON THE CONSTRUCTION PLANS SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY'S TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE BARRIERS IN GOOD CONDITION. NO TREES SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER.
2. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO REMAINING ACTIVE, CONSTRUCTION IN ACCORDANCE WITH THE SOILS TESTING REPORT. COPIES OF THE SOILS REPORT ARE AVAILABLE THROUGH THE OWNER OR THE SOILS TESTING COMPANY. CONSTRUCTION SEQUENCING SITE PREPARATION REQUIREMENTS DESCRIBED IN THE SOILS REPORT ARE TO BE DIRECTED TO THE SOILS TESTING COMPANY.
3. THE CONTRACTOR SHALL CLEAR AND GRUB, ONLY THOSE PORTIONS OF THE SITE, NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION.
4. THE TOP 4" TO 6" OF NATURAL REMAINED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER.
5. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS. ONLY "BRUSHING BY HAND" IS PERMITTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO REMAIN.
6. THE CONTRACTOR IS TO OBTAIN ALL NECESSARY PERMITS FOR REMOVING ANY EXISTING STRUCTURES.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE AND WILL BE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ALL UNDERGROUND AND ABOVE GROUND STRUCTURES THAT WILL NOT BE INCORPORATED WITH THE NEW FACILITIES. SHOULD ANY STRUCTURES EXIST WITH THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE OWNER AND REQUESTING A CLARIFICATION OF THE PLANS PRIOR TO DEMOLITION.
9. DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED HAY BALES, SOD STONE, ETC., WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
10.



CONCRETE PAVEMENT DETAIL
N.T.S.

ASPHALT PAVEMENT DETAIL
N.T.S.

6.0

REV #	DATE	REVISION	BY

DESIGN: SAB
DRAWN: FJL
CHECKED: APC

DEUEL & ASSOCIATES
A SEPI COMPANY

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.DEUELENGINEERING.COM
LICENSED BUSINESS NUMBER 8423

108TH AVE. –LOT 11A
CONSTRUCTION DETAILS

TREASURE ISLAND FLORIDA

BRIAN A. BARKER, P.E., 69735

WORK ORDER NO.: SE22.119.00
DATE: MAY 24, 2022
SCALE: AS SHOWN
SHEET NO. 7 OF 7

Exhibit D

Prepared by and return to:
Jennifer R. Cowan, Esq.
Bryant Miller Olive, P.A.
201 N Franklin St., Suite 2700
Tampa, FL 33602

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is made and entered into this ___ day of _____, 2023, ("Effective Date")by and between 10771 Gulf Boulevard LLC, a Florida Limited Liability Company, whose address is 4100 N. 28th Terrace Hollywood, FL 33020-1116 ("Contractor"), and the City of Treasure Island, a Florida municipal corporation, whose address is 120 108th Ave, Treasure Island, FL 33706 ("City")(collectively, the "Parties").

WHEREAS, the City is the fee simple owner of that certain real property located between 107th Avenue and 108th Avenue, Treasure Island, Florida as more particularly described as Treasure Island, City of Block 7, Lot 11-A Less West 75 Feet of South 25 Feet of North 175 Feet, according to the map or plat thereof as recorded in Plat Book 27, Page 2, of the Public Records of Pinellas County, Florida ("City Property"), as shown on Exhibit A, which is attached to and incorporated in this Easement; and

WHEREAS, Contractor is a property owner in the City, and is the fee simple owner of real property located within the City ("Contractor's Property"), as shown on Exhibit B, which is attached to and incorporated in this Easement; and

WHEREAS, Contractor is renovating Contractor's Property, which abuts the City Property, and desires to construct certain improvements including but not limited to landscaping. sidewalks and paving on the City Property to beautify the City property at no cost to the City, and to obtain better access for Contractor's Property through the City Property; and

WHEREAS, the City and Contractor entered into an Agreement between City and 10771 Gulf Boulevard LLC for Improvements on City Property dated May 16, 2023 ("Agreement") associated with the use of the City Property for the purpose of constructing the Project (which is defined in the Agreement), for which a temporary easement is required.

WITNESSETH, that for and in consideration of the sum of ten ($10.00) dollars and other valuable consideration, the Parties agree as follows:

1. The above recitals are true and correct and incorporated in this Easement.

2. The City will grant a temporary easement for use of the City Property to allow the Contractor, its agents and members, the right, privilege, and easement to enter onto the City Property to construct improvements to the City Property in accordance with the Agreement and Release. The Parties understand and agree that during construction of the Project as defined in the Agreement, the Contractor may restrict access and use of the City

Property to the Contractor's employees, agents or members and the City's employees, agents, or officers.

3. The term of this Easement shall continue as of the Effective Date and terminate at the completion of the project described in the Agreement or twenty-four (24) months from the Effective Date, whichever occurs first, unless the Agreement is terminated earlier pursuant to its terms.

4. By accepting this Easement, the Contractor agrees to be responsible for any injury or damage to person or property occurring within the City Property caused by negligence of the Contractor, its employees, agents or members. Any physical damage to the City Property caused by Contractor, its employees, agents or members, shall be repaired to a condition reasonably close to the previous condition.

5. The City shall have the right to use the City Property in any manner that is consistent with the rights granted to the Contractor in this Easement.

6. By granting this Easement, the City in no way grants an extension of any non-conforming use of the Contractor's Property.

7. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees, from any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its employees, agents, officers, subcontractors and other persons employed or utilized by Contractor on the City Property. It is further the specific intent and agreement of the parties that all the contract documents of any project for which Contractor provided services be hereby amended to include the foregoing indemnification. Contractor expressly agrees that it will not claim, and waives any claim, that this article violates section 725.06, Florida Statutes, or is unenforceable pursuant to section 725.06, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. This indemnification provision shall include claims made by an employee of Contractor or any subcontractor against the City and Contractor waives any entitlement to immunity under section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification provision shall survive the termination of this Easement however terminated. Contractor's obligation to indemnify, defend, and hold harmless shall not be limited by the amount of any insurance required to be obtained or maintained under the Agreement and Release. Notwithstanding the foregoing, the Contractor's obligations to indemnify, defend and hold harmless shall be limited to one million dollars ($1,000,000) or the Project Price, as that term is defined in the Agreement

and Release, whichever is greater, in accordance with section 725.06, Florida Statutes. This provision shall survive termination or expiration of this Easement.

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

8. This Easement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement. Nothing in this Easement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Easement or any of the provisions or conditions of this Easement. Nothing contained in this Easement shall limit or impair Contractor's right to protect its rights from interference by a third party. The Easement is non-exclusive, and the City retains the right, in its sole discretion to transfer, assign, or convey other property rights not inconsistent with this Easement to third parties without interference from Contractor. Contractor may not assign any rights received under this Easement.

9. This easement shall be construed in accordance with the laws of the State of Florida.

10. This Easement may be recorded by the Contractor at the Contractor's cost, in the public records of Pinellas County, Florida.

IN WITNESS WHEREOF the Parties have executed this Temporary Construction Easement on the date first above written.

Attest

City of Treasure Island
By: _____
Its: _____

_____
City Clerk, Celine Kidwell

Contractor

Signed in the presence of:

Witness: _____

Printed Name: Jennifer Delinois

By: _____

Its: Gilad Avakian Managing Member

Witness: Rosanna Vargas

Printed Name: Rosanna Vargas

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [___] online notarization, this 11th day of May, 2023, by Gilad Avakian, as _____ of the City of Treasure Island who is/are personally known to me or who has/have produced _____ as identification.

Suezette McCray Newson
Notary Public – State of Florida
My commission expires:

SUEZETTE MCCRAY-NEWSON
Notary Public - State of Florida
Commission # HH 233408
My Comm. Expires Feb 27, 2026
Bonded through National Notary Assn.

Exhibit A

Lot 11 A, Block 7, CITY OF TREASURE ISLAND, according to the map or plat thereof as recorded in Plat Book 27, Pages 2, 3 and 4, Public Records of Pinellas County, Florida, SAVING AND EXCEPTING, that portion of Lot II-A, Block 7, identified in deed from Treasure Island Enterprises, Inc., to A. R. Corfar and Aurellia M. Corfar, his wife, and recorded in Deed Book 1379, Page 614 bearing Clerk's Instrument No. 27669A, records of Pinellas County, Florida.

Exhibit B

Lots 1, 2, 3 and 4, Block 7, City of Treasure Island, Blocks 1, 3, 5, 6, 7 & 8, according to the Plat thereof, recorded in Plat Book 27, Page 2, of the Public Records of Pinellas County, Florida. LESS AND EXCEPT that portion of Lot 1 previously conveyed to State of Florida for road right-of-way purposes, as shown by that certain deed recorded in O.R. Book 4346, Page 1080, Public Records of Pinellas County, Florida