BOARD OF COMMISSIONERS REGULAR MEETING
WEDNESDAY, AUGUST 23, 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, RECOGNITIONS, CERTIFICATES OF APPRECIATION

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 August 8, 2023
08 08 2023 board-of-commissioners_regular minutes_summary.docx
08 08 2023 board-of-commissioners_workshop minutes_summary.docx

H. CONSENT AGENDA

H.1 Letter of Support for Resilient Florida Implementation Grant Application - Public Works Facility Construction
PWF Letter of Support.pdf

I. ITEMS OF BUSINESS

I.1 A Quasi-Judicial Proceeding - 10801 Gulf Blvd - Variance request to reduce the

minimum building height requirement in the PR-MU Gulf Blvd. zoning district from two stories to one story, and reduce the minimum building height by 11 ft, from 34 ft to 23 ft.
1. Staff Report.pdf
2. Application- Building Height.pdf
3. Variance Hardship Narrative.pdf
4. Warranty Deed.pdf
5. Agent Authorization Letter.pdf
6. Caracara, LLC - Sunbiz Filing.pdf
7. Boundary and Topographic Survey.pdf
8. Proposed Site Plan 5.11.2023.pdf
9. Building Elevations.PDF

I.2 Second and Final Reading of Ordinance No. 2023-10, Smoking Ban on Public Beach and Parks
COTI ORD 2022 BANNING SMOKING VAPING AT PUBLIC PARKS-BEACHES (02373805-9).docx
Clearwater ordinance 9690-23.pdf
st-petersburg ordinance (1).pdf
Pinellas County FINAL ordinance Beach Smoking.pdf
Ordinance 2023-10 Legal Ad Proof 08 16 2023.pdf

I.3 Second and Final Reading of Ordinance 2023-12, Amending the FY 2023 Budget to add two authorized positions for the Grounds Maintenance I/II/III Classification
Ord_2023-12_Budget_Amendment_2_FTE_for_PW_Grounds_Positions (02565849).docx
Att A - Estimated 3rd Grounds Crew Costs.pdf
Ordinance 2023-12 Legal Ad Proof 08 16 2023.pdf

I.4 Annual Appointments to the Boards and Committees
RES2023-09 Annual Board Appointments.docx
LIFT - Meyer Sylvia_Board Application 05 22 2023.pdf
PZ - Alexander Mark_Board Application 07 19 2023.pdf
PZ - Bonvouloir Jennifer_Board Application 01 12 2023.pdf
PZ - Kramp Eric_Board Application 08-11-2023.pdf
PZ - Potenziano_Board Application 07 20 2023.pdf
PZ - Shavlan Marvin_Board Application 08 04 2023.pdf
PZ - Simm_Board Application 06 29 2023.pdf

I.5 Treasure Bay Golf Course Design Update with Safety Enhancements for Consideration and Direction
Attachment A - Prior Approved Concept.pdf
Attachment B - Revised Concept v2.pdf

I.6 Execute a Second Amendment with Waste Pro of Florida, Inc. and Authorize Spending Authority for FY24 in the Amount of $45,000.
Waste Compactor Services-Waste Pro 18-19-15.pdf
First Amendment Waste Pro of Florida Inc_Compactor Services Contract RFP 18-19-15.pdf
Second Amendment to agreement with Waste Pro of Florida (02567142-2) Signed

WP.pdf

I.7 Authorize the City Manager for Execution of a Contract to Mali Contracting Corporation for the 120th and 126th Ave End Street Beautification and Improvements in the amount of $278,488.28 plus $20,000 in contingency.
Exhibit 1 - 120th Plans.pdf
Exhibit 2 - 126th Plans.pdf
Exhibit 3 - 120th and 126th Bid Schedule.pdf
Exhibit 4 -Notice of Intent to Award.pdf
Exhibit 5 - Signed Contract.pdf
Exhibit 6 - Signed General Conditions.pdf

I.8 Execute Piggy Back Contract and Authorize Spending Authority with Ad-VANCE Personnel Services, Inc. for Temporary Staffing Services of up to $35,000.
Exhibit 1 - AdVance Personnel Services Inc_ Temporary Staffing Services Agreement 08 22 2022.pdf
Exhibit 2 - Pasco County BoCC Signed Contract 2022.pdf

J. 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. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 23, 2023
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the Commission Regular and Workshop Minutes of August 8, 2023
BACKGROUND:	.
POLICY/PURPOSE:	.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	I move to approve the Commission Regular and Workshop Minutes for August 8, 2023.

ATTACHMENTS:
08 08 2023 board-of-commissioners_regular minutes_summary.docx
08 08 2023 board-of-commissioners_workshop minutes_summary.docx

City of Treasure Island
Meeting Minutes
City Commission Regular Meeting

Tuesday, August 8, 2023 – 6:00 p.m.
City Hall Auditorium
120 108th Avenue
Treasure Island, FL 33707

MINUTES

CALL TO ORDER

Mayor J. Tyler Payne called the meeting to order at 6:00 p.m.

A. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Payne.

B. ROLL CALL

Present: 4 - Mayor J. Tyler Payne, Commissioner Deb Toth, Commissioner John Doctor, and Commissioner Beth Wetzel

Absent 1 - Vice Mayor/Commissioner Saleene Partridge

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

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

D. PROCLAMATIONS AND RECOGNITIONS

D.1 Recognition of Jason Howard, EMS/Firefighter/Paramedic for 30 years of Service

Fire Chief Trip Barrs recognized and introduced Jason Howard for his 30 Years of dedicated service.

Commission congratulated and thanked Mr. Howard for his 30 Years of Service and dedication to the city.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

- Diana Crabill, President Treasure Island Islettes, acknowledged and thanked Cathy Hayduke and her staff, Renee Tarsitano, and Tom A for all their great customer service and assistance for the Treasure Island Islettes.

F. COMMISSIONER REPORTS

- Commissioner Toth reminded to drive safely and look out for children are back in school on Thursday and reported on upcoming Gulf Beaches Public Library events.
- Commissioner Doctor recognized and thanked residents Dr. Cory and Marybeth for picking up the cigarette butts and litter throughout Treasure Island.
- Commissioner Wetzel reported on upcoming events in Sunset Beach.
- Mayor Payne recognized and thanked the Florida League of Cities/

G. APPROVAL OF MINUTES

G.1 Approval of the Commission Regular Minutes of May 16, 2023, and Regular and Workshop of June 20, 2023.

Mayor Payne announced the item.

There were no Commission questions or discussion. There was no public comment.

Motion: A motion was made Commissioner Toth, seconded by Commissioner Wetzel to approve the Commission Regular May 16, 2023, and Regular and Workshop of June 20, 2023. as written. **The motion carried on the following roll call vote:**

Moved by Deb Toth; seconded by Maribeth Wetzel to Approve.
Motion Passed: 4 - 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor
Voting Against: None

H. CONSENT AGENDA

H.1 Revised Grant Agreement with the Florida Department of Environmental Protection in the Amount of $70,000 to Complete a Comprehensive Vulnerability Assessment

This item was approved on the Consent Agenda.

Motion: A motion was made by Commissioner Toth, seconded by Commissioner Wetzel to approve the Consent Agenda The motion was carried on the following vote:

Moved by Deb Toth; seconded by Maribeth Wetzel to Approve.
Motion Passed: 4 - 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor

I. ITEMS OF BUSINESS

I.1 Acceptance of the FY 2022 Comprehensive Annual Financial Report

John Brielmaier, Carr, Riggs & Ingram, presented an overview of the City of Treasure Island's 2022 Comprehensive Annual Financial Report for FY2022.

The FY 22 Annual Comprehensive Financial Report contain the financial statements of the city as well as the results of the city's annual audit performed by the city's external auditors, Carr, Riggs & Ingram LLC.

Mayor Payne and Commissioners thanked Mr. Brielmaier and accepted the FY 2022 Comprehensive Annual Financial Report on behalf of the city.

Motion: A motion was made by Commissioner Toth, seconded by Commissioner Wetzel to accept the Comprehensive Annual Financial Report and results of the annual audit for FY 22. **The motion was carried on the following vote:**

Moved by Deb Toth; seconded by Maribeth Wetzel to Approve.
Motion Passed: 4 - 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor
Voting Against: None

I.2 Second and Final Reading of Ordinance No. 2023-09, People's Gas Franchise Agreement

Mayor Payne announced the item and requested the City Attorney Jennifer Cowan read by title only.

City Attorney Cowan read Ordinance No. 2023-09 by title only.

City Manager introduced the item.

There were no Commission questions or discussion.

There was no public comment.

Mayor Payne closed the public hearing and requested a motion.

Motion: A motion was made by Commissioner Wetzel, seconded by Commissioner Toth to approve the Ordinance No. 2023-09, People's Gas Franchise Agreement at this 2nd and Final Reading on August 8, 2023.**The motion was carried on the following vote**:

Moved by Deb Toth; seconded by Maribeth Wetzel to Approve.
Motion Passed: 4 - 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor
Voting Against: None

I.3 First Reading of Ordinance No. 2023-10, Smoking Ban on Public Beach and Parks

Mayor Payne announced the item and requested the City Attorney Jennifer Cowan read by title only.

City Attorney Cowan read Ordinance No. 2023-10 by title only.

Fire Chief Barrs introduced the item.

The Commission discussed this item at the July 18, 2023, work session and provided consensus of the direction of the No Smoking Ordinance.

There were no Commission questions or discussion.

Public Comment

- Patti Knapp spoke to concerns about Ordinance No. 2023-10, No Smoking on Beaches and Park.

Mayor Payne closed the public hearing and requested a motion.

Motion: A motion was made by Commissioner Deb Toth, seconded by Commissioner Wetzel adopting Ordinance No. 2023-10, No Smoking on Beaches and Parks at 1st Reading and schedule a 2nd and Final Reading. **The motion carried on the following roll call vote.**

Moved by Deb Toth; seconded by Maribeth Wetzel to Approve.
Motion Passed: 4 - 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor
Voting Against: None

I.4 First Reading of Ordinance 2023-12, Amending the FY 2023 Budget to add two authorized positions for the Grounds Maintenance I/II/III Classification

Mayor Payne announced the item and requested the City Attorney Jennifer Cowan to read by title only.

City Attorney Cowan read Ordinance No. 2023-12 by title only.

Public Works Director Stacy Boyles introduce the item amending the FY 2023 budget to increase the number of authorized full-time positions from 7 to 9 in the Grounds Maintenance I/II/III classification, instead of awarding a contract to supplement the city's grounds maintenance staff.

There were no Commission questions or discussion.

There was no public comment.

Mayor Payne closed the public hearing and requested a motion.

Motion: A motion was made by Commissioner Deb Toth, seconded by Commissioner Wetzel Ordinance No. 2023-12, amending the FY 2023 Budget to add two additional authorized full-time positions for the Public Works Grounds Maintenance I/II/III Classification at 1st reading and schedule a 2nd and final reading. **The motion carried on the following roll call vote.**

Moved by Deb Toth; seconded by Maribeth Wetzel to Approve.
Motion Passed: 4 - 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor
Voting Against: None

I.5 Award contract to Kimley Horn and approve the scope of work/budget for up to $132,990 for the preparation of the 1st Phase of the Land Development Regulations Update

Mayor Payne announced the item.

Community Development Director Kathryn Younkin introduced the item.

On December 20, 2022, the City Commission approved the ranking of consultants and gave permission to enter negotiations with Kimley Horn for services. These services are related to the preparation of the city's Land Development Regulations (LDRs) to bring the LDRs into compliance with current Florida State Statutes and to make them compliant with the recently adopted Comprehensive Plan.

There were no Commission questions or discussion.

Public Comment

The following residents spoke to award contract to Kimely Horn for the preparation of the 1st Phase of the Land Development Regulations Update:

- Stuart Simm
- Carol Matthews
- Ray Chewning

Mayor Payne requested a motion.

Motion 1: A motion was made by Commissioner Deb Toth, seconded by Commissioner Wetzel to approve the execution of the contract with Kimley Horn from RFQ 230-002 for the preparation of the Land Development Regulations. **The motion carried on the following roll call vote.**

Moved by Deb Toth; seconded by Maribeth Wetzel to Approve.
Motion Passed: 4 - 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor
Voting Against: None

Motion 2: A motion was made by Commissioner Deb Toth, seconded by Commissioner Wetzel to approve purchasing authority for the scope of work with Kimley Horn from RFQ 230-002 in an amount not to exceed $132,990 for the preparation of phase 1 of the Land Development Regulations. **The motion carried on the following roll call vote.**

Moved by Deb Toth; seconded by Maribeth Wetzel to Approve.
Motion Passed: 4 - 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor
Voting Against: None

I.6 Spending Authority and Work Authorization Approval for Advanced Engineering & Design in the Amount of $150,000 for Engineering Services

Mayor Payne announced the item.

Public Works Director Stacy Boyles introduced the item.

The request for consideration and approval of spending authority for Advanced Engineering and Design (AED). AED is one of the city's

engineering service providers. AED produced the city's Watershed Management Plan (WMP) and has designed the city's lift station rehabilitations.

This Work Authorization includes rainfall-based floodplains, using the latest elevation model and the data will be incorporated as an update of the Watershed Management Plan to show the revised flooding depths and the development of a public relations campaign to explain to the public the issues that the city is facing due to sea level rise and how the city plans to implement the terrain modification program.

There were no Commission questions or discussion.

There was no public comment.

Mayor Payne requested a motion.

Motion: A motion was made by Commissioner Deb Toth, seconded by Commissioner Wetzel to approve spending authority for Advanced Engineering and Design in the amount of $150,000 for engineering services and authorize the City Manager to execute the attached Work Authorization with Advanced Engineering. **The motion carried on the following roll call vote.**

Moved by Deb Toth; seconded by Maribeth Wetzel to Approve.
Motion Passed: 4 - 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor
Voting Against: None

I.7 Authorize the City Manager for the Execution of Purchase Authority to St. Pete Pressure Washing, Inc. for pressure washing services in the amount of $30,000

Mayor Payne announced the item.

Public Works Director Mike Helfrich introduced the item.

St. Pete Pressure Washing, Inc. has provided pressure washing services for the bascule bridge since 2020. In addition, they bid on and were awarded pressure washing services for two projects, downtown sidewalks, and Central Beach Trail. With two additional pressure washing projects, they are near the $25,000 purchase limit established in the City's Purchasing Policy.

There were no Commission questions or discussion.

There was no public comment.

Mayor Payne requested a motion.

Motion: A motion was made by Commissioner Deb Toth, seconded by Commissioner Wetzel to approve and authorize the City Manager for the purchase authority in the amount of $30,000 for St. Pete Pressure Washing, Inc. conducting pressure washing services. **The motion carried on the following roll call vote.**

Moved by Deb Toth; seconded by Maribeth Wetzel to Approve.
Motion Passed: 4 - 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor
Voting Against: None

J. ADJOURNMENT

Mayor Payne adjourned the meeting at 7:15 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 Meeting this ____ day of _____, 2023.

City of Treasure Island
Meeting Minutes
City Commission Regular Workshop

Tuesday, August 8, 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 7:24 p.m.

A. CITY ATTORNEY AND CITY MANAGER REPORT

City Attorney Jennifer Cowan had no report.

City Manager Amy Davis spoke to Treasure Island beach renourishment project update to add more sand to stop shoreline erosion and provide more protection for buildings nearby in a storm.

The Army Corps of Engineers notified Pinellas County who administers the beach renourishment projects across the county that the Army Corps of Engineers has halted three beach renourishment projects which include Sand Key, Long Key and Treasure Island, which was planned to go out to bid for construction in June 2023.

The Army Corps of Engineers is requiring 100% perpetual easements to continue with the renourishment. However, they have not provided yet a list of the easement that they require a perpetual easement. City Manager Davis encouraged residents to watch the Board of County Commissioners Workshop held on July 13, 2023, that discussed the issue and options.

Commissioner Beth Wetzel asked if Treasure Island was the only city affected.

City Manager Davis spoke to that the United States Army Corps of Engineers is asking for easements for numerous other nourishment projects across the state.

B. DISCUSSION

B.1 First Reading of Ordinance No. 2023-11, Allowing for the ability of the City to create and impose special assessments for capital improvements or essential services

Mayor Payne announced the item.

City Manager Amy Davis introduced the item and explained that the Isle of Capri Civic Association (ICCA) and residents have asked the city as to how they could bury utilities in their neighborhood.

City Manager Davis explained that to fund a project such as this, it would require the city to impose a special assessment to the project area for the purposes of paying for underground utilities. Currently, the city's code does not have a process to create and impose a special assessment for the purpose of a capital improvement or essential service. As a result, adopting the proposed ordinance would be the first step in this process, which would give the city the ability to create a special assessment.

Attorney Chris Roe, Bryant, Miller, Olive Law Firm, presented an introduction to special assessments.

Mr. Roe explained that there are many types of improvements and services that can be funded through assessments including fire protection; street lighting; utility undergrounding; stormwater and solid waste; road and sidewalk improvements; water, sewer, and reuse infrastructure; beach renourishment; and property assessed clean energy (PACE) assessments to fund energy conservation improvements for private property owners.

Mr. Roe spoke to the basic requirements and procedures under Florida law for a valid special assessment:

- The assessed property must receive a special benefit from the improvement or service funded by the assessment. The special benefit can include an increase in the property's market value and also heightened use and enjoyment of the property.
- The assessment must be fairly and reasonably apportioned among the properties receiving the special benefit.

The procedure for imposing a special assessment typically involves mailed notice of the proposed assessment to affected property owners and a public hearing. After conducting the public hearing and considering public input, the governing board votes on a resolution to approve the assessment and the method of collection. Capital project assessments are usually collected over a defined term of years, and the annual installments end when the project is completely paid for, often by retiring any bonds that were issued to finance the project. Annual service assessments such as fire and stormwater may continue from year to year until discontinued at the discretion of the governing board.

Commission questions and discussion took place regarding the process, challenges, impacts to the community (district(s), neighborhood, etc.), costs, polling, other options, and next steps.

Public Comment

- Jeff Bachman expressed opposition to the ordinance as written.

- Ray Chewning expressed opposition to the ordinance as written.

There was consensus to set the initial petition process which requires 70% of the property owners with the general data of the proposed improvement or essential service for City Commission to consider the adoption of an initial resolution, with notices required, then followed by a final resolution with notices required. The set approval threshold required of 80% of the property owners, and to bring this item back for first reading on a Commission Regular Meeting Agenda for discussion.

B.2 Presentation - Draft Gulf Boulevard Safety Analysis and Design Alternative Report

Mayor Payne announced the item.

In August 2022, the Commission approved an agreement with Forward Pinellas to initiate a study to provide an improvement plan to address safety and connectivity for all modes of travel, including micromobility, on Gulf Boulevard.

Forward Pinellas Executive Director Whit Blanton, FAICP, Project Manager Christina Mendoza, AICP, and Project Consultant Hannah Schafer and Florida Department of Transportation representative, Emmett Duran, Safety Specialist provided a presentation of the preliminary recommendation for safety improvements along Gulf Boulevard Safety Analysis and design alternatives report.

Project Manager Christina Mendoza provided an overview about existing conditions, community engagement, and safety analysis.

The Treasure Island Gulf Boulevard Safety Study consisted of community meetings, review of previous plans and reports, technical analysis, preparation of reports with specific recommendations, and a presentation to the City. Community workshops were held on March and April 2023 to review preliminary findings and to collect feedback to be incorporated into the plan. The development of the plan was coordinated with the City of St. Pete Beach for consistency of concepts and with FDOT to ensure feasibility of implementation.

Project Consultant Hannah Schafer provided an overview of recommendations, segment alternatives, design considerations, implementation, and next steps.

Commission questions and discussion took place regarding the bike lanes, south segment, design considerations, including vehicular and bike lanes, lighting, markings, etc. to improve safety.

Mr. Blanton explained FDOT is more willing to work with the city with an approve traffic study to implement these safety recommendations as outlined in the presentation.

Public Comment

- Ray Chewning spoke to safety concerns about delivery trucks loading/unloading and the safety of the driver and vehicles passing safely.

There was consensus to bring this item for a future Commission Regular Meeting Agenda for further discussion.

B.3 Financial Report - Quarter 2 - FY 23

Finance Director Mike Munger provided an overview of the 2nd Quarter Financial Report which included the revenue and expenditure reports and a snapshot of the city's bank balance and investments as of the quarter end.

Mr. Munger reported that the Finance Department has closed the 2nd quarter, representing 50% completion of the FY 23 activities. As of March 31, 2023, the city recorded 58% of budgeted revenue and spent or encumbered 48% of budgeted expenditures.

C. PUBLIC COMMENT

There was no public comment.

D. ADJOURNMENT

Mayor Payne adjourned the Treasure Island City Commission Workshop at 9:33 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:	August 23, 2023
SUBMITTED BY:	Stacy Boyles, Public Works
ITEM TYPE:	Request to Commission
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Letter of Support for Resilient Florida Implementation Grant Application - Public Works Facility Construction
BACKGROUND:	In August 2022, a contract and a Work Authorization was awarded to Wannemacher Jensen Architects for the design of a new wastewater master pump station and public work facility. Design has been halted short of 60% as staff is awaiting the federal grant agreement for the master pump station and the onboarding of a Construction Manager at Risk (CMAR). Once the CMAR is onboarded, a design update will be brought before the Commission for review.
POLICY/PURPOSE:	The purpose of the item is to request the Commission's approval of a letter of support for a Resilient Florida grant application for the construction of a new Public Works Facility.
STRATEGIC PLAN RELEVANCE:	The Strategic Plan's Financial and Economic Development Road Map, Goal 2, Objective 2 is to *"Continue towards the replacement of City facilities"*. Action 2 under this objective is to *"Plan and finance a new Public Works facility and maintenance yard"*.
ANALYSIS/DISCUSSION:	A letter of support for consideration is attached. A funding request for $3.1M is being made to reflect a total of $6.2M in construction for the public works facility. Award announcements for this grant are typically made in early February.
FUNDING:	No funding is requested at this time. Resilient Florida grants require a 50% match. The current estimated construction costs for the public works facility is $6.2M to include seawall

elevation and replacement on the west side of the property.

The master pump station is estimated to cost $5.2M to construct, which will be funded through the combination of a loan, ARPA funding, state grants and federal grants (total state and federal funding of up to $5.7M).

MOTION:

I move that the City Commission authorize / deny the letter of support for a Resilient Florida grant application for funding the construction of a new public works facility.

ATTACHMENTS:
PWF Letter of Support.pdf

August 22, 2023

Office of Resilience and Coastal Protection
Florida Department of Environmental Protection
2600 Blair Stone Road MS 235
Tallahassee, FL 32399-2400

RE: Funding Request to Construct a New Public Works Complex for the City of Treasure Island

The City of Treasure Island is a barrier island community threatened by flooding from sea level rise, rain intensification and storm surge. Serving as an emergency facility to provide equipment and a base for personnel that perform disaster recovery and emergency utility operations, our 65-year-old Public Works facility is a critical asset that is essential to our community.

This asset has been found to be vulnerable to the environmental threats that are present within our community. The Public Works Complex has experienced a degree of flooding multiple times within the past five years. We recognize that, should the City's "luck" run out as it pertains to hurricanes, the existing Public Works Complex would be destroyed, severely impacting post-disaster and recovery operations. Furthermore, the City's Watershed Management Plan has identified the challenges the City faces in collecting stormwater as mean sea levels continue to rise. This study also illustrates the vulnerability of the complex to current and future threats.

The City takes great pride in being proactive in addressing environmental threats. As such, we are looking to improve the Public Works Complex prior to a significant event, as opposed to rebuilding in a post-disaster environment. The City has committed to fully funding the resilient design of the new complex and the design is nearly 60% complete. The project will be a pilot to demonstrate the implementation of the City's innovative terrain modification best practices for elevation, along with an elevated seawall that together support the City's long-term goals to elevate our roadways, allowing for the continuation of gravity-based stormwater drainage in the face of rising sea levels.

The resilient construction of the new Public Works facility is a large expense for our small City, estimated to cost $6.2M. The City is requesting a 50% funding match in the amount of $3.1M in funding towards this important effort.

Sincerely,

J. Tyler Payne
Mayor

Deborah Toth
Commissioner, District 1

John Doctor
Commissioner, District 2

Saleen Partridge
Commissioner, District 3

Maribeth Wetzel
Commissioner, District 4

AGENDA ITEM NO. I.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 23, 2023
SUBMITTED BY:	Jesse Miller, Community Development
ITEM TYPE:	Public Hearings
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	A Quasi-Judicial Proceeding - 10801 Gulf Blvd - Variance request to reduce the minimum building height requirement in the PR-MU Gulf Blvd. zoning district from two stories to one story, and reduce the minimum building height by 11 ft, from 34 ft to 23 ft.
BACKGROUND:	Please see attached Staff Report.
POLICY/PURPOSE:	N/A
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	Please see attached Staff Report.
FUNDING:	N/A
MOTION:	

ATTACHMENTS:

1. Staff Report.pdf
2. Application- Building Height.pdf
3. Variance Hardship Narrative.pdf
4. Warranty Deed.pdf
5. Agent Authorization Letter.pdf
6. Caracara, LLC - Sunbiz Filing.pdf
7. Boundary and Topographic Survey.pdf
8. Proposed Site Plan 5.11.2023.pdf
9. Building Elevations.PDF

CITY OF TREASURE ISLAND
CITY COMMISSION
120 - 108th Avenue, Treasure Island, Florida 33706
Telephone (727) 547-4575; Fax (727) 547-4582

CASE NO. VAR-000382-2023
STAFF REPORT
WEDNESDAY, AUGUST 23, 2023 AT 6:00 P.M.

DESCRIPTION: Variance request to reduce the minimum building height requirement in the PR-MU Gulf Blvd. zoning district from two stories to one story, and reduce the minimum building height by 11 ft, from 34 ft to 23 ft.

SITE LOCATION: 10801 Gulf Blvd
Treasure Island, FL 33706



PARCEL ID #: 23-31-15-91836-008-0010

LEGAL DESCRIPTION: LOT 1, BLOCK 8, CITY OF TREASURE ISLAND, BLOCKS 1,3,5,6,7 & 8, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 2,3, AND 4, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PROPERTY OWNER: CARACARA LLC
2865 EXECUTIVE DR
CLEARWATER FL 33762

GENERAL INFORMATION:

Land Use: Planned Redevelopment Mixed-Use

Zoning: PR-MU GB (Planned Redevelopment- Mixed Use Gulf Blvd)

Adjacent Property (Use):

North: 10825 Gulf Blvd. – Retail Stores

South: 10771 Gulf Blvd. – Temporary Parking Lot

East: 120 108th Ave – Public Utilities

West: 10800 Gulf Blvd. – Hotels and Motels

Site Area: Approximately 0.545 acres | 23,754 sf (m.o.l.)

Flood Zone: AE-11 (Coastal A Zone), Flood Insurance Rate Map Community Panel No. 12103C0194H, August 24, 2021.



PROPERTY SUMMARY:

The subject property is a corner parcel located adjacent to Gulf Blvd. and 108th Ave. and consists of an automobile service station for fueling and the sale of goods.

According to the PCPAO, the existing structure was constructed in 1965, however, the subject property was used as an automotive maintenance and repair facility prior to 1965.

On September 21, 2000, the Planning and Zoning Board approved a variance request to allow the gasoline pump canopy to encroach 3.94 feet into the front setback along Gulf Blvd. (PZ-2000-23-VR). In 2000 the City's code required a 12 foot setback along Gulf Blvd, however, the code was amended in 2012 and the required 12 foot setback is no longer applicable. Per Sec. 68-410.38., the current setbacks along Gulf Blvd shall consist of 25 feet of the property owner's building façade being built 8 feet from Gulf Blvd.

On September 21, 2000, the Planning and Zoning Board approved a site plan to allow 2 additional parking spaces, increased landscaping, enlarge gasoline pump canopy, and a 200 sq ft addition to the principal structure (PZ-2000-23-SR).

On April 21, 2005, the Planning and Zoning Board approved a site plan modification to allow a free-standing ATM machine and to add 18 sq ft of landscaping (PZ-2004-45-SR).

On March 7, 2023, Applied Science and Engineering LLC submitted a site assessment report, which states three discharges have been reported at the subject property. The first discharge was reported in September 1994 due to groundwater contamination and a No Further Action (NFA) was issued in October 1995. The second discharge was reported in August 1995 and is currently eligible for state funding for remediation. The third discharge was reported on January 2022 due to soil contamination. The site assessment is currently ongoing to determine the nature and extent of soil and groundwater contamination.

The applicant is currently requesting a variance to Sec. 68-410.27 to reduce the minimum building height requirement in the PR-MU Gulf Blvd. zoning district from two stories to one story, and reduce the minimum building height by 11 ft, from 34 ft to 23 ft.

This application is specifically for the zoning variances as requested by the applicant and described on page 1 of this staff report. A site plan application has not been submitted, so a full site plan review by zoning, building, fire, public works, and engineering has not been completed.

TREASURE ISLAND CODE OF ORDINANCES:

CHAPTER 68- ZONING REGULATIONS
ARTICLE VI. – ZONING DISTRICT REGULATIONS
DIVISION 11. – DOWNTOWN REDEVELOPMENT PR-MU CORE AND PR-MU GULF BLVD ZONING DISTRICT
SUBDIVISION II. PR-MU GULF BLVD (DOWNTOWN REDEVELOPMENT) ZONING DISTRICT

Sec. 68-410.37.- Building height.

b) *The minimum height in the PR-MU Gulf Blvd. zoning district shall be two stories, 26 feet above base flood elevation plus 2.0 feet of freeboard.*

ARTICLE III- APPEALS TO ADMINISTRATIVE DECISIONS; SPECIAL EXCEPTIONS AND VARIANCES
DIVISION 3. – VARIANCES
Section 70-221. – Procedure

(1) An application for such variance has been received by the city manager or specified designee, stating the special conditions and circumstances applying to the building, structure, or land for which such variance is sought. The applicant shall submit a narrative that explains the variance being requested in a manner that addresses the criteria specified in subsection (d) as they relate to the specific request. Since each application is considered based upon the unique circumstances presented by such application, prior decisions of the board or commission shall not constitute grounds for the granting of any variance.
(2) The board or commission has received a report from the city manager or specified designee that evaluates the application based on the criteria required by this section.
(3) The board or commission holds a public hearing after written and posted notice has been given to the extent provided by chapter 70.
(4) The board or commission has considered the following criteria and find that they have been substantially satisfied and a hardship exists:
    a. The variance is in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee;
    b. Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same zoning district;
    c. Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building; structure, or land;
    d. The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant agent's agents, or the applicant's predecessors in title;
    e. The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land;
    f. Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances:
        1. *Redevelopment.* If the proposed project involves the redevelopment or utilization of an existing developed or partially developed site.
        2. *Substandard lot(s).* If the proposed project involves the utilization of an existing legal nonconforming lot(s).
        3. *Neighborhood character.* If the proposed project promotes the established development pattern of a block face, including setbacks, building height, and other dimensional requirements.
        4. *Public facilities.* If the proposed project involves the development of public parks, public facilities or public utilities.

5. *Architectural and/or engineering considerations.* If the proposed project utilizes architectural and/or engineering features that would render the project more disaster resistant.

g. The granting of the variance will be in harmony with the general purpose and intent of this chapter;
h. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(5) In granting any variance, the planning and zoning board or city commission may prescribe appropriate conditions and safeguards in conformity with the land development regulations. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.
(6) Under no circumstances shall the planning and zoning board or city commission grant a variance to permit a use not generally or by special exception permitted in the zoning district involved or any use expressly or by implication prohibited by the land development regulations.
(7) The granted variance shall be valid for one-year. To remain in effect after one-year, one of the following must have occurred:
a. An extension of time has been approved by the approving body;
b. Building permits relating to the requested variance have either been applied for or granted; or
c. A site plan review relating to the requested variance has been applied for or approved by the planning and zoning board.

ANALYSIS OF LAND DEVELOPMENT REGULATIONS:

The criteria for reviewing a variance for approval or denial is contained in Sec. 70-221 of the City of Treasure Island Code of Ordinances. Staff's analysis of the land development regulations is provided below. The applicant's narrative and supporting documents are included in this agenda packet as separate attachments.

1. **The variance is in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee.**
The variance being requested is set forth within the City's Land Development Regulations. Per Sec. 70-221, the City Commission has the exclusive power and authority to grant variances to building height.

2. **Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same district.**
Per FLDEP, soil and groundwater contamination has been identified on-site and a site assessment is currently underway to determine the nature and extent of the contamination. The current circumstance could potentially replicate itself in the future due to the proposed continued active use of underground storage tanks.

As part of the 1995 warranty deed, the subject property was conveyed with a restriction stating the subject property is restricted from being used for residential, educational, or hospital purposes.

3. **Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building, structure, or land.**
   Strict application of the provisions of the land development regulations would permit the applicant reasonable use of the subject property, however, the granting of this variance will safeguard the public health, safety, and general welfare by minimizing the number of occupants of the proposed building that could potentially be exposed to any future soil and groundwater contamination.

4. **The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant's agent, or the applicant's predecessors in title.**
   The soil and groundwater contamination are the result of the actions of the applicant's predecessor. The first known discharge was reported in September 1994 at which time the property owner was Chevon U.S.A Inc.

5. **The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land.**
   The proposed variance to be granted for the building height does not appear to be the minimum variance that will make possible the reasonable use of the land.

6. **Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances: Redevelopment; Substandard lot(s); Neighborhood character; Public facilities; Architectural and/or engineering considerations.**
   A literal enforcement would not result in an unnecessary hardship.

7. **The granting of the variance will be in harmony with the general intent and purpose of this chapter.**
   The granting of this variance is not in harmony with the general intent and purpose of this chapter, as it appears that the applicant does not meet the hardship criteria. Furthermore, the intent and purpose of the downtown design criteria is to secure visual interest, identity, and a sense of place in the city's downtown by focusing on the characteristics of architectural compatibility. Nevertheless, due to the proposed continued service station use of this property and by acknowledging the possibility of additional underground storage tank discharges it would be in the in the public's best interest to grant this variance.

8. **The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.**
   The granting of this variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In truth, the granting of this variance is justifiable and reasonable in order to protect the public's health, safety, and general welfare by

limiting the number of members of the public who would be required to spend an extended period of time at the subject property.

STAFF RECOMMENDATION:

Staff finds that no hardship exists, however, the granting of this variance will safeguard the public health, safety, and general welfare by minimizing the number of occupants of the proposed building that could potentially be exposed to any future soil and groundwater contamination. Staff recommends **APPROVAL** to reduce the minimum building height requirement in the PR-MU Gulf Blvd. zoning district from two stories to one story, and reduce the minimum building height by 11 ft, from 34 ft to 23 ft.

Staff's recommendation is based on the criteria set forth in Sec. 70-221 and the following:

- SUBDIVISION II. PR-MU GB (Downtown Redevelopment) Zoning District
- SUBDIVISION III. Treasure Island Downtown Design Criteria
- Florida Department of Environmental Protection- Division of Waste Management Reports

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AUGUST 23, 2023
CITY COMMISSION
DEVELOPMENT ORDER

CASE NO. VAR-000382-2023
LOCATION: 10801 GULF BLVD TREASURE ISLAND, FL 33706

The City Commission has determined that an unnecessary hardship **DOES / DOES NOT** exist pursuant to Sec. 70-221 of the Treasure Island Code of Ordinances, and has moved to:

[ ] APPROVE [ ] DENY
[ ] CONTINUE [ ] APPROVE WITH CONDITIONS

Variance to Sec. 68-410.27 to reduce the minimum building height requirement in the PR-MU Gulf Blvd. zoning district from two stories to one story, and reduce the minimum building height by 11 ft, from 34 ft to 23 ft.

_____ _____
J. Tyler Payne, Mayor Date
City Commission

Case Number: VAR-000382-2023

City of Treasure Island
Development Review Application

Please use blue or black ink only. Failure to complete this form in its entirety will result in this application being returned without review. Note: A separate application is required for each request.

Property Owners	CaraCara LLC	Agent	Mark Bentley, Esq., B.C.S., AICP
Address	2865 Executive Dr.	Address	401 E Jackson St., Suite 3100
	Clearwater, FL 33762		Tampa, FL 33602
Phone		Phone	(813) 225-2500
Fax		Fax	
Email		Email	markb@jpfirm.com

List all Legal Owner(s) of Property: CaraCara LLC

Complete legal description (may be placed on attached separate page):

TREASURE ISLAND, CITY OF BLK 8, LOT 1 LESS THAT PART DESC BEG MOST W'LY COR OF SD LOT 1 TH N64D14'33"E 125FT TO MOST E'LY COROF LOT 2 TH S25D45'27"E 2FT TH S64D14'33"W 124.13FT TO W'LY LOT LINE TH NW'LY 2.18FT TO POB

Development Name: Risser Rally

Site Location/Address: 10801 Gulf Blvd.

Area of Development (Acreage or Square Feet) 23,754 SF

Parcel Identification Number (list all): 23-31-15-91836-008-0010

Application Request: Request variance to code section 68-410.37(b) to reduce the building height from 2 stories to 1 story.

Future Land Use Designation: PR-MU Proposed Future Land Use: N/A

Current Zoning: PR-MU GB Proposed Zoning: N/A

I certify that I have reviewed the Land Development Regulations and that my submission meets all requirements. The only exceptions are those items to which I am requesting variances to or waivers from certain sections of the code and understand that they must be listed on the plans individually and on the attached transmittal. I understand that if an item does need a variance, it will be necessary to file through the appropriate review entity.

Signature must be original (No copies, scans, faxes or e-mails)

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Mark Bentley
Owner/Agent

5/11/23
Date

Height Variance Request – 10801 Gulf Boulevard

Summary
The property located at 10801 N. Gulf Boulevard is generally situated on the northwest corner of Gulf Boulevard and 108th Avenue. The property is unique in that it is a small irregularly shaped parcel. It has been historically utilized as a retail petroleum facility station and the intended use is the redevelopment of the site with the existing use. The property has a zoning designation of PR-MU Gulf Blvd., and it is located within the Downtown Overlay District. The proposed use is for retail sales, including fuel. The variance request described below demonstrates that the criteria for granting a variance has been substantially satisfied and hardships do exist unique to this specific location when applying the City's land development code. The requested variances will allow for the height to be in conformance with the filed site plan associated with this request.

Variance Request
Sec. 68-410.37 - Building Height

1. Sec. 68-410.37(b): To reduce the building from two stories to one story.

Note – The minimum height of two stories does not seek to further the public health, safety, and welfare, but is intended to simply further aesthetics and visual appeal for buildings along Gulf Boulevard.

Variance Criteria

a. The variances are in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee;
   - The proposed height variance is in fact variances as set forth within the land development regulations and within the province of the board or commission. The variance is set forth in Section 68-410.37.

b. Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same zoning district;
   - Special conditions or circumstances do exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same zoning district. The height required by the PR-MU Gulf Blvd. zoning district would render the proposed development incompatible with the built environment to the north, which consists of a single-story strip center and then further north is a single-story restaurant. A two story building would be inconsistent with the existing development pattern and would not further any legitimate public purpose. Developing this project to these standards would cause an unfair, unnecessary burden and would require the development to construct more building area than what is needed for this single use project, which is a permitted use under the Land Development Code. Additionally, a larger structure utilizes more resources and energy needs which would not be in-line with proper conservation efforts for new development.

   - Gasoline dispensing facilities require adherence with certain regulatory factors in accordance with the National Fire Protection Association (NFPA) codes. Furthermore,

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NFPA 30A - Section 9.4.2 requires that the attendant to, at all times, observe the Class I liquid dispensing process. Applying the PR-MU Gulf Boulevard height requirements would cause the facility to be in direct violation of this NFPA code requirements. For the gasoline/convenience store to function properly with fuel dispensing, internal truck maneuvering, and overall proper use of the property, the site will need to reflect the plans filed as part of this variance request.

c. Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building; structure, or land;
    - The strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building, structure, or land. The PR-MU Gulf Boulevard code appears to be intended to encourage large mixed-use developments and does not take into consideration, nor contemplate the proposed single use gasoline/convenience store. Also, the required two-story building would be incompatible with neighboring properties and would cause an unfair burden to the applicant to develop to standards that are more in-line with large mixed-use developments.

    - Additionally, gasoline dispensing facilities require adherence with certain regulatory factors in accordance with the National Fire Protection Association (NFPA) codes. Furthermore, NFPA 30A - Section 9.4.2 requires the attendant to, at all times, observe the Class I liquid dispensing process. Applying the PR-MU Gulf Boulevard height requirements would be in direct violation of this NFPA code requirements. For the gasoline/convenience store to function properly with fuel dispensing, internal truck maneuvering, and overall proper use of the property, the site will need to reflect the plans filed as part of this variance request.

d. The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant agent's agents, or the applicant's predecessors in title;
    - Peculiar conditions and circumstances do exist and are not the result of the actions of the applicant, the applicant agent's agents, or the applicant's predecessors in title. The PR-MU Gulf Boulevard code appears to encourage large mixed-use developments and does not take into consideration the proposed single use gasoline/convenience store. Broadly applying these codes does not account for smaller single use developments, such as this request.

    - Additionally, gasoline dispensing facilities require adherence with certain regulatory factors in accordance with the National Fire Protection Association (NFPA) codes. Furthermore, NFPA 30A - Section 9.4.2 requires the attendant to, at all times, observe the Class I liquid dispensing process. Applying the PR-MU Gulf Boulevard height requirements would be in direct violation of this NFPA code requirements. For the gasoline/convenience store to function properly with fuel dispensing, internal truck maneuvering, and overall proper use of the property, the site will need to reflect the plans filed as part of this variance request.

e. The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land;
    - The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land. The design, as shown on the filed

site plan, shows a gasoline/convenience store use which is compatible with the height of the built environment for this section of the block as well as complies with NFPA 30A - Section 9.4.2 regarding the fueling procedures and allows for proper pedestrian, automotive, and servicing vehicle circulation.

f. Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances:
   1. Redevelopment. If the proposed project involves the redevelopment or utilization of an existing developed or partially developed site.
   2. Substandard lot(s). If the proposed project involves the utilization of an existing legal nonconforming lot(s).
   3. Neighborhood character. If the proposed project promotes the established development pattern of a block face, including setbacks, building height, and other dimensional requirements.
   4. Public facilities. If the proposed project involves the development of public parks, public facilities or public utilities.
   5. Architectural and/or engineering considerations. If the proposed project utilizes architectural and/or engineering features that would render the project more disaster resistant.

   - The literal enforcement would result in unnecessary hardship to the property owner. The underlying zoning was created for a mixed-use development and does not take into consideration smaller single use establishments such as the gasoline/convenience store. The site must comply with certain NFPA regulatory criteria to allow for the safe and proper fueling/re-fueling procedures. The code and criteria from the PR-MU Gulf Boulevard code would put undue hardship on the property owner and would create a site that is not in conformance with NFPA requirements for life safety.

g. The granting of the variance will be in harmony with the general purpose and intent of this chapter;
   - The granting of the variances will be in harmony with the general purpose and intent of this chapter. The site was an existing gasoline/convenience store, and the redevelopment is for the same in similar location and layout. Additionally, the height would be comparable and compatible with the built environment for this section of the block while no causing unfair burden to the applicant. The site will need to reflect the plans filed as part of this variance request to continue the proper use of the property.

h. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
   - The granting of the variances will not be injurious to the neighborhood or otherwise detrimental to the public welfare. The site was an existing gasoline/convenience store, and the redevelopment is for the same in similar location and layout. The shape of the lot which is required to have two fronts under the PR-MU Gulf Boulevard require the proposed redevelopment to request variances from the standard. The code and criteria from the PR-MU Gulf Boulevard code would put undue hardship on the property owner and would create a site that is not compatible with the existing development pattern and would not be in conformance with NFPA requirements for life safety.

Special Conditions

1. Redevelopment. If the proposed project involves the redevelopment or utilization of an existing developed or partially developed site.
    - The proposed variance is requested as part of the redevelopment of a parcel with an existing building and fuel pumps. The proposed use is a single-use and not intended to have multiple stories which would otherwise cause non-conformance with required NFPA standards and engineering requirements.

2. Neighborhood character. If the proposed project promotes the established development pattern of a block face, including setbacks, building height, and other dimensional requirements.
    - The proposed structure does promote the established development pattern of a block face, including setbacks, building height, and other dimensional requirements which are seen adjacent to the subject property. Implementation of the PR-MU Guld Boulevard height requirement would make the proposed structure incompatible and out of character with the existing development pattern.

Conclusion

The variance is warranted and meets the intent and all requirements of the land development regulations, but for a few minor exceptions as a result of the limited size, configuration, and proposed retail petroleum use. Special conditions or circumstances exist, strict application of the provisions of the land development regulations would not permit the applicant reasonable use, the peculiar conditions and circumstances existing are not the result of the actions of the applicant, the variance is the minimum variance that will make possible the reasonable, a literal enforcement would result in unnecessary hardship, the granting of the variance will be in harmony with the general purpose and intent of the code, and the granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

I#: 2022208556 BK: 22125 PG: 890, 07/05/2022 at 04:17 PM, RECORDING 4 PAGES $35.50 D DOC STAMP COLLECTION $14476.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKCD56

Return to:

This instrument was prepared by
Peter R. Wallace
Skelton, Willis & Wallace, LLP
259 Third Street North
St. Petersburg, Florida 33701

WARRANTY DEED

(Wherever used herein, the terms "grantor" and "grantee" shall include the heirs, personal representatives, successors and/or assigns of the respective parties; use of the singular number shall include the plural, and the plural the singular; and use of any gender shall include all genders; whenever the context so admits or requires.)

THIS INDENTURE is made on July 1, 2022, by and between HALLMARK INVESTMENTS, INC., a Florida corporation, Grantor; and CARACARA, LLC, a Florida limited liability company with its mailing address at 2865 Executive Drive, Clearwater, Florida, 33762, Grantee.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and transfer unto Grantee, and to its heirs and assigns forever, the following described lands, situate, lying and being in Pinellas County, Florida:

See Legal Description of the Property attached hereto as Exhibit A.

The Parcel Identification Number for the Property is: 23-31-15-91836-008-0010.

TOGETHER with all the tenaments, hereditaments and appurtenances, with every privilege, right, title, interest and estate, remainder and easement thereto belonging or in anywise appertaining.

GRANTOR HEREBY COVENANTS WITH GRANTEE that Grantor is lawfully seized of the Property in fee simple, and that Grantor has good right and lawful authority to sell and convey the Property to Grantee.

TO HAVE AND TO HOLD the same, the above and hereby granted premises, unto the Grantee in fee simple forever, subject to:

(a) Taxes for the year 2022 and subsequent years;

(b) All covenants, limitations, conditions, easements, reservations, road rights-of-way and restrictions of record, if any; and

RECEIVED MAY 1 6 2023

(c) Applicable zoning, restrictions, prohibitions, building regulations and other requirements imposed by governmental authority; provided always, however, that any such interest that may have been terminated (or is terminable) is not hereby reimposed or extended.

GRANTOR DOES HEREBY FULLY WARRANT THE TITLE to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has set its hand and affixed its seal, effective on the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Peter R. Wallace
Signature of First Witness

Peter R. Wallace
Print or Type Name of First Witness

Stacey J. Whitworth
Signature of Second Witness

Stacey J. Whitworth
Print or Type Name of Second Witness

Hallmark Investments, Inc.
A Florida Corporation

By: _____
P. N. Risser, III
President

STATE OF FLORIDA :
COUNTY OF PINELLAS :

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 27th day of June 2022, by P. N. Risser, III, as President of Hallmark Investments, Inc., a Florida corporation, and on behalf of the corporation, who is personally known to me (Yes ✓ or No ____) or who has produced _____ (Type of Identification) as identification.

Signature of Acknowledger: Stacey J. Whitworth
Printed Name of Acknowledger:

Title or Rank of Acknowledger: NOTARY PUBLIC
STATE OF FLORIDA
My Commission Expires: July 2, 2024

(NOTARY PUBLIC STAMP)

STACEY J. WHITWORTH
MY COMMISSION # GG 983622
EXPIRES: July 2, 2024
Bonded Thru Notary Public Underwriters

EXHIBIT A

Legal Description of the Property

LOT 1, BLOCK 8, CITY OF TREASURE ISLAND, BLOCKS 1, 3, 5, 6, 7 & 8, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 2, 3 AND 4, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA,

LESS AND EXCEPT THAT PORTION OF SAID LOT 1 WHICH IS DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY CORNER OF SAID LOT 1; THENCE RUN NORTHEASTERLY, ALONG THE COMMON BOUNDARY LINE BETWEEN SAID LOT 1 AND LOT 2, BLOCK 8, OF SAID SUBDIVISION, A DISTANCE OF 125 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 2, BLOCK 8; THENCE RUN SOUTH 25°45'27" EAST, A DISTANCE OF 2 FEET; THENCE RUN SOUTHWESTERLY, ON A LINE PARALLEL WITH AND 2 FEET FROM THE COMMON BOUNDARY LINE BETWEEN SAID LOTS 1 AND 2, BLOCK 8, A DISTANCE OF 124.13 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT 1,BLOCK 8; THENCE RUN NORTHWESTERLY ALONG SAID SOUTHWESTERLY BOUNDARY OF SAID LOT 1, BLOCK 8, A DISTANCE OF 2.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL BEING ALSO DESCRIBED AS:

THAT PORTION OF LOT 1, BLOCK 8, CITY OF TREASURE ISLAND, BLOCKS 1, 3, 5, 6, 7 & 8, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 2, 3 AND 4 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS:

FROM THE SOUTHERLY MOST CORNER OF SAID LOT 1, BLOCK 8; THENCE ALONG THE NORTHEASTERLY RIGHT OF WAY OF GULF BOULEVARD, THE FOLLOWING 2 COURSES:

1. ALONG THE ARC OF A CURVE TO THE LEFT, 103.58 FEET, SAID CURVE HAVING A RADIUS OF 1196.28 FEET, A CHORD BEARING OF NORTH 48°16'55" WEST, 103.56 FEET, TO A POINT OF REVERSE CURVATURE;

2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, 44.28 FEET, SAID CURVE HAVING A RADIUS OF 1860.08 FEET, CHORD NORTH 50°04'51" WEST AND A CHORD DISTANCE OF 44.27 FEET;

THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, NORTH 64°14'33" EAST, 124.13 FEET; THENCE NORTH 25°45'27" WEST, 2.00 FEET; THENCE NORTH 64°14'33" EAST, 50.00 FEET; THENCE SOUTH 48°49'44" EAST, 150.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF 108TH AVENUE; THENCE SOUTH 64°14'33" WEST, ALONG SAID NORTHERLY RIGHT-OF- WAY LINE, 175.00 FEET TO THE POINT OF BEGINNING.

The Parcel Identification Number for the Property is 23-31-15-91836-008-0010.

INST # 95-200709
AUG 15, 1995 9:55AM

PINELLAS COUNTY FLA.
OFF.REC.BK 9077 PG 1770

PREPARED BY and RETURN TO:

Roger M. Pomerance, Esq.
Roger M. Pomerance, P.A.
1900 Corporate Blvd., NW
Suite 201A, East Building
Boca Raton, Florida 33431

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RECORDING	1	$33.00
DOC STAMP - DR219	3	$3,745.00
TOTAL:		$3,778.00
CHARGE AMOUNT:		$3,778.00

Property Appraisers Parcel Identification (Folio) Number(s): 23-31-15-91836-008-0010

Grantee TIN: _____

Special Warranty Deed

This Special Warranty Deed, made the 10th day of June, 1995, by **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, having a mailing address of P.O. Box 1706, Atlanta, GA 30301 (hereinafter called the "Grantor"), to **HALLMARK INVESTMENTS, INC.**, a Florida corporation, having a mailing address of c/o Martin Errol Rice P.A., P.O. Box 205, St. Petersburg, Florida 33731 (hereinafter called the "Grantee").

chg 293
RECORDING 33.00
DS 3745.00
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TEFS
MTT
PC
REV
TOTAL 3778.00
SW

[Wherever used herein the terms "Grantor" and "Grantee" include the parties to this instrument defined above and each of their respective successors and assigns.]

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain real property lying, situate and being in Pinellas County, Florida and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
(hereinafter called the "Property")

Documentary Tax Pd. $ 3745.00 Intangible Tax Pd. $ — Karleen F. DeBlaker, Clerk, Pinellas County By DC

The Property is conveyed subject to the following:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that, except as noted on Exhibit "B", at the time of delivery of this Special Warranty Deed, Grantor was lawfully seized of the Property in fee simple, the Property was free from all encumbrances made by Grantor, and that Grantor hereby warrants the title to the Property and will defend same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

Special Warranty Deed
-continued-

In Witness Whereof, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

CHEVRON U.S.A. INC.
a Pennsylvania corporation

Phyllis Ginn
[Signature of Witness]

PHYLLIS GINN
[Printed Name of Witness]

By: Harry P. Davis J

PRINT NAME: HARRY P. DAVIS, JR.

its: ASSISTANT SECRETARY
[PRINT TITLE ABOVE]

Teresa Lambert
[Signature of Witness]

Teresa Lambert
[Printed Name of Witness]

[Corporate Seal]

CHEVRON U.S.A. INC. INCORPORATED AUG. 9, 1922 PENNSYLVANIA

STATE OF GEORGIA

COUNTY OF COBB

I HEREBY CERTIFY that, on this day before me, an officer duly qualified to take acknowledgements, personally appeared HARRY P. DAVIS JR., as Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation, who is personally known to me ~~or who has produced _____ as identification,~~ and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes set forth therein.

WITNESS my hand and seal in the County and State last aforesaid this 20th day of June, 1995.

Lori G. Whatley
Print Name: LORI G. WHATLEY
Notary Public
Commission No.: N/A

LORI E. WHATLEY NOTARY PUBLIC COBB COUNTY, GEORGIA My Commission Expires November 9, 1996.

My Commission expires: 11/9/96

EXHIBIT A

Lot One (1) in Block Eight (8) of the CITY OF TREASURE ISLAND, BLOCKS 1,3,5,6,7, AND 8, according to the map of plat thereof recorded in Plat Book 27, at pages 2,3 and 4, of the public records of Pinellas County, Florida, LESS that portion of said lot which is described as follows: Begin at the most Westerly corner of said lot and thence run Northeasterly along the common boundary line between said lot and Lot 2 in Block 8 of said subdivision a distance of 125 feet to the most Easterly corner of said Lot 2 in Block 8; thence run South 25°45'27" East a distance of 2 feet; thence run Southwesterly on a line parallel with and 2 feet from the common boundary line between said Lots 1 and 2 in Block 8 a distance of 124.13 feet to the Southwesterly boundary of said Lot 1 in Block 8; thence run Northwesterly along said Southwesterly boundary of Lot 1 in Block 8 a distance of 2.18 feet to the POINT OF BEGINNING.

Being more particularly described as follows:

From the Southerly most corner of Lot 1, Block 8 of the CITY OF TREASURE ISLAND, BLOCKS 1,3,5,6,7, AND 8, according to the map of plat thereof recorded in Plat Book 27, at pages 2,3 and 4 of the Public Records of Pinellas County, Florida as the POINT OF BEGINNING; thence along the Northeasterly right of way of Gulf Boulevard the following two (2) courses:

1) along the arc of a curve to the left, 103.58 feet, said curve having a radius of 1196.28 feet, chord N.48°16'55"W., 103.56 feet to a point of reverse curvature;

2) thence along the arc of a curve to the right, 44.28 feet, said curve having a radius of 1860.08 feet, chord N.50°04'51"W., 44.27 feet

thence leaving said Northeasterly right of way, N.64°14'33"E., 124.13 feet; thence N.25°45'27"W., 2.00 feet; thence N.64°14'33"E., 50.00 feet; thence S.48°49'44"E., 150.00 feet to a point on the Northerly right of way of 108th Avenue; thence S.64°14'33"W., along said Northerly right of way, 175.00 feet to the POINT OF BEGINNING.

This is a Parcel Sketch AND NOT A SURVEY

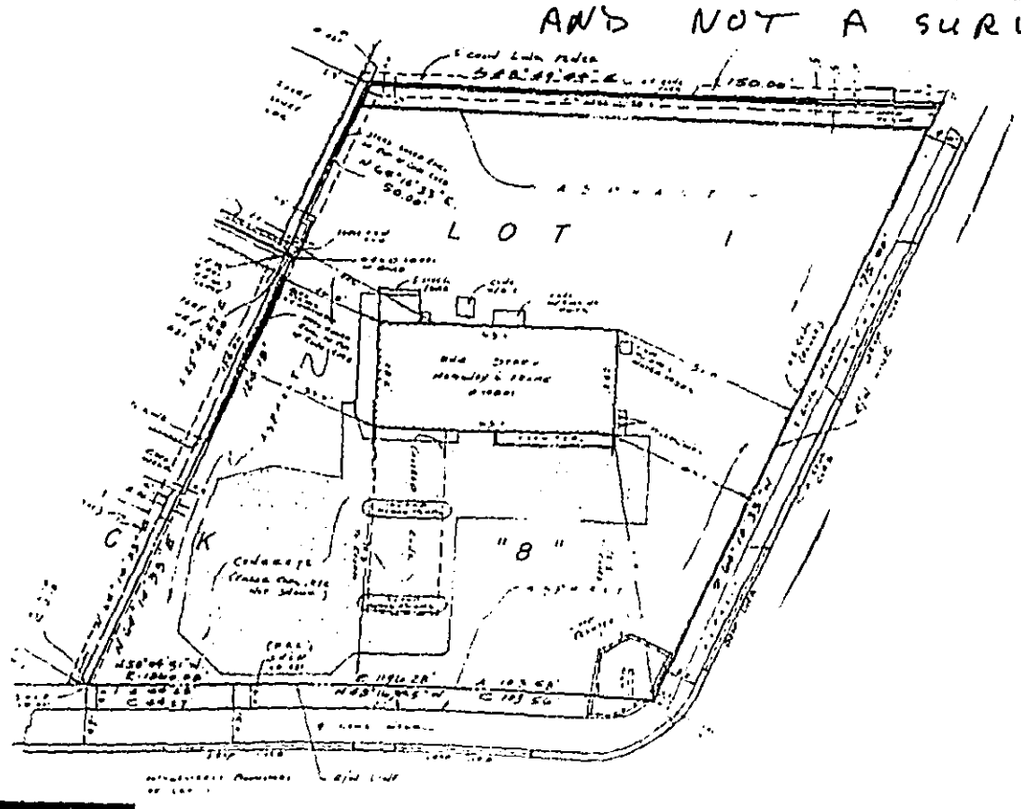


Exhibit "B"

1. Taxes for the year in which the deed is delivered to Grantee.
2. All easements, reservations, exceptions and restrictions of record, which matters are as follows:

   a. Matters as shown on the Plat of City of Treasure Island recorded in Plat Book 27, Page 2, but omitting any such covenant or restriction based on race, color, religion or national origin.
3. Zoning and building regulations applicable to the Property.
4. That state of facts depicted on that certain survey of the Property prepared by George F. Young Inc., dated 1/5/95.
5. The Property may not be used for residential, educational or hospital purposes.
6. That certain easement and agreement to be entered into by Grantor and Grantee contemporaneously with the delivery of the deed and recorded simultaneously therewith, relating to, among other things, environmental assessment and remedial work to be performed following closing by Grantor on the Property.

CERTIFICATE OF CORPORATE RESOLUTION

CHEVRON U.S.A. INC.

RESOLVED: That any officer of this Corporation or any division thereof be, and each of them is hereby, empowered in such capacity to execute for and on behalf of this Corporation (without the necessity of affixing the corporate seal) all papers requiring execution in the name of this Corporation, except no authority is conferred by this resolution for execution of any of the following:

(1) Leases or deeds to others covering oil, gas or other hydrocarbon or non-hydrocarbon minerals underlying fee lands of this Corporation where either book value or sale price exceeds Twenty-Five Million Dollars ($25,000,000.00) or the acreage exceeds 6,400 acres;

(2) Deeds or conveyances to others covering fee lands of this Corporation, other than rights of way and similar easements, where either book value or sale price exceeds Twenty-Five Million Dollars ($25,000,000.00);

(3) Documents, instruments or promissory notes in support of any borrowings; provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing;

(4) Documents or agreements establishing bank accounts in the name of this Corporation, or withdrawing of funds or closing of any bank accounts of this Corporation, and be it further

RESOLVED: That each party empowered by this resolution is authorized to affix the seal of this Corporation to such papers as require a seal and to acknowledge and deliver any such papers as fully as if special authority were granted in each particular instance; and be it further

RESOLVED: That any officer of this Corporation or of any division thereof, be and each of them is hereby empowered on behalf of this Corporation to appoint any person or persons whom they or any one of them may deem proper as Agents or Attorneys-in-Fact of this Corporation usually for a term of one (1) year but in no instance to exceed a term of five (5) years with such powers said persons or any of them may lawfully do by virtue of the authority herein granted to them; and be it further

RESOLVED: That the resolutions of similar import adopted by this Board of Directors on July 31, 1991, hereby are rescinded.

I, **HARRY P. DAVIS, JR.**, Assistant Secretary of **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, do hereby certify that the foregoing is a full, true and correct copy of certain resolutions adopted by unanimously written consent of Directors of said Corporation dated July 24, 1992 and that said resolutions are in full force and unrevoked.

WITNESS my hand and seal of said Corporation this 25th day of April, 1995.

Harry P. Davis

Harry P. Davis, Jr.
Assistant Secretary

(SEAL)

CHEVRON U.S.A. INC. INCORPORATED AUG. 9, 1922 PENNSYLVANIA

PINELLAS COUNTY FLA.
OFF.REC.BK 9077 PG 1775

COMMONWEALTH OF PENNSYLVANIA

Department of State

03/21/1995

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

CHEVRON U.S.A. INC.

is duly incorporated under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

ACTING Secretary of the Commonwealth

DPOS

State of Florida

Department of State

I certify from the records of this office that CHEVRON U.S.A. INC., is a corporation organized under the laws of Pennsylvania, authorized to transact business in the State of Florida, qualified on January 13, 1936.

The document number of this corporation is 804503.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on May 1, 1994, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-first day of March, 1995

Sandra B. Mortham
Secretary of State

CR2E022 (1-95)

Caracara, LLC
2865 Executive Dr.
Clearwater, FL 33762

February 7, 2023

RE: **Letter of Authorization**
Risser Rally
10801 Gulf Blvd.
Treasure Island, FL 33706
Parcel ID: 23-31-15-91836-008-0010

To Whom It May Concern:

This letter serves as confirmation that **Mark Bentley, Esq., B.C.S., AICP, and Ryan Manasse, of Johnson Pope Bokor Ruppel & Burns, LLP,** are authorized to act as agents on behalf of **Caracara, LLC** for the purpose of applying for permits, registering, re-registering, signing, submitting, remitting payments, and receiving official documents on my behalf.

Respectfully,

David J. Pellegrino

Print Name: DAVID PELLEGRINO
Title: TREASURER

STATE OF Florida
COUNTY OF Pinellas

The forgoing instrument was acknowledged before me this 7th day of February, 2023, by David Pellegrino, the Treasurer for Risser Rally who is ✓ personally known to me or _____ who has produced _____ as identification and who did (did not) take an oath.

Jacquelyn Copperwheat
Signature of Notary

JACQUELYN COPPERWHEAT
Commission # HH 324338
Expires January 22, 2027

Jacquelyn Copperwheat
Print Notary Name

Notary Public – State of Florida
Commission No. HH 324338
My Commission Expires: 1/22/27

(Notary Seal)

RECEIVED MAY 12 2023



Detail by Entity Name

Florida Limited Liability Company
CARACARA, LLC

Filing Information

Document Number	L08000033798
FEI/EIN Number	35-2338135
Date Filed	04/02/2008
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	02/26/2009
Event Effective Date	NONE

Principal Address

2865 EXECUTIVE DRIVE
C/O J COPPERWHEAT
CLEARWATER, FL 33762

Changed: 04/15/2009

Mailing Address

2865 EXECUTIVE DRIVE
C/O J COPPERWHEAT
CLEARWATER, FL 33762

Changed: 04/15/2009

Registered Agent Name & Address

Wallace, Peter R, Esq.
259 THIRD AVE. NORTH
ST. PETERSBURG, FL 33701

Name Changed: 03/25/2014

Address Changed: 03/26/2013

Authorized Person(s) Detail

Name & Address

Title MGRM

RISSER, P. N., III
2865 EXECUTIVE DRIVE
CLEARWATER, FL 33762

Title Treasurer

PELLEGRINO, DAVID
2865 EXECUTIVE DRIVE
CLEARWATER, FL 33762

Title Secretary

COPPERWHEAT, JACQUELYN
2865 EXECUTIVE DRIVE
CLEARWATER, FL 33762

Title President

Gladfelter, Shale
2865 EXECUTIVE DRIVE
CLEARWATER, FL 33762

Annual Reports

Report Year	Filed Date
2020	05/13/2020
2021	04/13/2021
2022	04/01/2022

Document Images

04/01/2022 -- ANNUAL REPORT	View image in PDF format
04/13/2021 -- ANNUAL REPORT	View image in PDF format
05/13/2020 -- ANNUAL REPORT	View image in PDF format
04/09/2019 -- ANNUAL REPORT	View image in PDF format
04/02/2018 -- ANNUAL REPORT	View image in PDF format
03/27/2017 -- ANNUAL REPORT	View image in PDF format
04/08/2016 -- ANNUAL REPORT	View image in PDF format
03/18/2015 -- ANNUAL REPORT	View image in PDF format
06/03/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
03/25/2014 -- ANNUAL REPORT	View image in PDF format
03/26/2013 -- ANNUAL REPORT	View image in PDF format
04/02/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- ANNUAL REPORT	View image in PDF format
04/08/2010 -- ANNUAL REPORT	View image in PDF format
04/15/2009 -- ANNUAL REPORT	View image in PDF format
02/26/2009 -- LC Name Change	View image in PDF format
04/02/2008 -- Florida Limited Liability	View image in PDF format



2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 01, 2022
Secretary of State
5213938237CC

DOCUMENT# L08000033798

Entity Name: CARACARA, LLC

Current Principal Place of Business:

2865 EXECUTIVE DRIVE
C/O J COPPERWHEAT
CLEARWATER, FL 33762

Current Mailing Address:

2865 EXECUTIVE DRIVE
C/O J COPPERWHEAT
CLEARWATER, FL 33762

FEI Number: 35-2338135

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WALLACE, PETER R ESQ.
259 THIRD AVE. NORTH
ST. PETERSBURG, FL 33701 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: PETER R. WALLACE 04/01/2022

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGRM
Name	RISSER, P. N. III
Address	2865 EXECUTIVE DRIVE
City-State-Zip:	CLEARWATER FL 33762

Title	TREASURER
Name	PELLEGRINO, DAVID
Address	2865 EXECUTIVE DRIVE
City-State-Zip:	CLEARWATER FL 33762

Title	SECRETARY
Name	COPPERWHEAT, JACQUELYN
Address	2865 EXECUTIVE DRIVE
City-State-Zip:	CLEARWATER FL 33762

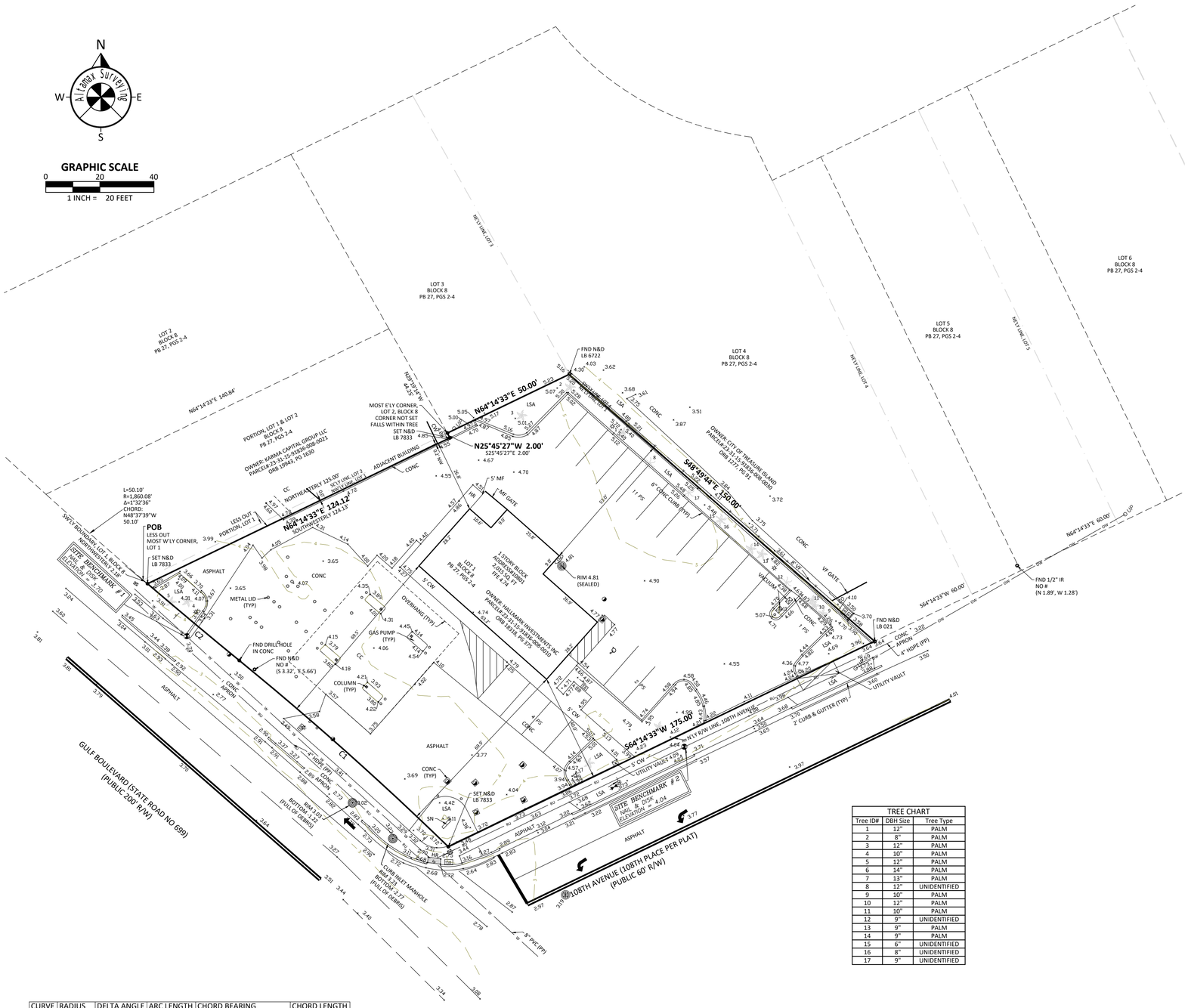
Title	PRESIDENT
Name	GLADFELTER, SHALE
Address	2865 EXECUTIVE DRIVE
City-State-Zip:	CLEARWATER FL 33762

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JACQUELYN COPPERWHEAT CORPORATE SECRETARY 04/01/2022

Electronic Signature of Signing Authorized Person(s) Detail — Date

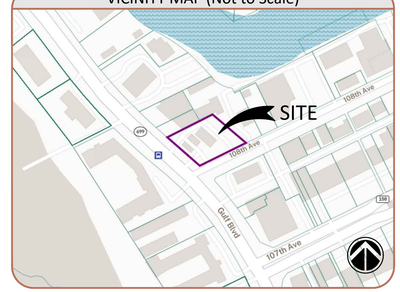
BOUNDARY & TOPOGRAPHIC SURVEY



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,196.28'	4°57'42"	103.58'	N48°16'55"W	103.56'
C2	1,860.08'	1°21'49"	44.27'	N50°04'51"W	44.26'

TREE CHART		
Tree ID#	DBH Size	Tree Type
1	12"	PALM
2	8"	PALM
3	12"	PALM
4	10"	PALM
5	12"	PALM
6	14"	PALM
7	13"	PALM
8	12"	UNIDENTIFIED
9	10"	PALM
10	12"	PALM
11	10"	PALM
12	9"	UNIDENTIFIED
13	9"	PALM
14	9"	PALM
15	6"	UNIDENTIFIED
16	8"	UNIDENTIFIED
17	9"	UNIDENTIFIED

VICINITY MAP (Not to Scale)



LEGEND

- AC - AIR CONDITIONER
- -BB- - BOTTOM OF BANK
- BHM - BUILDING HEIGHT MEASUREMENT
- BFP - BACK FLOW PREVENTER
- BM - BENCHMARK
- BOL - BOLLARD
- -E- - BURIED ELECTRIC LINE
- -C- - BURIED CABLE TELEVISION LINE
- CALC - CALCULATED
- C&M - CALCULATED & MEASURED
- Δ - CENTRAL ANGLE
- CBW - CONCRETE BLOCK WALL
- CC - COVERED CONCRETE
- CCR - CERTIFIED CORNER RECORD
- CF - CONCRETE FLUME
- CHW - CONCRETE HEADWALL
- CLF - CHAIN LINK FENCE
- ℄ - CENTERLINE
- CM - CONCRETE MONUMENT
- CMP - CORRUGATED METAL PIPE
- CO - CLEAN OUT
- CONC - CONCRETE
- COVD - COVERED
- CP - CONCRETE PAD
- CURB INLET
- CW - CONCRETE WALKWAY
- D - BURIED STORM/DRAIN LINE
- DB - DEED BOOK
- DE - DRAINAGE EASEMENT
- DOT INLET
- DP - DUMPSTER PAD
- DW - DRIVEWAY
- EASEMENT NUMBER
- ELECTRIC BOX
- ELECTRICAL METER
- EL - ELEVATION
- ESMT - EASEMENT
- EP - EDGE OF PAVEMENT
- FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION
- FPRN - FLORIDA PERMANENT REFERENCE NETWORK
- FIRM - FLOOD INSURANCE RATE MAP
- FFE - FINISHED FLOOR ELEVATION
- FH - FIRE HYDRANT
- FM - BURIED FORCE MAIN LINE
- FND - FOUND
- FO - BURIED FIBER OPTIC CABLE LINE
- FOB - FIBER OPTIC CABLE BOX
- FLAG POLE
- -G- - BURIED GAS LINE
- GM - GAS METER
- GV - GAS VALVE
- GREASE TRAP MANHOLE
- GUY WIRE ANCHOR
- HANDICAP PARKING
- HDPE - HIGH DENSITY POLYETHYLENE PIPE
- INST# - RECORD INSTRUMENT#
- INV - INVERT ELEVATION
- IP - IRON PIPE
- IR - IRON ROD
- L - ARC LENGTH
- LB - LICENSED BUSINESS
- LIGHT POLE
- LS - LICENSED SURVEYOR
- LSA - LANDSCAPED AREA
- MF - METAL FENCE
- MS - METAL SHED
- MES - MITERED END SECTION
- MONITORING WELL
- N&D - NAIL & DISK
- NAVD - NORTH AMERICAN VERTICAL DATUM
- NAD - NORTH AMERICAN DATUM
- NGVD - NATIONAL GEODETIC VERTICAL DATUM
- NTS - NOT TO SCALE
- ORB - OFFICIAL RECORDS BOOK
- -OW- - OVERHEAD WIRE
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PP - PER PLANS
- PG - PAGE
- PI - POINT OF INTERSECTION
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- # PS - PARKING SPACES
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PSP - PEDESTRIAN SIGNAL POLE
- PT - POINT OF TANGENCY
- PVC - POLYVINYL CHLORIDE PIPE
- R - CURVE RADIUS
- RCP - REINFORCED CONCRETE PIPE
- -R- - REUSE WATER LINE
- REUSE WATER METER
- REUSE WATER VALVE
- RP - RAMP
- R/W - RIGHT-OF-WAY
- SANITARY MANHOLE
- -S- - BURIED SANITARY LINE
- SF - SQUARE FEET
- SP - STATE PLANE
- SOO - SHOWN FOR DIRECTION ONLY
- SN - SIGN
- SWF - STOCK WIRE FENCE
- SEWER VALVE
- XXX.OO - SPOT ELEVATION
- STORM MANHOLE
- -T- - BURIED TELECOMMUNICATIONS LINE
- TELECOMMUNICATIONS MANHOLE
- STORM INLET
- -TB- - TOP OF BANK
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGN
- TRANSFORMER/JUNCTION BOX
- TELEPHONE RISER
- TRAFFIC SIGNAL BOX
- TELEVISION BOX
- TSW - TRAFFIC SIGNAL WIRE
- TYP - TYPICAL
- -U- - UNKNOWN UTILITY
- UE - UTILITY EASEMENT
- UP - UTILITY POLE
- UM - UTILITY MARKER
- VCP - VITRIFIED CLAY PIPE
- VF - VINYL FENCE
- -W- - BURIED WATER LINE
- WF - WOOD FENCE
- WS - WOOD SHED
- WATER VALVE
- WATER METER
- YD - YARD DRAIN

DESCRIPTION:

LOT 1, BLOCK 8, CITY OF TREASURE ISLAND, BLOCKS 1, 3, 5, 6, 7 & 8, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 2,3 AND 4, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

LESS THAT PORTION OF SAID LOT 1 WHICH IS DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY CORNER OF SAID LOT 1; THENCE RUN NORTHEASTERLY, ALONG THE COMMON BOUNDARY LINE BETWEEN SAID LOT 1 AND LOT 2, BLOCK 8, OF SAID SUBDIVISION, A DISTANCE OF 125 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 2, BLOCK 8; THENCE RUN SOUTH 25°45'27" EAST, A DISTANCE OF 2 FEET; THENCE RUN SOUTHWESTERLY, ON A LINE PARALLEL WITH AND 2 FEET FROM THE COMMON BOUNDARY LINE BETWEEN SAID LOTS 1 AND 2, BLOCK 8, A DISTANCE OF 124.13 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT 1,BLOCK 8; THENCE RUN NORTHWESTERLY ALONG SAID SOUTHWESTERLY BOUNDARY OF SAID LOT 1, BLOCK 8, A DISTANCE OF 2.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL BEING ALSO DESCRIBED AS:

THAT PORTION OF LOT 1, BLOCK 8, CITY OF TREASURE ISLAND, BLOCKS 1,3,5, 6,7& 8, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLATBOOK 27, PAGES 2,3 AND 4 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF SAID LOT 1, BLOCK 8; THENCE RUN, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GULF BOULEVARD, THE FOLLOWING 2 COURSES AND DISTANCES: 1. ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 103.58 FEET, SAID CURVE HAVING A RADIUS OF 1196.28 FEET, A CHORD BEARING OF NORTH 48°16'55" WEST AND A CHORD DISTANCE OF 103.56 FEET, TO A POINT OF REVERSE CURVATURE; 2. THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 44.28 FEET, SAID CURVE HAVING A RADIUS OF 1860.08 FEET, A CHORD BEARING OF NORTH 50°04'51" WEST AND A CHORD DISTANCE OF 44.27 FEET; THENCE, LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 64°14'33" EAST, 124.13 FEET; THENCE RUN NORTH 25°45'27" WEST, 2.00 FEET; THENCE RUN NORTH 64°14'33" EAST, 50.00 FEET; THENCE SOUTH 48°49'44" EAST, 150.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 108TH AVENUE; THENCE SOUTH 64°14'33" WEST, ALONG SAID NORTHERLY RIGHT-OF- WAY LINE, 175.00 FEET TO THE POINT OF BEGINNING.

GENERAL SURVEY NOTES:

1. BEARING STRUCTURE IS BASED ON THE MONUMENTED NORTHERLY RIGHT OF WAY LINE OF 108TH AVENUE; BEING: S64°14'33"W PER OFFICIAL RECORDS BOOK 18318, PAGE 375, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ENGINEER AND CONTRACTOR SHALL VERIFY MEASUREMENTS OF CONNECTIONS TO EXISTING UTILITIES BEFORE ORDERING MATERIALS AND BEFORE COMMENCEMENT OF CONSTRUCTION. IF THERE IS A DISCREPANCY BETWEEN THE MEASUREMENTS SHOWN HEREON AND THE VERIFYING MEASUREMENTS, THIS SURVEYOR SHALL BE CONTACTED IMMEDIATELY TO FURTHER VERIFY THE DISCREPANCY.

4. THIS SITE LIES IN ZONE VE PER FLOOD INSURANCE RATE MAP NO. 12103C0194H, COMMUNITY NO. 125153, CITY OF TREASURE ISLAND, FLORIDA, EFFECTIVE 08-24-2021.

5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.

6. THIS SURVEY MADE WITHOUT BENEFIT OF COMMITMENT FOR TITLE OR SEARCH OF PUBLIC RECORDS FOR EASEMENTS AND/OR ENCUMBRANCES THAT MAY AFFECT THIS SUBJECT PROPERTY.

7. ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION PBE 147 USE, BEING: 4.51 FEET, (NAVD 88), PUBLISHED BY NATIONAL GEODETIC SURVEY.

8. THE MAPPED FEATURES SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE, NAD(83)-(2011)-(EPOCH 2010.0000), ESTABLISHED PER FDOT FPRN.

LAND AREA:

CONTAINS 23,754 SQUARE FEET OR 0.5453 ACRES MORE OR LESS.

Certified to:

McGimsey Development LLC

JAMES DENNIS BRAY
License Number
PSM6507
STATE OF FLORIDA
Professional Surveyor and Mapper

This Survey is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature with the ability to validate. (See: www.altamaxsurveying.com for instructions on signature validation). The seal appearing on this document was authorized by the signing Professional Surveyor and Mapper on the Date of the electronic signature.

ADDRESS:
10801 GULF BOULEVARD
TREASURE ISLAND, FL 33706

Job Information

JOB NO. 904894
CF NO. PIN-27-3-LOT1-BLK8
FIELD DATE: 03-08-2022
SCALE: 1" = 20'
DRAWN BY: PT

Revisions

Date:	Description	By:

Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

James D. Bray PSM 6507

SHEET 1 OF 1

SITE PLAN GENERAL NOTES

1. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF BUILDING.
2. EXISTING IMPROVEMENTS SHOWN ARE TAKEN FROM BOUNDARY & TOPOGRAPHIC SURVEY BY ALTAMAX SURVEYING.
3. BUILDING AND SIDEWALK DIMENSIONS ARE TO OUTSIDE EDGE OF WALL.
4. ALL TIES TO THE PROPERTY LINE ARE BASED ON THE BOUNDARY & TOPOGRAPHIC SURVEY.
5. ALL CURB RADIUS ARE 3' UNLESS OTHERWISE NOTED.
6. ALL THE SIGNING AND PAVEMENT MARKINGS SHALL BE PROVIDED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FDOT DESIGN STANDARDS, AND THE MANATEE COUNTY PUBLIC WORKS DEPARTMENT - HIGHWAY, TRAFFIC, AND STORMWATER STANDARDS.

VARIANCE REQUEST

1. VARIANCE REQUEST TO REDUCE BUILDING FROM TWO STORY TO ONE STORY

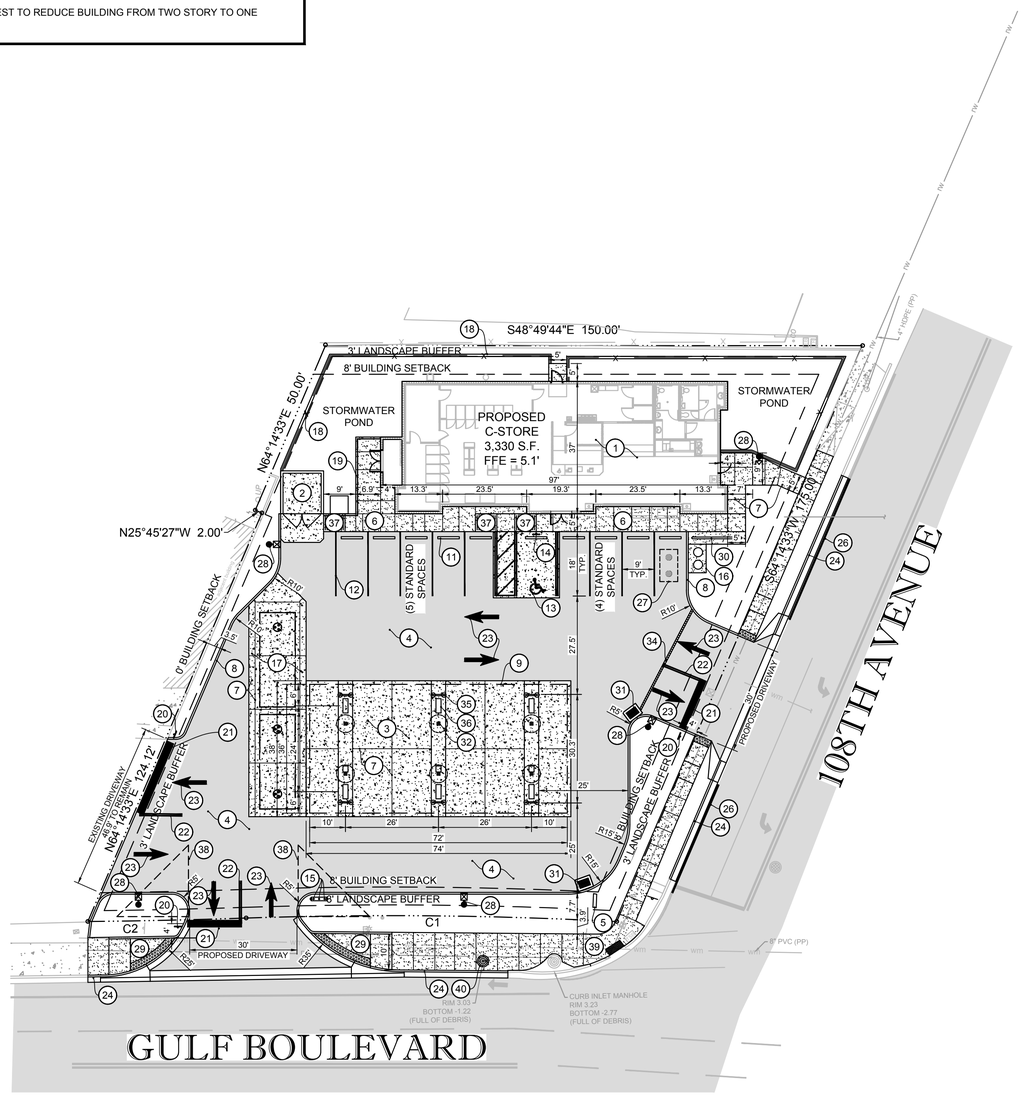
NOTE

a. ALL DESIGN AND CONSTRUCTION MUST CONFORM TO THE MINIMUM STANDARDS SET DOWN IN CITY OF TREASURE ISLAND LAND DEVELOPMENT, ZONING AND/OR RELATED ORDINANCES AND MINIMUM TESTING FREQUENCY REQUIREMENTS.

b. ALL ELEVATIONS MUST BE PER NAVD88.

UTILITIES PROVIDER

WATER:	PINELLAS COUNTY UTILITIES
SEWER:	CITY OF TREASURE ISLAND
POWER:	DUKE ENERGY
SOLID WASTE:	WASTE MANAGEMENT
RECLAIM WATER:	PINELLAS COUNTY



PLAN VIEW | SCALE 1" = 20' | -

SITE DATA

SITE ADDRESS:	10801 GULF BLVD. ST. PETE BEACH, FLORIDA 33706
PARCEL NUMBER:	23-31-15-91836-008-0010
SITE AREA:	23,754 SQ FT
BUILDING AREA:	3,330 SQ FT (37' x 97')
EXISTING ZONING:	PR-MU GB
FLOOD ZONE:	COASTAL AE-11
OVERLAY DISTRICT:	DOWNTOWN OVERLAY DISTRICT
EXISTING LAND USE:	COMMERCIAL (RETAIL W/ FUEL SALES)
DEVELOPED USE:	COMMERCIAL (RETAIL W/ FUEL SALES)

PARKING REQUIREMENTS

PARKING REQUIRED: GENERAL RETAIL
1 SPACE PER 375 SF
3,330 SF/ 375 SF
= 9 SPACES

9 REGULAR SPACES
+ 1 HANDICAP SPACES

10 = TOTAL SPACES

TOTAL PARKING PROVIDED:

STANDARD PARKING	= 9 SPACES
HANDICAP PARKING	= 1 SPACES
TOTAL PARKING	= 10 SPACES

BUILDING REQUIREMENTS

BUILDING SETBACK - FRONT (GULF BLVD.)	= 8'
BUILDING SETBACK - SIDE (108TH AVE.)	= 8'
BUILDING SETBACK - SIDE (EAST)	= 0'
BUILDING SETBACK - REAR (SOUTH)	= 8'
BUILDING MAX HEIGHT	= 31'
LANDSCAPE BUFFER - FRONT (75TH AVE.)	= 3'
LANDSCAPE BUFFER - SIDE (BLIND PASS RD.)	= 3'
LANDSCAPE BUFFER - SIDE (EAST)	= 3'
LANDSCAPE BUFFER - REAR (SOUTH)	= 3'

LEGAL DESCRIPTION

TREASURE ISLAND, CITY OF BLK 8, LOT 1 LESS THAT PART DESC BEG MOST WLY COR OF SD LOT 1 TH N64D14'33"E 125FT TO MOST E'LY COROF LOT 2 TH S25D45'27"E 2FT TH S64D14'33"W 124.13FT TO W'LY LOT LINE TH NW'LY 2.18FT TO POB

PROPOSED SITE AREAS

DISCRIPTION	AREA (SF)	PERCENT %	AREA (AC.)
VEHICULAR USE AREA	14,172	59.66	0.325
BUILDING AREA	3,330	14.02	0.076
GAS CANOPY	2,592	10.91	0.060
TRASH ENCLOSURE AREA	144	0.61	0.003
SIDE WALK	1,071	4.51	0.025
TOTAL IMPERVIOUS	18,717	78.80	0.430
PERVIOUS AREA	5,037	21.20	0.116
GROSS SITE	23,754	100.00	0.545
LOT COVERAGE		24.93	

KEYED NOTES (CONTINUED)

37	NEW HANDICAP RAMP
38	20' x 20' PEDESTRIAN SIGHT TRIANGLE
39	NEW FDOT SIDEWALK CURB RAMP
40	CONTRACTOR TO ADJUST EXISTING MANHOLE RING AND COVER TO PROPOSED GRADE

LEGEND

- PROPOSED CURB
- PROPOSED CONCRETE LESS THAN 6"
- PROPOSED CONCRETE 6" OR GREATER
- NEW ASPHALT PAVEMENT
- EXISTING CONCRETE
- PROPERTY LINE
- SETBACK/BUFFER
- PROPOSED PAVEMENT
- AREA LIGHT

KEYED NOTES

1	NEW CONVENIENCE STORE WITH CARWASH
2	NEW DOUBLE TRASH ENCLOSURE
3	NEW 6" CONCRETE PAVEMENT
4	NEW ASPHALT
5	NEW COMPLIANCE FREESTANDING ID SIGN
6	NEW 4" CONCRETE SIDEWALK, SEE PLAN FOR WIDTH
7	SAWCUT A 1/4" CONTROL JOINT IN NEW CONCRETE AS SHOWN. NEW CONTROL JOINT DEPTH MUST BE A MINIMUM OF 25% OF THE OVERALL SLAB DEPTH AND BE PERFORMED WITHIN 12 HR OF POUR. (TYPICAL)
8	NEW 6" X 18" VERTICAL CURB, 3-FOOT CURB TRANSITION AT PATHWAYS
9	NEW CANOPY
10	NEW 8" CONCRETE TANK SLAB
11	NEW WHEEL STOP (TYPICAL OF 10)
12	NEW 6-INCH "WHITE" PARKING/AISLE STRIPE (CONTINUOUS PAINT) (TYP)
13	HANDICAP PARKING SPACES AND ACCESS AISLE TO BE SIGNED AND MARKED
14	NEW HANDICAP PARKING SIGN(S) WITHIN BOLLARD (TYPICAL OF 2)
15	NEW VENT RISER STACKS (SEE TANK DRAWINGS)
16	NEW 8'x5' CONCRETE PAD FOR AIR/VACCUUM MACHINES. CONTRACTOR TO COORDINATE WITH OWNER.
17	NEW 10-INCH TANK SLAB
18	NEW STORMWATER POND RETAINING WALL WITH 6' CHAINLINK FENCE AROUND PERIMETER
19	NEW STORMWATER POND RETAINING WALL WITH 6' CHAINLINK FENCE AND GUARD RAIL
20	NEW 30-INCH R1-1 "STOP SIGN"
21	NEW 24-INCH "WHITE" STOP BAR (CONTINUOUS PAINT)
22	NEW 6-INCH "DOUBLE YELLOW" LANE STRIPE (CONTINUOUS PAINT)
23	NEW "WHITE" DIRECTIONAL ARROW
24	NEW FDOT "TYPE F" CURB AND GUTTER PER FDOT INDEX 300
25	NEW TWO (2) 15,000 GALLON UST
26	NEW 6-INCH THERMOSTAT TRAVELING LANE
27	NEW GREASE INTERCEPT
28	NEW AREA LIGHT. SEE PHOTOMETRIC PLAN
29	NEW 10- SIDEWALK WITH CURB RAMP PER FDOT INDEX 522-02 (CR-6)
30	NEW BIKE RACK TO MIN. FIVE (5) BIKES
31	NEW STORMWATER INLET
32	NEW 40:B-C FIRE EXTINGUISHER (TYP OF 6)
33	NEW 5' SIDEWALK WITH FLARED DRIVEWAY PER FDOT INDEX 522-003
34	NEW TRENCH DRAIN
35	NEW U-SHAPED BOLLARDS (TYP OF 6)
36	NEW 3+1 PRODUCT DISPENSERS (TYP OF 6)

REFERENCE NORTH

0' 20' 40'

SCALE: 1" = 20'

No.	Revision/Issue	Date
1	REVISED PER CITY COMMENTS	04/18/23

INFINITY ENGINEERING GROUP, LLC
1208 East Kennedy Boulevard
Suite 230
Tampa, Florida 33602
[p]: 813.434.4770
[f]: 813.445.4211
www.iegroup.net
FL Cert. of Auth. No. 27889

Client Name

Rally

NISIT SAPPARKHAO, P.E.
FL REG. NO. 64085

Date

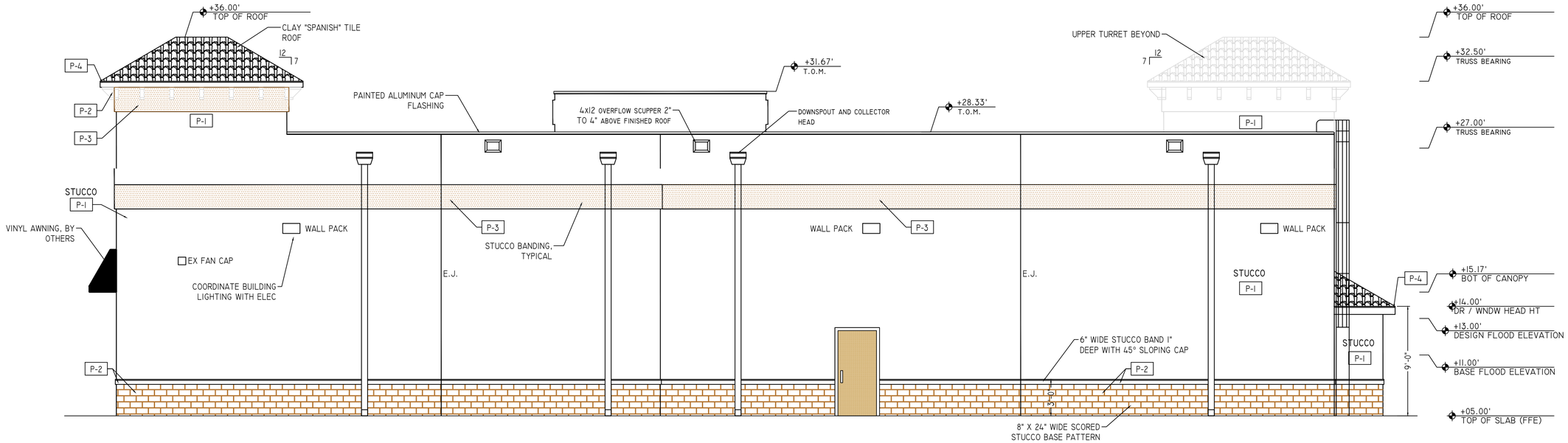
Project Name and Address
RISSER RALLY
10801 GULF BLVD.
TREASURE ISLAND, FL 33706

Sheet Title
SITE PLAN

Project No.	35-652.00
Date	10/12/22
Scale	AS NOTED
Sheet	C02.01



BUILDING FRONT ELEVATION | SCALE NTS | -



BUILDING REAR ELEVATION | SCALE NTS | -

No.	Revision/Issue	Date
1	REVISED PER CITY COMMENTS	04/18/23

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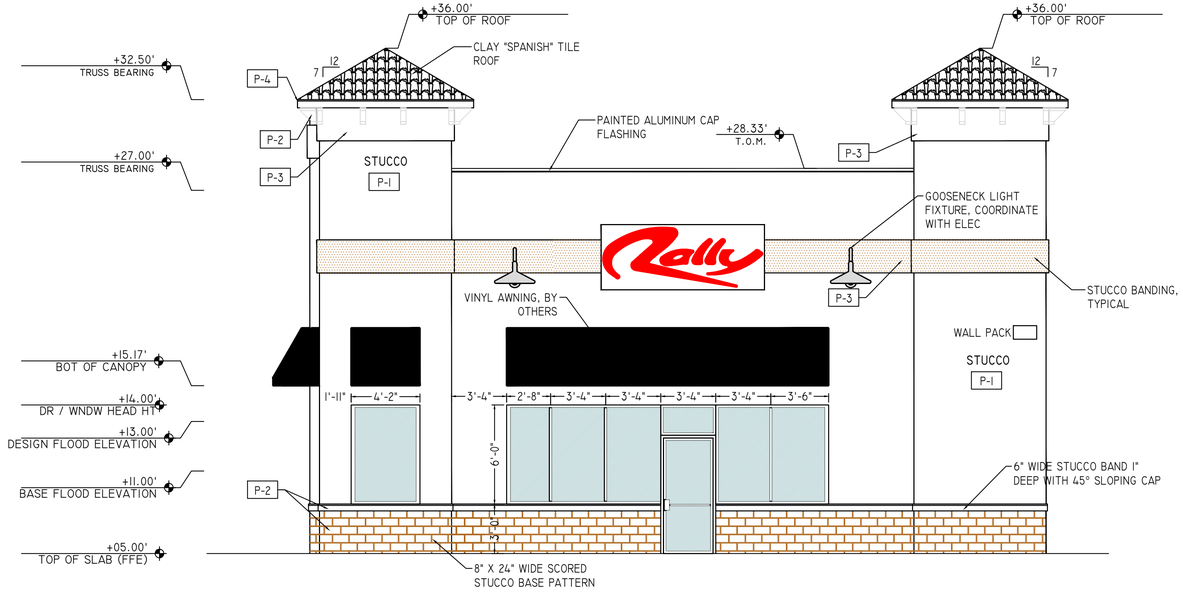
Date

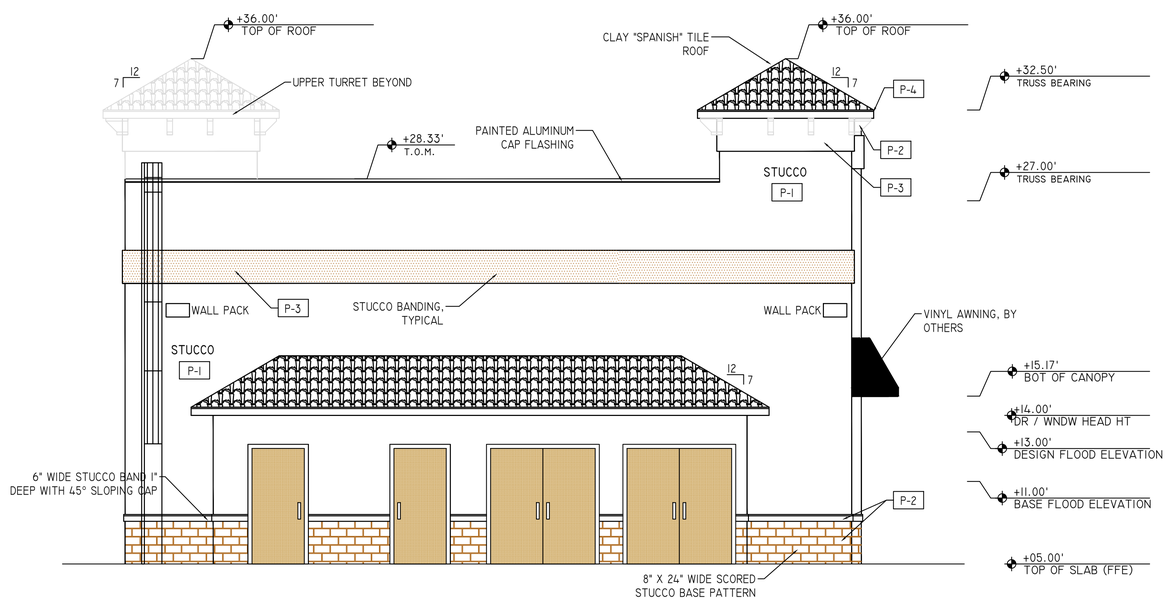
Project Name and Address
RISSER RALLY
10801 GULF BLVD.
TREASURE ISLAND, FL 33706

Sheet Title
ELEVATIONS

Project No.	Sheet
35-652.00	EL01
Date: 10/12/22	
Scale: AS NOTED	



BUILDING SIDE ELEVATION | SCALE NTS | -



BUILDING SIDE ELEVATION | SCALE NTS | -

No.	Revision/Issue	Date
1	REVISED PER CITY COMMENTS	04/18/23

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Date

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10801 GULF BLVD.
TREASURE ISLAND, FL 33706

Sheet Title
ELEVATIONS

Project No.	Sheet
35-652.00	EL02
Date: 10/12/22	
Scale: AS NOTED	

AGENDA ITEM NO. I.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 23, 2023
SUBMITTED BY:	William Barrs, Fire
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second and Final Reading of Ordinance No. 2023-10, Smoking Ban on Public Beach and Parks
BACKGROUND:	The Commission previously discussed this item this past summer and while having consensus to pursue banning smoking on the beach there were a number of things that still need to be discussed and decided such as how to treat the Central Beach Trail and the public beach to the east of the trail (referred to a no mans land). Additionally, there was a desire expressed by the Commission to be inline with other neighboring communities up and down the barrier island so it was decided to coordinate through the Big-C. The Big-C meetings were disrupted by Hurricane Ian for the month of September when this item was last scheduled to be discussed. This discussion was then postponed until larger beach entities such as Pinellas County pass their No Smoking Ban to not only allow ourselves to be aligned, but also from the public education perspective of getting the word out across the beaches from the North to the Southern part of the barrier island. The Commission discussed this item at the July 18th work session and provided consensus of the direction of the No Smoking Ordinance. First reading of the proposed ordinance was on 8/8/2023.
POLICY/PURPOSE:	To approve at 2nd reading the proposed ordinance banning smoking from the City's Beaches and Parks.
STRATEGIC PLAN RELEVANCE:	Environmental Sustainability Road Map, Goal1: Become an environmentally sustainable and resilient community.

ANALYSIS/DISCUSSION: Since discussed on July 18, 2023, Pinellas County has a adopted an ordinance banning smoking from beaches and parks, in addition to the Cities of Clearwater and St Petersburg.

The proposed ordinance includes the following attributes for the City Commission's consideration for the City of Treasure Island, which aligns with the recently adopted No Smoking ordinances are listed below:

- prohibits smoking and vaping on beach trail, exception is unfiltered cigars (as preempted by the State of Florida)
- prohibits on beaches and in parks
- allows for resolution of commission for exemption of this ordinance a City sponsored or co-sponsored event
- beach areas under a license agreement would be controlled by licensee (this is unique to Treasure Island)
- allows for code/law enforcement to issue a citation ($88)
- smoking would be allowed in beach and park parking lots with increased litter receptacles and education signage

The City of St. Petersburg has adopted a Smoking Ban to include beaches and parks, includes electronic cigarettes, lighted tobacco products, including cigarettes, pipe tobacco, and any other lighted tobacco product with the exception of unfiltered cigars. Additionally, the City of St. Petersburg created their own definitions, while the proposed ordinance uses statutory definitions.

The City of Clearwater as adopted a Smoking Ban to include public beaches and parks, includes electronic cigarettes, lighted tobacco products (excluding the unfiltered cigars as pre-empted by the State of Florida). Banned areas include parking areas if included in the definition of the park. Parking areas next to beaches is not clearly defined.

FUNDING: Funding for signage and butt receptacles should be expected and time spent to craft public messaging and amending the City's website about the ordinance will be performed.

MOTION: I move to adopt / deny Ordinance 2023-10, No Smoking on Beaches and Parks at this second and final reading.

ATTACHMENTS:
COTI ORD 2022 BANNING SMOKING VAPING AT PUBLIC PARKS-BEACHES (02373805-

9).docx
Clearwater ordinance 9690-23.pdf
st-petersburg ordinance (1).pdf
Pinellas County FINAL ordinance Beach Smoking.pdf
Ordinance 2023-10 Legal Ad Proof 08 16 2023.pdf

ORDINANCE NO. 2023 -10

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA TO AMEND CHAPTER 24, ARTICLE II, RULES AND REGULATIONS FOR PUBLIC FACILITIES AND BEACHES, SECTION 24-33, "GENERAL RULES AND REGULATIONS" TO PROHIBIT SMOKING AND VAPING WITHIN PUBLIC PARKS, RECREATION FACILITIES AND PUBLIC BEACHES EXCEPT AS PROVIDED HEREIN; AMENDING SECTION 24-36 "PENALTY" TO PROVIDE FOR ENFORCEMENT THROUGH SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; AND PROVIDING FOR SEVERABILITY, CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the "Florida Clean Indoor Air Act" ("Act") to protect the public health, comfort, and environment by creating public places that are reasonably free from tobacco smoke and vapor; and

WHEREAS, the Act preempted the regulation of smoking to the State of Florida; and

WHEREAS, effective July 1, 2022, the Legislature broadened the Act, removing references to "indoor" air, and allowed municipalities to restrict smoking and vaping within public parks and beaches within jurisdiction; and

WHEREAS, the revised Act prohibits municipalities from restricting the smoking of unfiltered cigars; and

WHEREAS, based on the legislative amendment, the City desires to amend its Code of Ordinances to add a prohibition on smoking in its parks and beaches to protect the public from potential health hazards and to provide for an enforcement mechanism for this prohibition; and

WHEREAS, the Florida Legislature found that cigarettes are the leading cause of fire deaths in Florida and the nation, with staff analyses referencing various studies from the United Health Foundation, Centers for Disease Control and Prevention, and others on the impact smoking has on the health of citizens and that secondhand smoke in crowded outdoor areas can cause concentrations of air contaminants comparable to those caused by indoor smoking; and

WHEREAS, another significant issue with tobacco smoking on the City's public beaches and parks are discarded cigarette filters and vapor-generating electronic devices such as used e-cigarette cartridges and pens ("vapes"), are made from non-biodegradable substances such as cellulose acetate that contains hazardous substances that can be toxic to animals; and

WHEREAS, it is estimated that up to two-thirds of cigarette filters are discarded as litter that can take years to decompose and contains hazardous, potentially toxic substances; and

WHEREAS, research conducted by the Ocean Conservancy, a non-profit environmental advocacy group found that the litter from cigarettes and vapes, is made of plastic fibers that erode into smaller pieces that accumulate in various organisms and are frequently found in the intestines of dead or sick seabirds, sea turtles, fish, and dolphins, posing a danger to local wildlife and ocean animals; and

WHEREAS, the waste from vapes contains mercury, lead, and other toxic chemicals that can leach into soil or sand, is not biodegradable, poses as a choking hazard for small children, animals, and ocean creatures, and is being discarded as litter in increasing numbers throughout Florida's public spaces; and

WHEREAS, beach clean-up volunteers in the City have repeatedly identified cigarette filters as being the most significant and pervasive litter on City beaches; and

WHEREAS, the City has a compelling interest in maintaining the quality of the environment of its public parks and beaches to promote tourism, the local economy, the environment, and the public health by reducing the amount of toxic second-hand smoke and cigarette and vape litter present in crowded outdoor public spaces; and

WHEREAS, the prohibition of smoking and vaping at its parks and beaches is narrowly tailored to preserve and maintain the City's natural assets by reducing litter, while lessening the public's exposure to tobacco smoke and vapor, thereby providing for a healthier and more pleasant park and beach experience; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. That Section 24-33 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to add a new subsection (7) which reads as follows:

Sec. 24-33. - General rules and regulations.

The following rules and regulations as may hereinafter be amended from time to time by resolution of the city commission shall apply to all parks, recreation facilities and public beaches within the city:

(1) No glass containers shall be permitted.

(2) No confetti, rice or bird seed shall be thrown on city property.

(3) No commercial use of city property is permitted without a permit from the city manager or his designee.

(4) No temporary structures shall be permitted without written authorization from the community development department.

(5) Compliance with the city noise ordinance shall be adhered to at all times.

(6) All outdoor public assemblies, sponsored or unsponsored, advertised or not advertised, and open to the public, shall cease by sunset. Group sponsored or unsponsored outdoor public assemblies open to the public, include, but are not limited to, the Drum Circle, Sanding Ovations, Bands on the Sand, and any other similar groups or activity. A permit may be approved by resolution by the city commission for a later ending time of the activity or event. In considering whether to approve a permit for an extended termination time, the commission may include such factors as:

a. The nature of the event;

b. The expected number of participants or attendance;

c. The provision of sanitary facilities;

d. Provision for cleanup;

e. Methods to be employed by applicant to maintain an orderly event or activity;

f. Any other factors the commission in its sole discretion considers necessary to protect the health, safety and welfare of the community.

(7) No smoking, except unfiltered cigars, and no vaping; including during those activities listed in section 24-35(1) and (2) of this article. Notwithstanding the foregoing, smoking and vaping are permitted in city-owned parking lots and as otherwise authorized by the commission through license agreements and special event permits. For the purposes of this article, "smoking" and "vaping" are as defined in chapter 386, Florida Statutes, as may be amended.

SECTION 3. That Section 24-36 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 24-36. – Penalty and enforcement.

(a) It shall be illegal for any person, firm, corporation or other entity to violate the above rules and regulations as may from time to time be amended.

(b) It shall be unlawful for any person to stage, present, conduct, or attempt to stage, present or conduct an outdoor public assembly beyond the time limitations established in this article, without a permit.

(c) It shall be unlawful for any person to participate in an outdoor public assembly beyond the time limitations established in this article, without a permit.

(d) City code and law enforcement officers are hereby authorized to enforce this article pursuant to the supplemental county or municipal code or ordinance enforcement procedures set forth in F.S. § 162.21, as same may be amended from time to time. The city code and law enforcement officers are authorized and directed to strictly enforce this article in accordance with section 1-15 of the city code. When the code or law enforcement officer has reasonable cause to believe, based upon personal investigation, that a person has committed a violation of this article, the city code or law enforcement officer is hereby authorized to issue a citation.

(e) Prior to issuing a citation, the code or law enforcement officer shall provide notice to the person that the person has committed a violation of this article and that said person has a reasonable time period to desist in the violation. If, upon personal investigation, the code or law enforcement officer finds that the person has not timely corrected the violation, the code or law enforcement officer may issue a citation to the person who has committed the violation. The code or law enforcement officer is not required to provide any period of time to correct the violation prior to issuance of a citation if the code or law enforcement

officer has reason to believe that the violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable, irreversible or not capable of being cured.

(f) The citation shall contain the dollar amount of the fine to be imposed in the event the person does not contest the citation and notice of the necessary procedures to contest the citation in the county court for the city. Additionally, the citation shall contain all other requirements of F.S. § 162.21(3)(c). If the person elects not to contest the citation, the person shall pay the applicable civil penalty to the clerk of the county court within 30 days after issuance of the citation. Alternatively, if the person elects to contest the citation, the person shall request a hearing through the clerk of the county court within 30 days after the issuance of the citation. The clerk shall schedule a hearing in the county court and shall provide written notice of the hearing to the person as well as the code or law enforcement officer. Citations contested in the county court shall be subject to court costs as well as the civil penalty set forth in this chapter. Any violator of such rules and regulations shall be punished by a fine not to exceed $500.00 per violation. In addition, any person violating the above rules and regulations shall be subject to being removed from the property.

(g) Each occurrence of any violation of any provision of this article shall constitute a separate offense. A violation of the provisions of this article, by any person, shall be punishable by civil penalties as a category V violation, with an uncontested fine amount of $88.00.

(h) In addition to the civil penalties provided, the city commission is hereby authorized to institute any appropriate action or proceeding, including a suit for injunctive relief, in order to prevent or abate violations of this article.

SECTION 4. Each provision of this Ordinance shall be deemed separate and severable and if any section or part thereof is held to be invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected.

SECTION 5. All ordinances or portions of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 6. Sections 2 and 3 of this Ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinances to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase to accomplish such intention.

SECTION 7. This Ordinance shall become effective immediately upon its final passage.

FIRST READING and PUBLIC HEARING: _____, 2023.

SECOND READING and PUBLIC HEARING: _____, 2023.

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

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

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

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ORDINANCE NO. 9690-23

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA; AMENDING CHAPTER 2, ARTICLE V, DIVISION 3, EMPLOYEES' PENSION PLAN, AMENDING SECTION 2.414 "PARTICIPATION"; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clearwater Employees' Pension Plan (the "Plan") governs the payment of retirement benefits for City employees;

WHEREAS, the City is desirous of attracting and retaining employees to be the Police Chief and Fire Chief;

WHEREAS, the Police Chief and the Fire Chief may opt out of the Pension Plan;

WHEREAS, the City wants to clarify that a Police Chief or Fire Chief who is rehired after normal retirement and who opts out of the System is entitled to an in-service distribution of their retirement benefits after their rehire;

WHEREAS, the Plan's actuary has studied the cost of this amendment;

WHEREAS, the Board of Trustees of the City of Clearwater Employees' Pension Plan has prepared this ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA, THAT:

Section 1: Section 2.414 of the Code of Ordinances of the City of Clearwater is hereby amended to read as follows:

Section 2.414. Participation

(a) *Participation.*

(1) Unless otherwise provided herein, all employees of the employer shall be required to make the contributions specified in section 2.415 and shall be required to participate in the plan, except that the Police Chief and Fire Chief may opt out of participation in the Pension Plan as provided for in Florida Statutes §185.02(16) and 175.032(11).

(2) Any employee who is a participant and who has been or may be appointed to a regular full-time position exempt from the civil service classified service system of the employer shall be eligible to continue participation in the plan in the same manner as any other employee.

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(b) *Reemployment.*

(1) If a participant terminates employment with the employer and receives a return of employee contributions and is subsequently reemployed within the five-year period following his termination of employment, the former participant shall again be eligible to participate in the plan and his credited service shall be based on all periods of employment, provided he

a. Again satisfies the definition of "employee" set forth in section 2.412, and

b. Reimburses the plan in accordance with subparagraph (4) of section 2.419.

(2) Notwithstanding the foregoing, an employee who is reemployed in a regular full-time position other than that of a firefighter or police officer after his benefits have commenced under the plan (other than disability benefits pursuant to section 2.418) shall not be eligible to participate in the plan upon his subsequent reemployment. Reemployment may not commence until at least 30 days after the initial separation from employment with the city. Upon reemployment, the employee will be required to participate in the federal social security program.

(3) In the event that a retiree is reemployed as a full time police officer or firefighter, he shall be required to become a member in the fund. Receipt of benefits shall be suspended for the period of reemployment. Upon ending the period of reemployment, benefits shall be recalculated, taking into account any additional credited service or change in final monthly compensation. Notwithstanding the foregoing, if a hazardous duty employee is rehired after normal retirement as the police chief or fire chief, they may opt out of participation in the Pension Plan and be entitled to receive or continue receiving an in-service distribution of the normal retirement pension benefit. If the police chief or fire chief is rehired after early retirement, no in-service distribution can be made until the Chief reaches the age required in Section 401(a)(36) of the Internal Revenue Code, as it may be amended. Any rehire of a member as Police Chief or Fire Chief is subject to a 30 day period from the date of the initial separation of employment with the City to the rehire date.

* * *

Section 2: It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City Clearwater, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full

force and effect.

Section 4: All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

PASSED ON FIRST READING — June 8, 2023

PASSED ON SECOND AND FINAL READING AND ADOPTED — June 15, 2023

DocuSigned by:
Brian Aungst
4C93DC9BD40D427...
Brian J. Aungst, Sr.
Mayor

Approved as to form:
DocuSigned by:
David Margolis
630D3E9E13E041E...
David Margolis
City Attorney

Attest:
DocuSigned by:
Rosemarie Call
620DD5EDEE54CF...
Rosemarie Call
City Clerk

DS

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

ORDINANCE NO. 527-H

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE TO BAN SMOKING AND VAPING IN CITY PARKS AND BEACHES BY ADDING A NEW SECTION 7-68, SMOKING AND VAPING PROHIBITED; ADDING A NEW SECTION 21-57 SMOKING AND VAPING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION 1. The St. Petersburg City Code is hereby amended to add a new Section 7-68 to read as follows:

Sec. 7-68. – Smoking and vaping prohibited.

(1) No person shall use, consume, inhale, exhale, or burn any (i) electronic cigarette, as defined in Chapter 20 of this Code, or (ii) lighted tobacco product, including cigarettes, pipe tobacco, and any other lighted tobacco product with the exception of unfiltered cigars, in or on public beaches owned or controlled by the City.

(2) The consumption, inhalation, exhalation, or burning of any electronic cigarette or lighted tobacco product that is done in connection with a City sponsored or co-sponsored event approved by a resolution of City Council that permits such activity is exempt from this section.

(3) Any person who violates this section shall be guilty of a municipal ordinance violation, punishable as provided in Section 1-7.

SECTION 2. The St. Petersburg City Code is hereby amended to add a new Section 21-57 to read as follows:

Sec. 21-57. – Smoking and vaping.

(1) No person shall use, consume, inhale, exhale, or burn any (i) electronic cigarette, as defined in Chapter 20 of this Code, or (ii) lighted tobacco product, including cigarettes, pipe tobacco, and any other lighted tobacco product with the exception of unfiltered cigars, in or on parks.

(2) The consumption, inhalation, exhalation, or burning of any electronic cigarette or lighted tobacco product that is done in connection with a City sponsored or co-sponsored event approved by a resolution of City Council that permits such activity is exempt from this section.

(3) Any person who violates this section shall be guilty of a municipal ordinance violation, punishable as provided in Section 1-7.

SECTION 3. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

SECTION 4. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

SECTION 5. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First reading conducted on 15th day of September 2022.

Adopted by St. Petersburg City Council on second and final reading on the 6th day of October 2022.

Gina Driscoll

Gina Driscoll, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____

Chan Srinivasa, City Clerk

Title Published: Times 1-t 09/21/22

Not vetoed. Effective date October 13, 2022 at 5:00 p.m.

CITY OF ST. PETERSBURG, FLORIDA. RE-INCORPORATED A.D. 1903.

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

July 20, 2023

Honorable Ken Burke
Clerk of the Board of County Commissioners
Pinellas County Courthouse
315 Court Street, 5th Floor
Clearwater, Florida 33756

Dear Ken Burke:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Pinellas County Ordinance No. 23-10, which was filed in this office on July 20, 2023.

Sincerely,

Anya Owens
Administrative Code and Register Director

ACO/wlh

Eres, Christian

From: County Ordinances <CountyOrdinances@dos.myflorida.com>
Sent: Thursday, July 20, 2023 2:16 PM
To: Eres, Christian; County Ordinances
Cc: Revie, Derelynn; Young, Bernie C; DiNapoli, Franchesca
Subject: RE: PIN20230720_Ordinance2023_23-10
Attachments: Pinellas20230720_Ordinance23_10_Ack.pdf

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: *This message has originated from outside of the organization. **Do not** click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe.*

Good afternoon,

Please find the attached acknowledgment letter for Pinellas County Ordinance No. 23-10, which was filed in this office on July 20, 2023.

Best,

County Ordinances
Florida Administrative Code and Register
Room 701 The Capitol | Tallahassee, Florida

From: Eres, Christian <ceres@mypinellasclerk.gov>
Sent: Thursday, July 20, 2023 9:11 AM
To: County Ordinances <CountyOrdinances@dos.myflorida.com>
Cc: Revie, Derelynn <drevie@mypinellasclerk.gov>; Young, Bernie C <bcyoung@mypinellasclerk.gov>; DiNapoli, Franchesca <fdinapoli@mypinellasclerk.gov>
Subject: PIN20230720_Ordinance2023_23-10

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Sender Full Name:	Ken Burke, Clerk of the Circuit Court and Comptroller Derelynn Revie, Deputy Clerk, Board Records Department
Sender Phone number:	(727) 464-3458
County Name:	**Pinellas**
Ordinance Number:	**PIN20230720_Ordinance2023_23-10**

Thank you,
Christian Eres
Records Specialist III
Board Records Department
Office of Ken Burke, Clerk of the Circuit Court and Comptroller
Pinellas County, Florida
315 Court Street, 5th Floor, Clearwater, FL 33756
Office (727)464-3464| Fax (727)464-4716
ceres@ mypinellasclerk.gov | www.mypinellasclerk.gov
Tell us how we're doing by filling out a comment card!

~Serving You~



Sign up today and protect yourself from FRAUD!
Follow the Clerk:



Please Note: All mail sent to and from Pinellas County is subject to the Public Records Laws of Florida

ORDINANCE 23-__10__

AN ORDINANCE OF THE COUNTY OF PINELLAS, PROVIDING THAT THE PINELLAS COUNTY CODE BE AMENDED BY REVISING CHAPTER 90 OF SAID CODE; PROVIDING FOR REVISIONS TO CHAPTER 90 OF THE CODE INCLUDING REVISIONS TO SECTION 90-7 RELATED TO SMOKING AND VAPING ON CERTAIN COUNTY OWNED PROPERTIES AND BEACHES; AMENDING SECTION 90-16 RELATING TO BOATING, DOCKING AND STORAGE OF VESSELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AREAS EMBRACED; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pinellas County Code Chapter 90, Article I. relates to all parks, environmental lands, and other facilities overseen by the Pinellas County Parks and Conservation Resources Department; and

WHEREAS, from time to time it is necessary to update and clarify provisions of the Pinellas County Code to ensure definitions and references are current in relation to changing state statutes; and

WHEREAS, historically, the regulation of smoking and vaping has been preempted to the State of Florida, however as of July 2022, with the passage of the Florida Clean Air Act, counties and municipalities were granted the ability to regulate smoking and vaping on public parks and beaches; and

WHEREAS, in order to ensure the welfare of specific County owned properties and beaches, as well as the visitors thereto, the Board of County Commissioners has determined that additional regulations pertaining to vaping and smoking on those properties are necessary; and

WHEREAS, the Board of County Commissioners additionally desires that Chapter 90, Article I. be further modified to eliminate redundancy, enhance clarity, and expand on terms and actions that were otherwise vague or misleading; and

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, that:

SECTION 1. Chapter 90 of the Pinellas County Code is hereby amended to read as follows:

Chapter 90 PARKS AND CONSERVATION RESOURCES

ARTICLE I. IN GENERAL

Sec. 90-1. Parks and conservation resources advisory board.

(a) *Establishment; appointment; qualification; organization.*

(1) *Establishment.* There is hereby established in and for the county a board to be known as the "Pinellas County Parks and Conservation Resources Advisory Board" consisting of ten members.

(2) *Appointment.* One member shall be a member of and nominated by the county youth advisory committee and appointed by the board of county commissioners. Of the nine remaining members, each county commissioner shall nominate one member without regard to political affiliation, and the members shall be appointed by the board of county commissioners and two members with experience in environmental science and/or policy shall be appointed by the board of county commissioners. The term of office shall be two years and shall run concurrently with the term of the nominating commissioner, or, in the case of the county youth advisory committee and environmental science/policy nominees, from August 1 through July 31. Except in order to maintain concurrency of term, no member of the parks and conservation resources advisory board may be removed prior to the expiration of the member's term except by the board of county commissioners. The parks and conservation resources advisory board may request that the board of county commissioners remove a member of the parks and conservation resources advisory board who misses 50 percent or more of the meetings scheduled in a year.

(3) *Qualification.* Each member's background, education and experience shall be such as to qualify said member to carry out the duties and responsibilities vested in the parks and conservation resources advisory board by this article. Members shall be appointed from the county at large. In selecting a new member of the parks and conservation resources advisory board, the board of county commissioners of the county shall consider the interest and knowledge of such prospective member in parks, environmental lands, and natural resources, including the ecological and economic benefits thereof.

(4) *Organization.* The parks and conservation resources advisory board shall elect annually one of its members as chair and one as vice-chair of the board, and may adopt rules and procedures for the conduct of its meetings. The parks and conservation resources advisory board shall meet at least quarterly to conduct the business of the board, unless notified that there is no business to conduct as determined by the chair.

(b) *Duties.* It shall be the duty of the parks and conservation resources advisory board to assist the board of county commissioners, administrator, and department by:

(1) Reviewing and commenting on park or environmental lands plans and design.

(2) Reviewing and commenting on park or environmental lands operations and procedures.

(3) Participating in public education and ceremonial activities.

(3) Hearing citizen comment on park or environmental lands related activities.

(4) Formulating proposals and suggestions with the goal of improving the parks and environmental lands of the county.

(5) Reviewing specific issues referred to the parks and conservation resources advisory board from the board of county commissioners.

(6) Reviewing specific issues referred to the parks and conservation resources advisory board from the county administrator.

(7) Communicating with the county administrator and the board of county commissioners on issues related to the duties of the parks and conservation resources advisory board.

(c) *Selection of director.* The chair of the parks and conservation resources advisory board or designee may participate in the selection process for the director, including the interviews of director candidates with county staff.

Sec. 90-2. Legislative purpose.

The department has been established primarily for the management and protection of the county's parks, preserves, ecological management areas, special purpose areas and other designated department lands and waterways. It is desirous to acquire and protect such lands and waterways for their natural resources, biological diversity, hydrological benefits, and open space significance to the county. Such lands and waterways also offer scenic beauty, recreational value, and the potential for educating citizens and visitors. The objective of this article is to permit public use of parks and certain environmental lands and waterways consistent with their protection and management as set forth in the county comprehensive plan and various management plans, as same may be amended from time to time.

Sec. 90-3. Definitions.

When used herein, the following definitions shall apply:

Activity means the doing of any act or the failure to do any act by a person.

Administrator means the county administrator for Pinellas County.

Adverse impact means actual or potential harm or injury to any property, wildlife or plant life or other natural resource within county-owned or managed lands.

Beach means the zone of unconsolidated material that extends landward from the mean high-water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

Bicycle means a transportation device composed of a single frame and wheels usually propelled by pedals and steered with handlebars, including passenger bicycles and Class 1, 2 & 3 electric bicycles as defined in F.S. § 316.003(23), as may be amended from time to time.

Board means the Pinellas County Board of County Commissioners.

Boardwalk means an elevated walkway structure across sand or marshy ground.

Bounce house means a temporarily inflatable structure of any size that people jump in or on.

Citizen support organization means a not-for-profit corporation incorporated pursuant to the provisions of F.S. Ch. 617, as may be amended, and approved by the department of state that is organized and operated to conduct programs and activities; raise funds; request and receive grants, gifts, and bequests of money; and make expenditures for the benefit of the department and/or any county-owned or managed land.

Code means the Pinellas County Code and the Pinellas County Land Development Code.

Commercial activity means a transaction for the sale, barter, or other exchange of value; for goods, items, services, entertainment, or amusement, where any part of the transaction, including but not limited to the offer of sale, negotiation, agreement to sell, transfer of consideration, or the transfer, delivery, or performance of the goods, items, service, entertainment, or amusement occurs in any county-owned or managed land. Exchange of consideration for performance of a commercial activity, such as a payment, fee, coupon, or ticket, does not need to occur in a county-owned or managed land if any part of the activity is performed in a county-owned or managed land.

County means Pinellas County.

County-owned or managed lands means all parks, environmental lands, department-managed facilities, and public marinas owned by the county or managed by the department. County-owned or managed lands include all submerged lands owned by the county and waters managed by the department located within the boundaries of county-owned or managed lands.

Cultural resource means any prehistoric or historic site, structure, object, or other real or personal property of historical, architectural, or archaeological value as determined through criteria for designation contained in chapter 146 of the Code.

Department means the department of parks and conservation resources.

Department-managed facilities means all facilities other than parks, environmental lands, and public marinas managed by the department including, but not limited to neighborhood parks, community parks, and other facilities managed by the department.

Director means the director of the department.

Environmental lands means all preserves and management areas, including but not limited to the county-owned real property identified as environmental lands in section 90-14 of this article, and any real property leased, subleased, or licensed to the county and identified as environmental lands in the management plan for the individual preserve or management area.

Historic or prehistoric artifact means material remains of past human life of archaeological interest over 50 years old, including but not limited to pottery, basketry, bottles, weapons, and tools.

Large group means a gathering of a group exceeding 50 people that does not include a special event permit and/or an accompanying picnic shelter reservation.

Law enforcement officer means any person who is elected, appointed, or employed full or part time by the state, the county, or municipality who is vested with the authority to bear arms and make arrests; and whose primary responsibility is the detection and prevention of crime, or the enforcement of the penal, criminal, traffic, or highway laws of the state or county.

Live-aboard means the occupancy or use of a watercraft by one or more persons, as a place of habitation, residence, living quarters or for dwelling purposes, temporarily or permanently, continuously or transiently.

Management area means all environmental lands, including waterways, not designated as "preserve." Such lands shall be as referenced in the latest resolution of the board describing the legal boundaries of the particular management area. Properties designated as "management areas" generally do not have a public use component, depending upon the ecological impacts of such use.

Management plan means the management plan developed by the department, unique to an individual county-owned or managed land, as each such plan may be amended from time to time.

Motorized means motive power is generated by the burning of gasoline, oil, or other fuel by an internal combustion engine or other mechanism.

Nude, or any derivative thereof, means to display or expose:

(1) The human male or female genitals or pubic area with less than fully-opaque covering;

(2) The portion of the human female breast directly or laterally below a point immediately above the top of the areola with less than a fully opaque covering. This definition shall include the entire lower portion of the human female breast, including the areola and nipple, but shall not include any portion of the cleavage of the human female breast exhibited by a dress, blouse, shirt, leotard, bathing suit, or other clothing, provided the areola is not exposed; and

(3) For purposes of this definition, body paint, body dye, a tattoo, latex, or any similar substances shall not be considered an opaque covering.

Parking area means any part of any county-owned or managed land road, or area contiguous thereto, specifically designated for the standing or stationing of any vehicle with appropriate signage.

Parks means regional parks and special purpose parks owned, operated, and maintained by the department, not including department-managed facilities and public marinas as defined herein, which are under the control of or assigned for upkeep, maintenance or operation by the department.

Person means any individual, including minors, firm, association, joint venture, partnership, municipality, governmental agency, political subdivision, public officer, estate, trust, business trust, syndicate, fiduciary, public or private corporation, and all other groups or combinations of groups.

Pet means any domesticated animal typically kept for companionship, protection, transportation or amusement. "Pet" also includes domesticated species found in a feral, wild, or abandoned state, including but not limited to birds, ferrets, pot-bellied pigs, monkeys, and snakes. However, the term does not include service animals, as defined by the Americans with Disabilities Act, as may hereafter be amended, and F.S. § 413.08, as may be hereafter amended.

Pollution means the presence in the air, soil, or waters of any substance, noise, contaminant, or anthropogenic alteration of the chemical, physical, biological, or radiological integrity of the air, soil, or water in a quantity or at a level that is or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or that unreasonably interferes with the enjoyment of life or property, including outdoor recreation.

Preserve means property managed by the department as referenced in the latest resolution of the board describing the legal boundaries of the particular preserve and includes all streams, canals, channels, lagoons, waterways, water areas, submerged lands, shorelines and beaches, as well as all structures and other facilities located within such boundaries. All preserves shall have a board approved management plan.

Public marina means the Belle Harbour Marina, and any other county-owned facility, which provides public moorings or dry storage for vessels on a rental basis, and is designated as a public marina by resolution of the board.

Regional parks means A.L. Anderson Park, Boca Ciega Millennium Park, Eagle Lake Park, Fred Howard Park, Fort De Soto Park, John Chesnut, Sr. Park, John S. Taylor Park, Lake Seminole Park, Philippe Park, Ridgecrest Park, Sand Key Park, Sawgrass Lake Park, Wall Springs Park, Walsingham Park, War Veterans' Memorial Park, and any other facility designated as a regional park by resolution of the board.

Special event means any organized event or activity involving the use of or having a significant impact upon a county-owned or managed land, where the general public is invited to participate or be a spectator, including but not limited to races, tournaments, demonstrations, or festivals. A "musical or entertainment festival" as defined in section 10-26 of the Code involving

the use of or having a significant impact upon a county-owned or managed land shall require separate permits under chapter 10, article II and this article.

Special purpose parks means Indian Rocks Beach Access Park, Madeira Beach Access Park, Redington Shores Beach Access Park, St. Pete Beach Access Park, Tiki Gardens/Indian Shores Beach Access Park, Belleair Causeway Boat Ramp, Park Blvd. Boat Ramp, Sutherland Bayou Boat Ramp, Fred Marquis Pinellas Trail, Duke Energy Trail, Florida Botanical Gardens, Heritage Village, Raymond H. Neri Park, Leach Park, Lealman Park, Live Oak Park, Ochs Park, Pinewood Cultural Park, and any other site or facility designated as a special purpose park by resolution of the board.

Vehicle means any passengered conveyance powered or drawn by motor for the transportation of persons or material, including but not limited to: automobiles, trucks, buses, motorcycles, motorized bicycles regardless of speed ability, scooters, minibikes, all-terrain vehicles, golf carts, or trail bikes, as well as trailers and vessel in tow of any size or description. "Vehicle" does not include an electric personal assistive mobility device as defined in F.S. § 316.003(24), as may be amended from time to time.

Vessel means every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

Volunteer means either an event volunteer, who agrees to participate either individually or as member of a group for a single event, or a long-term volunteer, who agrees to participate on an ongoing basis. An event volunteer registers and signs a county waiver of liability form; a long-term volunteer has passed a national background check, completed the county volunteer orientation, either in person or online, and has signed a county agreement to adhere to county policies and procedures for volunteering with the county.

Wildlife means any species living, growing, or occurring in a natural, non-domesticated state, including but not limited to animals.

Sec. 90-4. Areas embraced.

All county-owned or managed lands, including areas in unincorporated and incorporated areas of the county, shall be embraced by the provisions of this article, except where otherwise provided herein.

Sec. 90-5. Vehicles and traffic control.

(a) *Traffic control.* All persons, including those operating vehicles and bicycles as defined herein, shall observe and comply with posted traffic control devices and signs within all county-owned or managed lands.

(b) *Speed of vehicles.* Within any county-owned or managed land, no person shall operate a vehicle at a speed that is greater than reasonable or prudent, having due regard for the surface width and surface condition and the traffic thereon, particularly when near pedestrians,

horses, bicyclists or other public-use trails. At no time shall speed exceed the posted speed limit or 25 miles per hour if no speed limit is posted.

(c) *Restriction to roads.* No person shall operate any vehicle within parks or environmental lands except on areas approved for vehicular use.

(d) *Parking.* All vehicles shall be parked only in designated parking areas or in such other areas and at such other times as may be authorized by appropriate signage. Oversized vehicles and trailer vehicles shall not exceed the limits of the parking space.

(e) *Bicycles.* Bicycles shall only be ridden on roads and trails designated for bicycle traffic within parks and environmental lands and are prohibited on boardwalks. Where provided, bicycle racks must be used for the parking of bicycles. Bicycles shall not be chained or locked to trees, any other plant life or structures, or placed so as to obstruct pedestrian or vehicular movement.

(f) *Entering county-owned or managed lands.* Any person entering or leaving a county-owned or managed land, whether by foot, vehicle, or bicycle, shall do so solely through designated entry and exit points. No vehicle, except as authorized by the department, shall enter or park in any county-owned or managed land until the required fee, if any, has been paid.

(g) *Vehicle emergencies.* In case of emergency requiring a vehicle to stop or park in an unauthorized location, the driver must immediately report to a county employee or volunteer to receive an exemption from this section. Commercial activities necessary to remove or repair a vehicle in the case of an emergency are permitted.

(h) *Soliciting rides or fares.* No pedestrian shall solicit rides from any driver nor shall any driver of any vehicle or bicycle solicit riders for money or fares, in any county-owned or managed land unless authorized by the department.

(i) *Washing and maintenance.* No person shall wash, grease, repair, or perform maintenance on a vehicle on any park roadway, parkway, driveway, parking lot, or other property, except in emergencies; provided that waxing and polishing is permitted if it is in an area open to vehicles and does not interfere with other activities or traffic flow.

(j) *Miscellaneous motorized vehicles.* No unauthorized person shall operate any motorized scooter, motorized skateboards, go-cart, all-terrain vehicle, golf cart or electric cart in any parks or environmental lands. No electric or motorized toy vehicles are allowed on county-owned or managed lands, except in prescribed areas. The prohibitions herein shall not apply to an electric personal assistive mobility device to the extent authorized by state law.

Sec. 90-6. Protection of property, facilities, flora, and fauna.

(a) *Buildings and facilities.* No person shall engage in any of the following activities on any county-owned or managed land without prior written authorization from the administrator or designee:

(1) Willfully mark, deface, damage, displace, destroy, remove, or tamper with any buildings, facilities, bridges, piers, tables, benches, railings, paving or paving materials, water lines or other utilities, permanent or temporary signs, placards, notices, monuments, stakes, posts, gateways, locks, fencing, boundary markers, or other structures, equipment or county property;

(2) Use any county-owned or managed land or related facility, including but not limited to buildings, bridges, piers, tables, benches, or railings in a manner that precludes regular and customary usage to other patrons, unless such person has obtained the right to exclusive usage from the department;

(3) Construct, erect, or place any buildings, monuments, memorials, plaques, tributes, or structures of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or across such lands;

(4) Use tacks, nails, staples, or other items that penetrate wood on shelters, signs, trees, boardwalks, or other structures;

(5) Enter, occupy, or use in any manner any lifeguard stand or station, lifeguard vessel or surfboard, or other lifesaving equipment at any time;

(6) Climb on or over and/or suspend from any buildings, facilities, fences, benches, picnic tables, structures, historic ruins, or boardwalk and bridge railings; nor shall any person stand or sit on any structure not intended for such use;

(7) Dispose of trash or garbage generated outside county-owned or managed lands in any refuse facility within a county-owned or managed land, with the exception of disposing of recyclable materials in recycling containers provided by the county; or

(8) Possess food on or within any boardwalk, observation tower, or designated dog park.

(b) *Plant life.* All plant life, living or dead, terrestrial, aquatic, and epiphytic species, within any county-owned or managed land is either the property of the county or is property managed by the county. No person shall engage in any of the following activities on any county-owned or managed land without prior written authorization from the administrator or designee:

(1) Cut, carve, break off, nail into, or otherwise damage bark, limbs, or branches of any plant or tree, except within designated special use areas; nor shall any person harvest any flowers or seeds or otherwise mutilate a plant or tree, except within designated special use areas;

(2) Dig in, disturb, or in any other way impair the natural condition of any area, except within designated special use areas; nor shall any person place debris or materials of any kind on or about any tree or plant, or climb, or attach any rope, wire, wooden boards, or ladders thereto, unless attached to trees that are a minimum of 12 inches in diameter measured at chest height and using a minimum of 1-inch-wide flat web straps for the

express purpose of setting up a temporary hammock, except within designated special use areas; or

(3) Transplant, possess, or remove any plant or plant part from any county-owned or managed land; nor shall any person introduce any plant species by willful act, negligence, or for any other reason.

(c) *Sand, soil, and wood.* No person shall, without prior written authorization from the administrator or designee, on any county-owned or managed land:

(1) Move or remove any sand, clay, soil, rock, stones, timber, or other wood or natural materials, whether submerged or not;

(2) Make any search or excavation by tool, equipment, blasting, or other means or agency; or

(3) Perform any manner of turf or landscape maintenance activity unless duly authorized as a county employee, contractor, or volunteer.

(d) *Wildlife.* No person shall engage in any of the following activities on any county-owned or managed land without prior written authorization from the administrator or designee:

(1) Possess, molest, harm, frighten, kill, trap, hunt, chase, capture, shoot, or throw any object at any wildlife; remove the eggs, nest, or young of any wildlife; remove, possess, give away, sell or offer to sell, buy or offer to buy, or accept as a gift any specimen, dead or alive, of any wildlife, except by permit granted by the department or in accordance with a valid fishing permit issued by the state. Fishing, including the collection of shells containing living wildlife, is further restricted in section 90-7(e) of the Code. The collection of shells containing no living wildlife, however, is permitted, except at archaeological sites, on a county or state historic site, on a site listed with the National Registry of Historic Places, or other sites as designated by the administrator or designee;

(2) Feed or attempt to pet any wildlife; or

(3) Introduce any pet, plant or other wildlife into any county-owned or managed land by willful abandonment, negligence, or for any other reason.

(e) *Historic artifacts and remains.* No person shall:

(1) Without prior written authorization from the administrator or designee, willfully mark, deface, damage, displace, destroy, excavate, disturb, remove, or tamper with any cultural resource, historic artifact, or skeletal remains of any species, within any county-owned or managed land; or

(2) Without a permit for scientific research under section 90-9, dispose of or deposit the skeletal or cremated remains of any species within any county-owned or managed land.

Sec. 90-7. Activities within county-owned or managed lands.

(a) *Hiking.* Walking, running, jogging, and/or hiking is permitted only along trails or pathways or areas specifically designated for such use or uses and during posted hours.

(b) *Horseback riding.* Horseback riding is permitted only along trails or areas specifically designated for such use. Horses shall be thoroughly broken, properly restrained, and ridden with due care. Horses shall not be allowed to graze or go unattended and must be on a lead at all times. Horses may only be hitched to hitching posts clearly identified for such use. No horse-drawn carriages, carts or wagons shall be allowed or used within any county-owned or managed land.

(c) *Fires.* No person shall ignite or attempt to ignite a fire, except in a grill, stove, fireplace, or designated fire circle.

(1) Campfires or any other open burning, even in approved areas, may be prohibited when deemed necessary by the department or by restrictions mandated by state or federal agencies. No person who starts or utilizes a fire shall leave the area without completely extinguishing the fire.

(2) No person shall use any type of gasoline, kerosene, or diesel fuel as an accelerant to start a fire in a grill, nor use a grill or other device in such a manner as to burn, char, or blemish any bench, table, or other county property. No person shall dispose of hot coals, burning matches, smoking materials, or other flammable materials except in designated areas or receptacles.

(3) Frying of any kind is prohibited, including but not limited to turkey fryers, deep fat fryers, skillets, and electric frying pans or any other apparatus which uses or produces hot oil.

(4) Grilling on the beach is prohibited, except where expressly permitted under a special event permit.

(5) Possession of fireworks is prohibited, except where expressly permitted under a special event permit.

(6) The smoking or vaping of cigarettes, electronic cigarettes, filtered cigars, pipes or any other device that can be used to inhale smoke from a burning tobacco product is prohibited in environmental lands, County owned public beaches, Florida Botanical Gardens, and Heritage Village, except in designated areas. For purposes of this section, a “beach” is defined as: a sandy or rocky area along the shoreline located waterward or seaward of and including the vegetation line and/or the dune environment that is owned by the County. The term “smoking” shall mean “inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted tobacco product.” The term “vaping” shall mean “inhaling or exhaling vapor produced by a vapor-generating electronic device or to possess a

vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance." The department may, in its sole discretion, prohibit smoking or vaping at other county-owned or managed lands by the department when necessary for fire prevention purposes.

(d) *Camping.*

(1) Camping is strictly prohibited at all times unless a camping permit and copy of the camping rules and regulations are obtained prior to camping. When permitted, camping shall be limited to those areas specifically designated for such use.

(2) Campers must have a valid permit and a valid picture identification card while camping. It shall be unlawful for any person to camp on any county-owned or managed land for a period of time in excess of 14 days in a 30-day period.

(3) All waste shall be placed in disposal containers where provided. Where no disposal containers are provided, or where the containers provided are full, all waste shall be carried away by the user of the camping area and properly disposed of outside of the county-owned or managed land.

(4) Tents shall be stand-alone type and may not be attached to trees or any other vegetation or structure with any guy wire, rope, extension brace, support, fastener or any other device.

(e) *Fishing.* Fishing is prohibited except in those public areas designated for such activity. Persons fishing shall obey all state and federal laws pertaining to fishing as well as any posted rules and regulations. Fishing is prohibited from beaches in any area designated for bathing or swimming. No person shall leave the area without disposing of unwanted fish and bait on piers, catwalks, or other areas where fishing is authorized. Excluding saltwater fish as defined in F.S. § 379.101 as may be amended, non-target organisms, including but not limited to turtles, birds and frogs, that are incidentally captured using standard techniques (i.e. bycatch) shall be released unharmed. Cast netting or use of traps within or from the bank of any freshwater body in any county-owned or managed land is prohibited.

(f) *Bathing and swimming.* Swimming, bathing, or wading is prohibited except in those public areas designated for such activity. Further, no person shall:

(1) Use soap or other cleansers in any swimming area or any other waters, including but not limited to beaches, lakes, streams, and stormwater facilities, including any freestanding shower towers or similar apparatus;

(2) Erect any tent, shelter, or structure on or in any beach, or bathing or wading area in such a manner that a guy wire, rope, extension, brace or support connected or fastened from any such tent, shelter, or structure to any other structure, stake, rock, or object is

necessary; any tent, shelter, or other such structure must provide an unobstructed view of the interior from at least two sides; or

(3) Possess, carry, or transport any glassware, bottles, or any other potentially dangerous or sharp objects into any beach, or bathing, wading, or swimming area.

(g) *Picnicking.*

(1) Use of park and environmental lands property, including picnic shelters, tables, and benches generally follows the rule of first-come, first-served, unless reserved beforehand through the department's reservation program. Picnicking is permitted only in areas specifically designated for such use.

(2) All refuse, waste, and trash shall be placed in disposal containers where provided in all county-owned and managed lands. Where no disposal containers are provided, or where the containers provided are full, all refuse shall be carried away by the user of the picnic facility and properly disposed of outside of the county-owned or managed land.

(h) *Audio devices.* Radios, electronic musical players or instruments, and all other audio devices are permitted so long as they are played at volume levels that do not disturb, annoy, injure, or endanger the comfort, health, peace, or safety of the wildlife or reasonable persons of ordinary sensibilities or unnecessarily detract from a peaceful atmosphere. Such noise shall not be heard within any county-owned or managed land from a location more than 50 feet from the source of the noise, unless a special event permit has been issued for such use.

(i) *Nudity.* It shall be unlawful for any person over the age of four years old to appear nude in any county-owned or managed land, provided that a person may appear nude:

(1) In a restroom, dressing, locker or shower facility, provided, however, that except as permitted by section 70-214 of the Code, no person over the age of six shall occupy or enter any such facility which is reserved or designated by the department for the exclusive use of the opposite sex without adult supervision;

(2) In a privately owned, fully enclosed, temporary dwelling used for camping at campsites;

(3) When the conduct of being nude cannot constitutionally be prohibited by county ordinance because it is otherwise protected pursuant to the United States Constitution or the Florida Constitution under existing judicial decisions; or

(4) When breastfeeding a baby, and then only the extent reasonably necessary to allow breastfeeding.

(j) *Hunting and weapons.*

(1) Firearms as defined in F.S. § 790.001 are exempt from this article and regulation is pre-empted to state law.

(2) No person shall carry, use, or possess weapons, toys, or instruments that discharge projectiles, including but not limited to air rifles, spring guns, bows and arrows, paint guns, water cannons, slingshots, and boomerangs except as a participant in a program approved by the board.

(3) Knives or other blades used exclusively for fishing, camping, and other authorized outdoor activities are permissible. All other melee weapons or instruments that pose a threat to human safety or wildlife are prohibited.

(4) Parents or guardians will be held strictly responsible and accountable for the actions of minors with regard to the prohibitions in this and other subsections of this article.

(k) *Alcoholic beverages.* Possession or consumption of alcoholic beverages within any county-owned or managed land is prohibited, except that, notwithstanding contrary provisions of the Code, possession is permitted at county boat ramp facilities and public marinas, and consumption is permitted onboard a vessel moored at a public marina. This prohibition may be waived if:

(1) The county has approved a contract or issued a permit, which by its terms allows the sale and/or consumption of alcoholic beverages in a specified area or place; or

(2) The board by resolution has temporarily waived the prohibition for a special event or activity in a specified area or place.

(l) *Pets.*

(1) No pets, except horses accessing and utilizing trails designated for horseback riding, are permitted in any environmental land.

(2) Within parks, department-managed facilities, and public marinas, pets, shall be caged or on an adequate leash not greater than six feet in length. Pets shall not be left unattended or off of a leash except in designated areas posted by signage.

(3) The owner or person in charge or in control of the pet shall immediately remove all feces deposited by such animal and dispose of same in a sanitary manner.

(4) The owner or person in charge or in control of the pet shall be held responsible for the pet's behavior and actions at all times.

(5) Except where expressly allowed, no pets are permitted in any playgrounds, swimming areas, beaches, boardwalks, bathrooms, showers, and dining areas. The department may designate further areas where pets are prohibited. Those persons in possession or control of pets within any county-owned or managed land shall obey all county ordinances including but not limited to chapter 14 of the Code except where chapter 14 is less restrictive than the provisions of this article.

(m) *Exotic wildlife and state licensed wild animals.*

(1) No livestock or class I, II, or III exotic wildlife, as defined by Florida Statute, shall be permitted in any county-owned or managed land unless expressly authorized by the administrator or designee.

(2) No wild animals for which a state license is required are permitted in any county-owned or managed land.

(n) *Gambling.* No person shall engage in any form of gambling as prohibited by state law.

(o) *Pollution.* Any act resulting in pollution is prohibited, including, but not limited to, the use of fountains, ponds, lakes, streams, bays or any other bodies of water adjacent to or within county-owned or managed lands, or the tributaries, storm sewers or drains flowing into them as dumping places for any substance, including fuel, which will or may result in the pollution of said waters.

(p) *Metal detectors.* The use of metal detectors is prohibited except on beaches in parks.

(q) *Aircraft.* No person operating, directing, or responsible for any airplane, helicopter, drone, glider, hang glider, hot air balloon, dirigible, parachute or other aerial apparatus, including those radio controlled or otherwise unmanned, shall take off from or land in or on any county-owned or managed land, except for purposes of public safety or where written permission has been obtained from the administrator or designee.

(r) *Bounce houses.* No person shall possess or erect a bounce house without a permit issued by the department. When permitted, bounce houses shall only be erected and used at areas designated for such use by the department.

(s) *Miscellaneous.* No person shall engage in any activity within any county-owned or managed land that is dangerous to the health, safety or welfare of any person or that could foreseeably damage private or county property, including but not limited to hitting golf balls, racing or speeding in a dangerous manner, and suspending, diving or jumping from bridges or catwalks. Nor shall any person engage in any activity within any county-owned or managed land that interferes with the use and enjoyment of the county-owned or managed land and its facilities by other patrons. No person shall possess balloons in any county-owned or managed land, except in enclosed buildings, provided, however, that any helium balloons shall be properly secured when bringing balloons into and out of enclosed buildings. The department reserves the right, within the confines of applicable law, to limit other activities within any county-owned or managed land when, at the department's sole discretion, an area is deemed unable to support such activities.

(t) *Litter.* No person shall throw, discard, place or deposit any trash, garbage, junk, debris, refuse, or rubbish in any county-owned or managed land or its facilities that are not specifically designated for such trash/garbage disposal.

Sec. 90-8. Restrictions on the sale or conveyance of regional park property.

Except as otherwise permitted by this article, the county shall not sell, convey or transfer any fee simple interest in any county-owned regional park property, or portion thereof, or lease or license any regional park property for a period of longer than ten years, to any other person unless approved by resolution adopted by at least a majority vote plus one of the board at a public hearing advertised in accordance with the requirements of F.S. § 125.66(2)(a); provided that the requirements for a public hearing and a super majority vote shall not apply to:

(1) The exchange of regional park property for reasonably equivalent regional park property when it is deemed to be in the best interests of the public as determined by board and the requirements of F.S. § 125.37 are satisfied; and

(2) The sale, transfer, conveyance, or dedication of regional park property to another governmental unit for a public purpose in accordance with the requirements of F.S. § 125.38.

Sec. 90-9. Permits.

(a) *Permit required.* A department permit is required before a person may engage in the activities listed in subsection (b) in any county-owned or managed land. If a person may remain on site after operating hours or access areas closed to the public, the terms of the permit will so specify. Application forms may be obtained from the department; a fee may be required. A department permit does not relieve the applicant from the permit requirements of section 10-26 et seq. or any other sections in the Code.

(b) *Activities requiring a permit.* Activities for which permit applications must be submitted include but are not limited to the following:

(1) Scientific research including but not limited to biological assays, species identification or collection, species observation, archaeological survey, and hydrological, geological, or chemical studies. This does not include activities such as visual observation of wildlife or vegetation within public areas. A scientific research permit granted under this subsection constitutes prior written authorization from the administrator or designee for purposes of compliance with section 90-6.

(2) All commercial photography, television broadcasting, and private photography involving special settings or structures or the performance of any person. An additional film permit may be required as issued by the St. Petersburg/Clearwater film commission. Permits are not required for bona fide newspaper, press association, newsreel and/or television news department personnel, who are identified by accredited press passes. Such personnel are regarded as persons performing a task involving the freedom of the press as set forth in the constitution of the United States and accordingly, shall not be restricted by this subsection (b)(2).

(3) Camping.

(4) Bounce houses.

(5) Special events.

(6) Large groups.

(7) Commercial activity.

(c) *Transferability.* Permits are not transferable and may only be utilized by those persons to whom the permit was issued.

(d) *Revocation.* Any permit issued pursuant to this section may be revoked for failure to comply with any condition imposed on the permit.

(e) *No entitlement to permit.* Because of the proprietary nature of the county-owned and managed lands, this section does not create any right or entitlement to a permit.

Sec. 90-10. Commercial activity, publicity, and signs.

(a) Commercial activity on county-owned or managed land that is not conducted by the department, or a county-approved concessionaire, licensee, or permittee, is prohibited. Nothing in this section shall be deemed to preclude the county from entering into a sponsorship agreement with commercial or noncommercial entities.

(b) No person shall place or affix any handbill, pamphlet, circular, placard, or any other printed matter upon a vehicle within any county-owned or managed land, except as provided by department permit.

(c) No person shall place any sign within any county-owned or managed land, unless the sign is placed in correlation to an event or gathering, for which a reservation through the department was made or permit from the department was obtained, and which is occurring within that specific county-owned or managed land on the day the sign is placed. Persons placing such signs must remove them from the premises before leaving the property. Any such sign placed pursuant to this provision shall be temporary in nature, no larger than 18 by 24 inches, and placed into the ground by small stakes designed so as to minimize damage to the landscaping.

(d) Any person wishing to distribute any handbills, pamphlets, circulars, placards, or other printed materials may not do so in a manner or location that interferes with the public's enjoyment of the park, or in such a manner as to result in littering or pollution.

Sec. 90-11. Resident personnel.

It is hereby acknowledged that it may be necessary for certain persons to have their primary residences within boundaries of county-owned or managed lands as authorized by the board or administrator or to receive temporary permission to reside within the same pursuant to written approval from the department. Such personnel and their families and guests are exempted from the

regulations and prohibitions of sections 90-7, 90-9, and 90-10 while said persons are within the boundaries of the primary residence as defined by the residential lease or residential license agreement between said personnel and the county, or within the temporary residence. At all times, however, resident persons remain subject to all applicable state laws, other county ordinances, and the terms and conditions of the lease, license, or permit while within the residence.

Sec. 90-12. Exemptions.

Any person performing duties authorized by the board or administrator or designee, while performing duties pursuant to this article or other law or within his or her official capacity, is hereby exempted from all prohibitions and restrictions of this article. However, all such persons shall comply with any and all other applicable federal, state or local laws.

Sec. 90-13. Enforcement and penalties.

(a) It shall be a violation of this article for any person to fail to comply with any prohibition, mandate, restriction or other declaration set forth herein.

(b) All provisions of this article may be enforced by all authorized law enforcement officers and all personnel authorized by the administrator or designee.

(c) Except as otherwise provided by law or ordinance, a person convicted of a violation of this article shall be punished by a fine not to exceed $500.00. With respect to violations of this article that are continuous with respect to time, each day the violation continues is a separate offense.

(d) In addition to the penalties provided in subsection (c) of this section, a person who violates this article may also be liable under chapter 58 of the Code, including for civil penalties up to $10,000.00 per offense where each day the violation continues constitutes a separate offense.

Sec. 90-14. Identification of county-owned environmental lands subject to Charter restrictions.

County-owned environmental lands in the following preserves and management areas are hereby designated as environmental lands subject to the provisions of Section 2.08, Pinellas County Charter, as further described in the maps appended to Ordinance No. 08-46 and as Appendix C to the Code:

(1) Allen's Creek Management Area.

(2) Alligator Lake Management Area.

(3) Anclote Islands Management Area.

(4) Brooker Creek Preserve.

(5) Cabbage Key Management Area.

(6) Cow Branch Management Area.

(7) East Lake Management Area.

(8) Joe's Creek Management Area.

(9) King Islands Management Area.

(10) Lake Seminole Management Area.

(11) Lake Tarpon Management Area.

(12) Lake Tarpon West Management Area.

(13) Long Branch Management Area.

(14) Mariner's Point Management Area.

(15) Mobbly Bayou Preserve.

(16) Ozona Management Area.

(17) Shell Key Preserve.

(18) Travatine Island Management Area.

(19) Weedon Island Preserve.

Sec. 90-15. Group gatherings, performances, and speeches.

The board shall have the authority to designate certain county-owned or managed lands or portions of county-owned or managed lands for public demonstrations, gatherings, performances, and speeches which, due to the size of prospective groups, will interfere with the use of the county-owned or managed land by the general public. Groups intending to use such designated county-owned or managed land for public demonstrations, gatherings, performances, and speeches shall give advance notice to the department and may be required to obtain a special event or large group permit.

Sec. 90-16. Boating, docks, and launching ramps.

(a) No person shall bring into or operate any vessel on any county-owned or managed lands other than those so designated for such use or purpose by the administrator or designee or applicable state law.

(b) All persons navigating or operating a vessel in county-owned or managed lands shall comply with the Florida Fish and Wildlife Conservation Committee Boating Regulations and U.S. Coast Guard Navigation Rules and Regulations as applicable. Said persons shall recognize marked manatee protection zones and boating safety zones, including but not limited to the vessel exclusion zones, combustion-motor exclusion zones, no wake zones, and minimum wake zones identified in chapter 130 of the Code.

(c) No vessel shall enter marked swim areas or zones, whether designated by the state or county.

(d) No person other than a concessionaire contracted by the county, shall be permitted to rent, hire, or operate for charge, any vessel on any county-owned or managed lands.

(e) To the extent authorized by state law, the department may regulate vessel type and motor size within county-owned or managed lands.

(f) Vessels shall not be operated in such a manner as to molest or harm wildlife or to cause damage to aquatic life, substrate or county property. No refuse, trash, oil or bilge water shall be thrown or pumped overboard within county-owned or managed lands. Sanitary facilities on vessels, which discharge overboard, must not be used while vessels are within the county-owned or managed lands.

(g) The following standards shall apply to the use of docks and boat ramps within county-owned or managed lands:

(1) All persons shall use designated boat ramps or launch areas when launching or landing motorized vessels.

(2) Docks and ramps shall be kept clear of all equipment or gear.

(3) Boat ramps are for active loading and unloading only.

(4) Any defacement or damage of piers or of dock property shall be repaired or corrected at the expense of the person or persons responsible for such defacement or damage.

(5) Docking and mooring facilities shall not be used for commercial activity without prior authorization from the department. No person shall use or occupy any docking or mooring space to the exclusion of other park patrons for an unreasonable amount of time. Barring exigent circumstances, such period of time shall not exceed 30 minutes.

(6) No fueling of any vessels on any docks or boat ramps. Fuel containers shall only be used while refueling vessels, and no fuel containers of any type shall be left unattended.

(7) Storage of vessels and/or trailers is prohibited except in designated storage facilities. For purposes of this Section, “storage” shall mean one of the following:

a. an unattached trailer, with or without a boat.

b. an attached trailer with a boat.

c. an oversized vehicle or trailer not intended for the space, e.g. recreational vehicle, camper, landscape or cargo trailer.

Sec. 90-17. Public access; hours; fees; regulations.

(a) The department reserves the right to limit public access to any county-owned or managed land when deemed necessary to protect the public welfare or inherent natural resources. No person shall loiter in or around any restroom, dressing room, locker room, shower facility, or parking lot in any county-owned or managed land.

(b) The hours of operation for all county-owned or managed lands are 7:00 a.m. to sunset unless otherwise posted or authorized by department permit.

(c) Upon resolution of the board, the department is authorized to charge fees, including parking, entrance, user, or other fees, for activities on or use of county-owned or managed lands.

(d) The department shall have the authority to adopt regulations relating to the use of county-owned or managed lands that are not in conflict with this article.

Sec. 90-18. Citizen support organizations.

(a) Prior to conducting any operations on county-owned or managed lands, a citizen support organization (CSO) shall enter into a written agreement with the county. The agreement shall establish duties of the department and the CSO, including but not limited to the requirements set forth in subsections (c) and (d) of this section. The agreement may grant a CSO certain permissions consistent with this article and the department's mission, such as artifact excavation and monument erection.

(b) The department and a CSO shall each have the authority to terminate a written agreement entered into pursuant to subsection (a) with and without cause. Upon termination or expiration of such written agreement, a CSO shall, within 15 days, cease operations on county-owned or managed lands and remove any reference to the department or county-owned or managed lands from its entity name.

(c) Between October 1 and October 30 of each year, each CSO shall provide the department with the following:

(1) A balance sheet and supporting financial statements for the ending current fiscal year;

(2) The CSO's budget for the upcoming fiscal year;

(3) The CSO's most recent federal Internal Revenue Service return of organization exempt from income tax form (Form 990);

(4) The CSO's annual goals and objectives;

(5) An evaluation of the CSO's operations and programs for the ending current fiscal year; and

(6) A list of the CSO's current officers.

(d) The department shall annually make the information obtained from each CSO pursuant to subsection (c) available on the department's website.

(e) The reporting requirements in subsection (c) apply equally to CSO's in existence before and after the effective date of this section 90-18. A CSO with a current, active written operating agreement with the county as of the effective date of this section, however, is not required to enter into a new agreement with the county and otherwise comply with this section to the extent such compliance is inconsistent with the CSO's current agreement until the current agreement expires or is terminated by the CSO or county.

Sec. 90-19. Service animals.

(a) Service animals shall be maintained in accordance with the provisions of section 90-7 and individuals utilizing service animals must comply with all provisions of this article, except as follows:

(1) Service animals are permitted to accompany disabled patrons in all areas open to the public; and

(2) Notwithstanding any provision to the contrary contained in chapter 14 of this Code, if a leash of six feet would interfere with the service animal's ability to work or the disabled individual's disability prevents using a leash of six feet or less, the service animals must be otherwise harnessed, leashed, or tethered to the disabled individual, the individual's mobility device, or the animal's handler using the most reasonable restrictive length of leash, harness, or tether over six feet. If a harness, leash, or tether interferes with the service animal's work or the individual's disability prevents using these devices, the individual must maintain control of the animal through voice, signal, or other effective controls.

(b) An individual with a disability may be asked to remove a service animal from the premises if:

(1) The animal is out of control and the animal's handler does not take effective action to control it; or

(2) The animal is indoors or on a paved surface and is not housebroken.

Secs. 90-20—90-116. Reserved.

SECTION 2. Severability. If any Section, Subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

SECTION 3. Areas Embraced. This Ordinance shall be effective in the incorporated as well as unincorporated areas of the County.

SECTION 4. Inclusion in Code. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Pinellas County Code and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to section, article or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. Filing of Ordinance; Effective Date. Pursuant to Section 125.66, Fla. Stat., a certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This Ordinance shall become effective upon filing of the ordinance with the Department of State.

APPROVED AS TO FORM
By: *Cody J. Ward*
Office of the County Attorney

STATE OF FLORIDA

COUNTY OF PINELLAS

I, KEN BURKE, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners, in and for the State and County aforesaid, DO HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance adopted by the Board of County Commissioners of Pinellas County, Florida, on July 18, 2023 relative to:

ORDINANCE 23- 10

AN ORDINANCE OF THE COUNTY OF PINELLAS, PROVIDING THAT THE PINELLAS COUNTY CODE BE AMENDED BY REVISING CHAPTER 90 OF SAID CODE; PROVIDING FOR REVISIONS TO CHAPTER 90 OF THE CODE INCLUDING REVISIONS TO SECTION 90-7 RELATED TO SMOKING AND VAPING ON CERTAIN COUNTY OWNED PROPERTIES AND BEACHES; AMENDING SECTION 90-16 RELATING TO BOATING, DOCKING AND STORAGE OF VESSELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AREAS EMBRACED; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this July 20, 2023.

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

KEN BURKE
Clerk of the Circuit Court
and Ex-officio Clerk to the
Board of County Commissioners

By: _____
Derelynn Revie, Deputy Clerk

Eres, Christian

From: Eres, Christian
Sent: Thursday, July 20, 2023 9:11 AM
To: County Ordinances
Cc: Revie, Derelynn; Young, Bernie C; DiNapoli, Franchesca
Subject: PIN20230720_Ordinance2023_23-10
Attachments: PIN20230720_Ordinance2023_23-10.pdf

Sender Full Name:	Ken Burke, Clerk of the Circuit Court and Comptroller Derelynn Revie, Deputy Clerk, Board Records Department
Sender Phone number:	(727) 464-3458
County Name:	**Pinellas**
Ordinance Number:	**PIN20230720_Ordinance2023_23-10**

Thank you,
Christian Eres
Records Specialist III
Board Records Department
Office of Ken Burke, Clerk of the Circuit Court and Comptroller
Pinellas County, Florida
315 Court Street, 5th Floor, Clearwater, FL 33756
Office (727)464-3464| Fax (727)464-4716
ceres@ mypinellasclerk.gov | www.mypinellasclerk.gov
Tell us how we're doing by filling out a comment card!

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Tampa Bay Times
Published Daily

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

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE NO. 2023-10** was published in said newspaper by print in the issues of: **8/16/23** or by publication on the newspaper's website, if authorized, on

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

Signature Affiant

Sworn to and subscribed before me this .**08/16/2023**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced

Notary Public State of Florida
Carol A. Chewning
My Commission HH 377776
Expires 3/23/2027

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA
NOTICE OF PUBLIC HEARING

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

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA TO AMEND CHAPTER 24, ARTICLE II, RULES AND REGULATIONS FOR PUBLIC FACILITIES AND BEACHES, SECTION 24-33, "GENERAL RULES AND REGULATIONS" TO PROHIBIT SMOKING AND VAPING WITHIN PUBLIC PARKS, RECREATION FACILITIES AND PUBLIC BEACHES EXCEPT AS PROVIDED HEREIN; AMENDING SECTION 24-36 "PENALTY" TO PROVIDE FOR ENFORCEMENT THROUGH SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; AND PROVIDING FOR SEVERABILITY, CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, August 23, 2023, at 6:00 PM in the Treasure Island City Hall Auditorium, 120 108th Avenue, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 120 108th Avenue, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

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

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

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

Celine Kidwell, City Clerk

8/16/2023

0000301541-01

AGENDA ITEM NO. I.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Celine Kidwell, Public Works

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second and Final Reading of Ordinance 2023-12, Amending the FY 2023 Budget to add two authorized positions for the Grounds Maintenance I/II/III Classification

BACKGROUND: The City's Grounds Maintenance Division is made up of seven dedicated field staff positions and a Crew Chief who are responsible for maintaining over 100 areas throughout the City. During COVID, we experienced extreme difficulty hiring and retaining staff. For a period of time, the division was down to only two field staff and one of those staff was on light duty for an extended period of time. While this tiny crew was working harder than ever, performance expectations were unable to be met. As such, in the adopted FY 23 budget, the City included a line item for Causeway and Paradise Boulevard landscaping contractual services in the amount of $300,000 to augment the city's grounds maintenance staff. Additionally, levels of service expectations over the past couple of years from residents have increased, of which may be caused by more people working from home and the price of homes being purchased is much higher, therefore, the standard of service desired is higher. Simultaneously, the City stopped using pesticide, insecticide, herbicide, fertilizer, or any other chemicals and requiring manual weeding. This was a change made a few years ago as part of the overall initiative to be more sustainable and to decrease our impact to the environment, but it does take more effort to maintain our city grounds.

In the Fall of 2021, the Public Works Directors, along with the Grounds Supervisor and Crew Chief held several work sessions to redistribute operational tasks for improved

efficiency and accountability. Each of the two crews was given set areas throughout the City that they are now independently responsible for. Instead of a rotating mowing position that floated between the crews, a second utility trailer was purchased so that each crew could be responsible for their own mowing. The work orders were streamlined to group small areas in close proximity with similar maintenance requirements and work orders were also separated by task for independent recurrence intervals. For example, in the summer/growing season, the division is charged with mowing and edging all maintained areas each week (weather permitting). To do so, other tasks such as trimming must be moved to a bi-weekly basis to accommodate the seasonal mowing frequencies. The work order checklists, which must be completed before leaving an area, were also updated to add additional detail for newer staff to understand everything that must be done.

As of today, the division is staffed with leaders who are passionate about their job and have prior grounds experience. The new separation of duties and revised work order schedule has been working well for the group. The division has also put forth significant time converting areas to incorporate lower maintenance vegetation. The Grounds Crew has also capitalized on Beautify TI events to prioritize special projects and solicit community assistance. The group maintains a high level of service and responds to irrigation issues and downed trees after hours, as needed.

Invitation to Bid 23-015 was issued in April 2023 for Treasure Island Causeway Landscaping maintenance services. Only the Causeway area was included in the bid since the division was now nearly fully staffed. The contractor scope did not include several tasks that the City's grounds maintenance staff performs along the Causeway, as these items would have driven up the price of the bid or made the bid too difficult to respond to. Some of these items include ongoing debris removal (only performed while the contractor is on site), medjool date palm injections, restoration due to damage that is documented in police reports, tree removal and replacements, and the replacement of irrigation pipes/valves/solenoids/heads. While there were four landscaping companies that showed interest in performing the service, only one bid was received from J&J Diversified, LLC. The pricing submitted by J&J Diversified, LLC was as follows:

<u>J&J Diversified, LLC Landscaping Maintenance Bid</u>
FY 23 monthly fee: $21,250
FY 24 monthly fee: $16,738 ($200,850/yr)
FY 25 monthly fee: $17,875 ($214,500/yr)

At the July 18, 2023 Commission Workshop, there was a presentation of the areas maintained and a discussion about the pros and cons of utilizing additional Grounds Maintenance staff to perform the services that were budgeted to be provided by a contractor.

POLICY/PURPOSE:

To amend the FY 2023 Budget to increase the number of authorized full-time positions from 7 to 9 in the Grounds Maintenance I/II/III classification, in lieu of awarding a contract to supplement the City's grounds maintenance staff.

STRATEGIC PLAN RELEVANCE:

The discussion of landscaping maintenance services supports the Strategic Plan goal to Maximize the Utilization of the City's Resources.

The Administration Roadmap; Goal 1 is to "Develop, support, and retain a diverse workforce to serve the needs of the community" with an objective to "Evaluate needs, skills and positions for future staffing and improve recruitment and retention of City employees".

ANALYSIS/DISCUSSION:

In lieu of awarding the maintenance contract, staff proposes adding a third grounds maintenance crew. Having a third maintenance crew would allow for an higher level of service by being able to lessen the number of areas that each crew is responsible for. To round-out a third crew, two additional full-time positions are needed and a pickup truck that was planned to be surplused by the Fire Department would be transferred to Public Works and require some retrofitting and repairs. In FY 23, the cost to add a Service Worker I and a Service Worker II in the division would cost a total of $102,353 per year to include benefits. The cost to initially retrofit the F-250 and outfit it with a utility trailer and power tools would be approximately $14,625. Additional ongoing costs of approximately $3,140 would be needed to cover the truck's annual fuel cost and the crew leader's cell phone service. These costs are outlined in Attachment A and total to $120,118 for the first year and $105,493 in future years based on the FY23 pay rates. This option would increase the City fleet by one truck and future truck replacement would be programmed in the budget.

The City currently is authorized through the adoption of the FY 2023 Budget for seven authorized positions in the Public Works Grounds Maintenance I/II/III classifications. Approval of

this ordinance will result in an increase to the overall number of authorized positions by two full time equivalents (FTEs) of Grounds Maintenance I/II/III classifications, allowing for the creation of three grounds maintenance crews, as opposed to the two we have currently.

FUNDING:

The adopted FY 2023 budget has $300,000 in Account No. 001-5410-34000 to support this change; however, in future budgets the increase in authorized positions will be reflected as well as the associated costs in the salary and benefit accounts as well as the elimination of the $300,000 in contractual services.

Funds totaling $120,118 will be needed in next year's budget, FY 2024 for the additional personnel, equipment and vehicle retrofits. There will be very little impact of this change to the current years budget since it is near the end of the fiscal year.

MOTION:

I move to adopt/reject Ordinance No. 2023-12, amending the FY 2023 Budget to add two additional authorized full-time positions for the Public Works Grounds Maintenance I/II/III Classification at this Second and Final reading.

ATTACHMENTS:

Ord_2023-12_Budget_Amendment_2_FTE_for_PW_Grounds_Positions (02565849).docx
Att A - Estimated 3rd Grounds Crew Costs.pdf
Ordinance 2023-12 Legal Ad Proof 08 16 2023.pdf

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2023 BUDGET TO ADD TWO AUTHORIZED FULL-TIME POSITIONS FOR THE PUBLIC WORKS GROUNDS MAINTENANCE I/II/III CLASSIFICATION; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

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

WHEREAS, the adopted FY 2023 budget authorizes seven full-time positions for the Public Works Grounds Maintenance I/II/III classifications; and

WHEREAS, the public works grounds maintenance division would be more effective with additional staff; and

WHEREAS, the City has determined it to be more cost-effective to hire additional grounds maintenance staff instead of employing a contractor; and

WHEREAS, approval of this amendment would authorize two new full-time positions for the Public Works Grounds Maintenance I/II/III classifications; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City of Treasure Island finds it in the public's best interest to amend the City's budget to add the authorized positions for Grounds Maintenance.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. The FY 2023 Budget for the City of Treasure Island, Florida, as adopted pursuant to Ordinance 2022-12, is hereby amended by authorizing two additional full-time positions for the Public Works Grounds Maintenance I/II/III Classification.

SECTION 3. That allocation of appropriated funds shall not change in the current year's budget, but the change adding two authorized positions and associated personnel and operating costs will be reflected in next year's budget.

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

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

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

FIRST READING and PUBLIC HEARING on the 8th day of August 2023.

SECOND READING and PUBLIC HEARING on the 5th day of September 2023.

PUBLISHED in the Tampa Bay Times on the ___ day of August 2023.

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

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

Initial & Annual Cost to Add 3rd Grounds Crew

In the Grounds Maintenance Division of the Public Works Department, there are currently 7 Service Workers (field staff) and a Crew Chief. There are two crews of 3 and a floating 4th service worker that works with either crew, as needed.

Adding 2 additional Service Worker positions will allow for a third crew wherein each is comprised of 3 Service Workers.

Although the FD pickup truck is older, it only has 50k miles and has been evaluated by three mechanics, including the Ford Dealership. The mechanics agree that the truck is in good condition and should last at least 5 years without additional major repairs. The tune-up costs below were estimated conservatively.

Estimated Initial Costs:		**qty**	**unit price**	**total**
Fire Deparment Transfer F-250				
	injectors/pipe stands/plugs	1	$ 740	$ 740
	oil pressure switch	1	$ 70	$ 70
	EGR valve	1	$ 130	$ 130
	fan clutch	1	$ 500	$ 500
	ICP pigtail	1	$ 75	$ 75
	cam/crank sensors	1	$ 180	$ 180
	labor to install parts above	1	$ 3,960	$ 3,960
	replace graphics	1	$ 200	$ 200
	rear cab guard	1	$ 200	$ 200
	arrow board	1	$ 900	$ 900
	utility trailer	1	$ 2,700	$ 2,700
	tool racks	2	$ 270	$ 540
Power Tools				
	weed eaters	2	$ 400	$ 800
	stick edgers	2	$ 400	$ 800
	hedge trimmers	2	$ 375	$ 750
	push edgers	1	$ 700	$ 700
	backpack blowers	2	$ 390	$ 780
Misc. Hand Tools		1	$ 600	$ 600
			Initial Equipment Subotal	**$ 14,625**

Estimated Annual Costs:	**qty**	**unit price**	**total**
Cell Phone Annual Service (1 for crew leader):	12	$ 45	$ 540
Annual Estimated Fuel Cost for Add'l Truck:	1	$ 2,600	$ 2,600
Personnel - Annual Rate with Benefits:			
New Service Worker positions (SWI & SWII)	2	$ 51,177	$102,353
		Annual Subtotal	**$105,493**

Annual Total Year 1 Cost:	**$120,118**
Annual Recurring Costs after Yr 1:	**$105,493**

0000301539-01

Tampa Bay Times
Published Daily

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

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE NO. 2023-12** was published in said newspaper by print in the issues of: **8/16/23** or by publication on the newspaper's website, if authorized, on

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

Signature Affiant

Sworn to and subscribed before me this .**08/16/2023**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced

Notary Public State of Florida
Carol A. Chewning
My Commission HH 377776
Expires 3/23/2027

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

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

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2023 BUDGET TO ADD TWO AUTHORIZED FULL-TIME POSITIONS FOR THE PUBLIC WORKS GROUNDS MAINTENANCE I/II/III CLASSIFICATION; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

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Celine Kidwell, City Clerk

8/16/2023

0000301539-01

AGENDA ITEM NO. I.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Celine Kidwell, Administration

ITEM TYPE: Appointments

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Annual Appointments to the Boards and Committees

BACKGROUND: **Code Enforcement Board** - *Two (2) Reappointments*

There will be two (2) vacancies for resident At-Large Member(s) appointed by the City Commission on the Code Enforcement Board . The City Clerk has received confirmation from Tim Bradford and Dan Younkman that they are willing to serve a second term. Mr. Bradford and Mr. Younkman's term ends on August 31, 2023 and both are seeking to serve a second term from August 31, 2023 to August 31, 2026.

Planning & Zoning Board / Local Planning Agency - *Two (2) Reappointments, One (1) Vacancy At-Large, and One (1) Alternate Member*

Four (4) vacancies will exist on the Planning & Zoning Board as of August 31, 2023 as a result of the expiration of the term of three (3) of the At-large Member and one (1) Alternate Member.

The Planning & Zoning is a seven (7) At-Large Board, and two (2) Alternate Members. The member term is three (3) years and each member may serve two full terms.

The City Clerk has received confirmation from Linda Driscoll and Richard Harris that they are willing to serve a second term. Ms. Driscoll and Mr. Harris' term ends on August 31, 2023 and both are seeking to serve a second term from August 31, 2023 to August 31, 2026.

There is one (1) vacancy for an At-Large Member, which serves a 3-year term and one (1) Alternate Member vacancy which serve a 3-year term ending August 31, 2023. At-large Member (Pam Brancaccio) and Alternate Member (Heidi Horak) completed their term, but do not wish to be re-appointed.

The City Clerk has received six (6) applications for review and consideration from the following residents:

- Mark Alexander
- ~~Keith Armbrecht~~ - Mr. Armbrecht withdrew his application.
- Jennifer Bonvouloir
- Eric Kramp
- Gary Potenizano
- Marvin Shavlan
- Stuart Simm

Life Intervention Focus Team (LIFT) - *One (1) Board of Director Class A Vacancy and Two (2) Board of Director Class C Reappointments*

Currently, there is one (1) vacancy for a Life Intervention Focus Team (LIFT) Class A Director, which serves a 3-year term and two (2) upcoming vacancies for Class C Director, which serve initially a 1-year term ending August 31, 2023. Class A Director (Mr. Kelly Puckett) vacancy is a unexpired term ending August 31, 2025.

The City Clerk has received confirmation from Judge Bobbie McCartney and Joney O'Hare that they are willing to serve a second term. Both Judge McCartney and Ms. O'Hare are seeking to serve a second term from August 31, 2023 to August 31, 2026. In addition, both directors expressed interest and are willing to serve the unexpired Class A Director term ending August 30, 2025.

The City Clerk has received one (1) application from Sylvia Meyer. Ms. Meyers application has been submitted for review and consideration

POLICY/PURPOSE: The purpose of this agenda Item is for City Commission to make appointments and/or reappointments for the City Boards.

STRATEGIC PLAN RELEVANCE: City boards and committees are the foundational element of the Strategic Plan as a whole.

ANALYSIS/DISCUSSION:

For City Commission's consideration and recommendation the following Code Enforcement Board reappointments

- _____ Code Enforcement Board , At large member term ending on August 31, 2026; and
- _____ Code Enforcement Board , At large member term ending on August 31, 2026.

For City Commission's consideration and recommendation the following Planning & Zoning Board appointments and reappointments.

Vacancies:

- _____ Planning & Zoning Board, At large member, term ending on August 31, 2026; and
- _____ Planning & Zoning Board, Alternate member term ending on August 31, 2026.

Reappointments:

- _____ Planning & Zoning Board , At large member, term ending on August 31, 2026; and
- _____ Code Enforcement Board , At large member term ending on August 31, 2026.

For City Commission's consideration and recommendation for the following Life Intervention Focus Team (LIFT) appointment and reappointments

- _____ for the term of office of Class A Director, term ending on August 30, 2025; and
- _____ for the term of office of Class C Director, term ending on August 30, 2026, and
- _____ for the term of office of Class C Director, term ending on August 30, 2026.

FUNDING:

There is no fiscal impact. Members of the boards and committees shall serve without compensation.

MOTION:

I move to adopt Resolution 2023-09, Annual Appointments to the Boards and Committees.

ATTACHMENTS:

RES2023-09 Annual Board Appointments.docx
LIFT - Meyer Sylvia_Board Application 05 22 2023.pdf
PZ - Alexander Mark_Board Application 07 19 2023.pdf
PZ - Bonvouloir Jennifer_Board Application 01 12 2023.pdf
PZ - Kramp Eric_Board Application 08-11-2023.pdf

PZ - Potenziano_Board Application 07 20 2023.pdf
PZ - Shavlan Marvin_Board Application 08 04 2023.pdf
PZ - Simm_Board Application 06 29 2023.pdf

RESOLUTION 2023-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND APPOINTING INDIVIDUALS TO SERVE ON THE CODE ENFORCMENT BOARD; LIFE INTERVENTION TEAM (LIFT) BOARD, AND PLANNING & ZONING BOARD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, vacancies exist and will exist on the above-mentioned board and committees of the City of Treasure Island as of August 31, 2023, as a result of the expiration of terms or resignation of members, and

WHEREAS, the City Commission desires to appoint or reappoint certain individuals for three-year terms expiring on August 31, 2023, to serve upon creation of said vacancies.

NOW, THEREFORE, THE CITY COMMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

The following appointments shall be made to boards and committees for a term of 3 years (unless noted otherwise):

Code Enforcement Board:	_____	At-Large Member
	_____	At-Large Member
Life Intervention Focus Team:	_____	Class A Director (Term ends 08/31/2025)
	_____	Class C Director (Term ends 08/31/2026)
	_____	Class C Director (Term ends 08/31/2026)
Planning & Zoning Board:	_____	At-large Member
	_____	Alternate Member

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 23rd day of August 2023 by Commissioner _____ who moved its adoption seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

J. Tyler Payne, Mayor

ATTEST:

Celine Kidwell, City Clerk

Received by
Office of the City Clerk
MAY 22 2023
Treasure Island, FL
Time: 11:24 A.M.

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☑ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ☑ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ☑ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☑ Yes
- ☐ No

Evening meetings
- ☑ Yes
- ☐ No

Name Sylvia A. Meyer

Address 335 123rd Ave

Phone 813-220-1265 Email sami945@Verizon.Net

Present Occupation Retired

If retired, what was your previous occupation? Publix - Corp 40 years

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

_____

_____

_____

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☐ Male
- ☑ Female

Race
- ☐ African American
- ☐ Asian-American
- ☑ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ☑ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature Sylvia A. Mayer Date May 22, 2023

Office Use Only: District _____ Revised: 06/09/2022

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ■ Code Enforcement Board
- ■ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☐ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name Mark Alexander

Address 7435 Bayshore Drive Unit 206 Treasure Island, FL 33706

Phone 727-403-3938 Email Markdcalexander@gmail.com

Present Occupation Director of Operations - Interior Logic Group

If retired, what was your previous occupation? _____

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

I have attached a copy of my resume as it provides a detailed overview of my background, educations and experience.

I am confident that I would be a great asset to the board based on the skills that I bring.

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ■ Male
- ☐ Female

Race
- ☐ African American
- ☐ Asian-American
- ■ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ■ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature Mark Alexander Digitally signed by Mark Alexander Date: 2023.07.12 18:04:29 -04'00' Date 7/12/23

Office Use Only: District _____

Revised: 06/09/2022

Kidwell, Celine

From: markdcalexander@gmail.com
Sent: Thursday, July 20, 2023 3:17 PM
To: Kidwell, Celine
Cc: markdcalexander@gmail.com
Subject: RE: Treasure Island Weekly Newsletter - July 19, 2023

Follow Up Flag: Follow up
Flag Status: Flagged

Celine, please take a look below at the summary of why my background and experience would be an outstanding fit for either the Planning & Zoning Board or the Local Planning agency board. I also apologize for not providing more in my previous application for the Code Enforcement Board (Rookie Mistake.).

I want to submit my application for both the Planning and Zoning Board and the Local Planning Agency Board. If selected, I also understand that I must resign from the Code Enforcement Board. With the additional details, I hope to be chosen as a full-fledged member, but also willing to serve as an alternate to get my foot in the door.

I am a long-time homeowner and Treasure Island (Sunset Beach) resident. We purchased our home in December of 2014, which will be nine years this coming December. I am also currently semi-retired after almost 23 incredible years with Home Depot. I have learned much throughout my professional career, first with MCI WorldCom and most recently with Home Depot. Throughout my professional career, I have gained a wealth of knowledge in Business Transformation, Sales, Operations, Financials, and Executive leadership, leading a team of over 1,400 orange-blooded associates and being responsible for over $1.5 Billion in annual sales. It is time to give back to the community I love and call home. My vast experience is a perfect fit for both boards as I have extensive knowledge in Home Improvement and, particularly, Home Services, where I had direct responsibility for the 37 installation programs throughout the 109 stores in the Southeast Region (Florida) and also led the Home Depot Interiors organization (Kitchen, Bath, Countertops, Closet and Garage Organization) and Installed Flooring business throughout the entire country. In all roles, I had direct contact with our internal compliance team and external relationships with contractors, vendors, local building departments, and municipalities. I understand the importance of using quality products, licensed contractors, and following all state and local permitting requirements. In addition, I also understand the need to balance growth while maintaining the community feeling that created this fantastic paradise. I know there are strong opinions about change in Treasure Island and keeping the small town's original feel. I believe we can do both with strong community involvement, education, and communicating a clear vision and plan for Treasure Island and "Paradise Found." I would be immensely humbled to be a part of either the Planning and Zoning Board or the Local Planning Agency Board. I hope this is the first step in a long partnership and relationship, giving back to the community.

Lastly, if there were one word to describe me, it would be authentic. If you were to ask any of my previous employees, coworkers, business partners, or bosses, they would all say that Mark is the definition of being authentic. I earned this by my commitment to building the confidence and trust of my team through honesty, integrity, and transparency; I would bring those same qualities to the board.

Thanks for your consideration, and please let me know if you need anything additional.

Thanks

Mark Alexander
727-403-3938

From: Mark Alexander <markdcalexander@gmail.com>
Sent: Thursday, July 20, 2023 8:34 AM
To: Kidwell, Celine <ckidwell@mytreasureisland.org>
Subject: Re: Treasure Island Weekly Newsletter - July 19, 2023

Thanks, Celine

I will send you a brief summary of my background and experience to assist. I assume I would only need to relinquish the code enforcement board if selected for either the Zoning and Planning Boards?

Thanks

Mark Alexander
727-403-3938

> On Jul 20, 2023, at 7:51 AM, Kidwell, Celine <ckidwell@mytreasureisland.org> wrote:
>
> Hi Mark,
>
> Yes, I will include your application for City Commission's consideration. Unfortunately, you would have to resign from the Code Enforcement Board to serve on any other board.
>
> Thank you,
>
> *Celine*

Celine Kidwell, CMC, FCRM
City Clerk
City of Treasure Island
(727) 547-4575 ext. 228
www.mytreasureisland.org

How are we doing? Let us know!

MARK ALEXANDER

(727) 403-3938 | markdcalexander@gmail.com

7435 Bayshore Dr. Unit 206, Treasure Island, FL 33706

Leadership Professional

PROFESSIONAL PROFILE

Accomplished leader with hands-on experience defining and driving operational strategies and a proven track record of steering and delivering significant projects, organizational transformations, and innovative solutions for an industry-leading organization. Ability to meet sales goals in competitive markets through market analysis and creating and maintaining relationships with new and existing accounts. Experience working in contact centers, as a retail leader and operator, in the home improvement industry, and supply chain and revenue generation. Thrives in high-volume, travel-focused roles with the ability to manage remote workforces, improve operations, and continuously drive profitability.

- **Drove over $8M in cost-out initiatives** through multi-channel communications, lead scoring, revised outbound call cadence, new text-based self-pay functionality, and a reduced average handle time.
- **Improved profitability** by shrinking labor rates, slashing concessions/chargebacks, reducing cycle times, and increasing capacity.
- **Received 2014 "Regional Services Manager of the Year"** for outstanding performance and results and **"Specialty Business Partnership Award"** for exceptional work with the specialty teams.
- **Recruit and source talent by hiring approximately 40 new leaders** with diverse backgrounds and achieving the highest market diversity at the leadership level with about 36% female and about 70% diversity of staff.

AREAS OF EXPERTISE

Operational Leadership – Change Management – Performance Management – Field Operations – Business Operations
Sales Leadership – National Management – Remote Management – Service Management – Cross-Functional Collaboration
Coaching & Mentoring – Training – Partnership Management – Workforce Management – Team Building – Leadership
Process Development – Process Improvement – Project Development – Associate Relations – Customer Relations

PROFESSIONAL EXPERIENCE

HOME DEPOT — 2001 to 2023

General Manager/Direct Fulfilment/Market Delivery Operations – Supply Chain — 2022 to 2023

Oversees day-to-day operations of 500 associate direct fulfillment center, providing process improvement initiatives, training and development, revenue generation strategies, and business growth plans for the organization. Revitalized performance of worst performing Direct Fulfillment center throughout the organization through hands-on and strategic leadership. Direct 8 Market Delivery Operations buildings that support 150 regional stores, ensuring employees' safety and adherence to industry and company policies and regulations. Manage engineering and facility maintenance teams, including analyzing performance and areas for improvement and implementing strategies to meet these needs. Spearheaded all profit and loss planning and analysis for DFC and Market Delivery Operations, ensuring profit goals were met and providing plans to drive revenue forward. Maintain an understanding of business and financial data to create operational procedures to improve location performance. Modernized operations through the ability to drive, influence, and inspire teams to turn around locations to meet organizational goals.

Notable Achievements:

- **Led revitalization of 24-hour and 364-day location responsible for $331M in sales,** improving performance and driving revenue generation
- **Achieve success in managing 8 Market Delivery Buildings** that generate $324M in sales
- **Recruit and source talent by hiring approximately 40 new leaders** with diverse backgrounds and achieving the highest market diversity at the leadership level, with about 36% female and 70% staff diversity.
- **Spearheaded 3900 bps improvement in a critical measure of success.** Must Ship by Date meeting target of 96% within a 4-month timeframe.
- **Oversaw and was 1st market for launching new capabilities** for improved customer experience.

- **Improved conveyable slotting mix by approximately 40%** to reach in low 80s above target numbers through disciplines and capacity controls
- **Created acts of service and bi-monthly leadership training events** that improved organizational cultural engagement.

General Manager/Senior Director – Home Depot Measure Services — 2019 to 2022

Oversees 1,400 associates, including three directors and 1 Senior Manager responsible for strategy, field operations, sales operations, and back-office support functions. Responsible for national flooring installation business: over $1.5B in annual sales, representing 27% of services portfolio. Reports to and collaborates with the SVP of Outside Sales and Service and VP of Merchandising.

Notable Achievements:

- **Drove over $8M in cost-out initiatives YTD** through multi-channel communications, lead scoring, revised outbound call cadence, new text-based self-pay functionality, and a reduced average handle time.
- Supported year-over-year increase in profitability, with **annual EBIT of more than 20%.**
- Created a **three-year roadmap, pillars of success, and flywheel** based on multi-year strategies and initiatives.
- Spearheaded the rollout of a national field scheduling system that **significantly improved measure completion rates and cycle times while reducing technician travel time and mileage.**
- Led organizational restructure, resulting in **expanded salaried management roles, improved performance, and increased associate commitment**.
- **Developed** COVID-19 protocols adopted by the entire field organization and third-party providers.
- **99% of contact center employees** transitioned to work from home in 3 weeks to align with COVID-19 protocols.
- Created and implemented an incentive-based program to support sales culture development, **transitioning to a variable compensation program in 2022.**

Senior Director—Services Operations and Contact Centers — 2019 to 2019

Led centralized operations and contact centers, leading 1,000 associates and four directors. Led the roofing, siding, insulation, and gutters (RSIG) business exit and spearheaded transformation and turnaround of combined interior and exterior business. Oversaw the completion of all remaining RSIG jobs and compensation while driving operational excellence and improving partnerships.

Notable Achievements:

- Completed outstanding RSIG jobs at over **$1M under concession budget and below planned cancellation rates.**
- Developed and executed **regulatory and compliance programs for lead-safe work practices.**
- **Improved associate engagement and retention rates.**
- Drove operational controls and excellence by reducing **re-order rates and improving cycle times, resulting in continued profitability improvement.**

Director of Operations - Home Depot Interiors — 2016 to 2019

Supported cabinet makeover, closet organization, bath liner, and countertop programs, leading teams with in-demand, niche skill sets while expanding capacity and driving increased profitability. Created standard operating procedures for 40 branches and consolidated five divisions into three aligned with retail organizational structure.

Notable Achievements:

- Cross-functional partnership with legal and HR teams created a third-party skills-based service provider training program, **significantly improving install capacity and reducing cycle times.**
- Led retirement of legacy systems and **replacement with a Salesforce-based platform.**
- **Spearheaded change in month-end financial reporting** to align with the enterprise.
- **Improved profitability** by shrinking labor rates, slashing concessions/chargebacks, reducing cycle times, and increasing capacity.

Regional Services Manager – Home Services — 2013 to 2016

Oversaw 109 stores in FL, GA, AL, and SC and drove $230M in total installed sales while reinvigorating a stagnant region. Responsible for 40+ installation services programs, including flooring, kitchens, countertops, bath, HVAC, and plumbing for the Southeast Region. Provided direct leadership to 7 district service managers.

Notable Achievements:

- **Improved region's total sales from $160M to $230M,** rising from 6th to 3rd highest sales rate in the country.
- Surpassed sales budget and profit expectations **for ten consecutive quarters.**
- Increased customer satisfaction YOY, **achieving a high of 95%.**
- **Received 2014 "Regional Services Manager of the Year"** for outstanding performance and results and **"Specialty Business Partnership Award"** for exceptional work with the specialty teams.
- **Named "Countertop Captain" in Southern Division** for developing and sharing growth-focused best practices.

District Manager – US Retail —2009 to 2013
Led 9-11 stores in St. Petersburg and Clearwater, oversaw 1,500 employees at the highest-volume district in the region.

Notable Achievements:

- **Drove district from $415M to $420M in total sales** despite losing 2 locations due to realignment. Increased comp sales YOY: **+2% in 2010, +3.6% in 2011, and +6% in 2012 (104% of plan).**
- Voice of the Customer survey scores **increased by five basis points to 92% by 2012.**
- **Oversaw over $150K of community project grants,** the highest in the region.

District Manager – US Retail —2007 to 2009
Led 8-9 stores in Ocala and Gainesville, achieving $250M in total sales and overseeing 1,000 employees. Guided the district through the 2008 financial crisis and financial turmoil.

Notable Achievements:

- **Lifted district from 6th to 4th in the region** in total sales volume by the end of the first year.
- **Received award for outstanding leadership and performance.**

Regional Specialty Sales Manager – Store Operations—2004 to 2007
Oversaw 147 stores in Florida, focusing on specialty sales for flooring, kitchen & bath, millwork, blinds, and storage.

Notable Achievements:

- **Achieved 30% of total regional revenue** with $2B in sales.
- **Ranked top 3 in the country** for overall performance results every year.

Director, Contact Center – Customer Care/Store Operations — 2001 to 2004
Oversaw over 1,000 employees at the company's first call center. Built and led a team of 4 senior managers and reported to SVP. Grew call center from Florida-based to a national footprint. Contributed to site selection, setup, design, and launch.

Notable Achievements:

- Created standard operating procedures for **110 stores in Southeast Division.**
- **Saved 51% of projected labor costs** through strategic integration of planning and tech improvements.

Additional Professional Experience

MCI WorldCom

Education & Professional Development

Certificate in Finance & Accounting – Harvard Business School
Bachelor of Science, Political Science – Frostburg State University, Maryland

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☐ Code Enforcement Board
- ■ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☐ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name jennifer bonvouloir

Address 11325 7th st east

Phone 401 529 6533 Email jennifer.bonvouloir@yahoo.com

Present Occupation sales - healthcare

If retired, what was your previous occupation? _____

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

I was elected to the town council in Smithfield RI and held that office for 3 years

In Smithfield RI I was a member at various times of the - conservation commission, planning board, and zoning board

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☐ Male
- ■ Female

Race
- ☐ African American
- ☐ Asian-American
- ■ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ■ No

Acknowledgement

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Signature _____ Date 1 12 2023

Office Use Only: District _____ Revised: 06/09/2022

Received by
Office of the City Clerk
AUG 11 2023
Treasure Island, FL
Time: 2:32pm

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

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- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ☒ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☒ Yes
- ☐ No

Evening meetings
- ☒ Yes
- ☐ No

Name ERIC KRAMP

Address 14 TREASURE Lane, TREASURE ISLAND 33706

Phone 858 750 8126 Email ERIC.KRAMP@OUTLOOK.COM

Present Occupation MORTGAGE / BANK Executive

If retired, what was your previous occupation? currently on personal break, MORTGAGE Exec.

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

25 years of making impactful decisions for large organizations that have both tactical and long term strategic benefits. These decisions have been

made at an executive level impacting budgets in excess of $250M / year. In that capacity I've been engaged in short and long term strategy satifying multiple stake holders including shareholders, federal regulators, state regulators, investors, clients, individual customes, risk & compliance leaders, and legal teams. I've had a lot of deep experience with regulations, including directing processes that must comply with regulations, interpretations of regulations, and lobbying for changes of ~~regulations~~ regulation or of interpretation to regulations. I think these would be impactful skills to donate to my municipality. Resume attached

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Signature EMR Date 8/11/23

Office Use Only: District _____ Revised: 06/09/2022

ERIC KRAMP

14 Treasure Lane, Treasure Island, FL 33706 · 858-750-8126
Eric.Kramp@outlook.com · https://www.linkedin.com/in/eric-kramp-65053515/

Successful mortgage operations executive with a proven track record in strategic planning and execution, operations, finance, compliance, administration, business development, and acquisitions. Results driven management philosophy with demonstrated ability to build loyal and effective performance driven management teams. High skill P&L management including strategic revenue gains, cost reductions, and loss/expense recoveries.

Practiced and honed 20-year playbook of: Creating client value through thoughtful product design, on time implementation of services, pricing, and recognition of opportunities for Client/Supplier mutual gain. Improving employee engagement by creating incentive plans focused on performance and financial goals. Implementation of analytics designed to measure and drive operational processes, distribute assignments, quantify risk, and report to customers. Improvement of processes for quality and efficiency via new technology overlays, including implementation of internal and external data. Loss management including buildout of decisioning analytics at various points in the delinquency cycle. Operationalizing within first line of defense, in alignment with OCC guidelines establishing heightened standards, bank risk governance framework, compliance management systems and third-party oversight programs.

EXPERIENCE

2/2019 – 4/2023: HEAD OF MORTGAGE SERVICING, USAA

- Drive sub-servicer and backup sub-servicer relationships inclusive of pricing, contracts, deliverables, SLA's, operational engagement, and oversight.
- Executive leadership to redefine mortgage servicing to establish compliance with OCC heightened standards, inclusive of personnel recruiting and talent management, organizational structure, third party management, workflow systems, data structure, and engagement model with second and third lines of defense. Outcome – delivery and closure of multiple MRA.
- Delivery of complete third-party oversight program for a mortgage sub-servicer, inclusive of transactional testing, non-transactional oversight, issues management program, reporting and governance programs, complaints management infrastructure, sub servicer/vendor accountability routines, and renegotiated contracts with SLO penalties and incentives.
- Recruited roster of talent across mortgage servicing and HELOC.
- Supplemented and renegotiated all consultant/staff augmentation contracts. 4 year savings of $22M.
- Created stable member service experiences, raising scores and consistency. Awarded JD Powers top score for Mortgage Servicing 2020/2022. Improved processes with Originations/Fulfillment increasing portfolio retention by 17%.
- Created lien position tracking and NPV modeling to drive HELOC charged-off recovery programs leading to $120M loss recoveries over 7 years (projected). $78M recognized in 24 months.
- Successful transfer and audit of $50B MSR portfolio.

2017 – 2018: SVP – SERVICING STRATEGY, CENLAR FSB

- Responsible for strategic direction of servicing operations inclusive of outstanding sub-servicing client satisfaction, efficient processes, effective controls, and compliant delivery of services.
- Drove key Citi client onboarding initiatives including negotiation through contractual sticking points, creating solutions that were wins for both Cenlar and Citi. One key negotiation point was the site acquisition of O'Fallon, MO and staff planning and selection of additional leadership for 300+ employees from the former CitiMortgage servicing platform – creating capacity for 700,000 loans to transfer, reducing Citi staff reduction costs/obligations while lowering Cenlar costs and timeline to recruit/train.
- Created omni channel communication strategies/assistance strategies for disaster relief, loss mitigation, year-end processes, and annual escrow analysis.

Received by
Office of the City Clerk
JUL 20 2023
Treasure Island, FL
Time: 9:58 AM

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☐ Code Enforcement Board
- ■ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ■ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name Gary Pptenziano

Address 15 Treasure Lane

Phone 513-889-8829 Email treasure.gp@gmail.com

Present Occupation REtired

If retired, what was your previous occupation? VP of Sales and Projects Cummins and GE

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

Masters Degree in Bus and Development

Past President of 3,000 member Elks Organization

President of Bd of directors for 140 unit condo ass

Bd memeber on Paradsie Island Civic Association // Served on past charter review committee for Treasure Island

ADDITIONAL:Relative Business experience: Procurement, contract negotiations

Emgineering and development

State of Florida Reporting Requirements

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Physically Disabled
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Signature _____ Date 7-18-2023

Office Use Only: District _____ Revised: 06/09/2022

Received by
Office of the City Clerk
AUG 04 2023
Treasure Island, FL
Time: 9:31 AM

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

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- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ■ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name Marvin Shavlan

Address 220 108th Ave, Apt 303, Treasure Island, Florida 33706

Phone 727-439-6175 Email BondDiamonds@aol.com

Present Occupation Retired

If retired, what was your previous occupation? Business owner / operator

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

Appointed to and seved on the St. Pete Beach Planning Board 2016 - 2020.
Elected to and served on the St. Pete Beach City Commission 2010 - 2014
Appointed to and served on the SPB Historic Preservation Board 2008 - 2010

Owner / operator of a regional 8 store retail jewelry firm for 30+ years.
UF undergraduate degree in Business Administration
Currently serving on the La Bella Vita Condo Association Board of Directors.

I was recently appointed to the TI Code Enforcement Board. If selected for the TI Plannning & Zoning / LPA Boards, I would resign from the Code Enforcement Board.

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Signature _____ Date 8/4/2023

Office Use Only: District _____ Revised: 06/09/2022

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

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Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ■ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name Stuart Simm

Address 780 Capri Blvd, Treasure Island, FL 33706

Phone (863) 529 8608 Email stuartsimm@maxinspections.com

Present Occupation Commercial & Residential Building Inspector (Owner)

If retired, what was your previous occupation? N/A

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

State of Florida commercial & residential building inspector 12 years, Degree in construction management from Coventry University in England. Came to the US on an L1B knowledge visa for commercial & residential building materials and their applications in 2004. Previous Director for major US building materials manufacturer 2004

-2009. Owner of CRS construction (Cleveland Ohio) commercial building contractor. Chair and board member on various boards including, Emerge, YMKN, Lakeland Country Club. Assisted in emergency operations post Hurricane Katrina 2005. Full resume on request. Project leader, co-ordinator, decision maker, building construction and material use professional.....

State of Florida Reporting Requirements

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- ☐ Native-American

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Signature _____ Date 06/27/2023

Office Use Only: District _____

Revised: 06/09/2022

AGENDA ITEM NO. I.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 23, 2023
SUBMITTED BY:	Stacy Boyles, Public Works
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Treasure Bay Golf Course Design Update with Safety Enhancements for Consideration and Direction
BACKGROUND:	At the June 20, 2023 Commission Meeting, a conceptual design was approved as shown in Attachment A. The Commission further directed the golf course consultant to incorporate additional safety measures to the extent feasible into the 60% design. The consultant is nearly at 60% design and alternatives have been created for the City Commission's consideration and direction.
POLICY/PURPOSE:	The purpose of this item is to provide an update on the golf course design, which resulted in an alternative design for Commission consideration and direction.
STRATEGIC PLAN RELEVANCE:	The Strategic Plan Community Road Map, Goal 1 is to *Promote a socially connected community through the implementation of the Master Park Plan*. Objective 2 is to *Promote Treasure Bay as a flagship waterfront recreational facility.* Action 2 is to *Develop plans to create a multi-use recreational facility to include water activities, walking trails, pickleball, event space, etc.*
ANALYSIS/DISCUSSION:	The commission approved a traditional golf course design at the June 20, 2023 meeting, provided as Attachment A. The golf course consultant, Sanford Ferris, has proposed a new design concept (Attachment B) to enhance safety for the Commission's review and consideration. This concept is significantly different from the concept that was approved in June, but is expected to cost about the same to construct.

The following is a summary of the design updates shown in Attachment B:

- Improved safety with holes running perpendicular to the perimeter walkway.
- Hole No. 9 is angled away from the condos.
- The oak trees on the west side are preserved and the revisions have a reduced impact on existing trees throughout the site.
- The depression areas now run parallel to the holes reducing the crossing of slopes and potential forced carries.
- A good-sized putting green could be combined with the No. 3 green to make a large putting course, if desired.
- Maintains space for an event area(s).
- Revised potential locations for the pavilions are shown.
- The total play yardage is approximately 100 yards shorter.

Final direction on which conceptual design to pursue is requested in order to develop the 60% design plans. The tentative schedule is to have a completed design prior to the Thanksgiving holiday.

FUNDING:

The proposed FY2024 budget replaces includes a $1.3M construction budget based 30% design estimates to redesign and construct the Treasure Bay golf course. The Commission approved the remaining design of the golf course, which is currently underway.

The design will be used to create a construction bid and the award of the construction contract will require commission approval. In order to save money and time, the construction of the living shoreline, walking trail and the golf course will be combined on one construction bid.

MOTION:

I move to approve the revised _____ conceptual golf course design for the reconstruction of the Treasure Bay Golf Course.

ATTACHMENTS:

Attachment A - Prior Approved Concept.pdf
Attachment B - Revised Concept v2.pdf



	1	2	3	4	5	6	7	8	9	IN
BLACK	83	130	101	95	124	105	98	102	80	918
PAR	3	3	3	3	3	3	3	3	3	27



TABULAR DATA

ITEM	UNITS	QUANTITY
TOTAL SITE AREA	AC	9.85
EXISTING PONDS	AC	1.20
PROPOSED LITTORAL AREAS	AC	0.48
PROPOSED POND	AC	0.66
PROPOSED GOLF FEATURES		
GREENS	SF	24,500
TEES	SF	17,800
BUNKERS	SF	4,600
FAIRWAYS	AC	1.40
ROUGH	AC	5.03

Notes:

1. Areas are approximate and subject to changes throughout the design and construction phases.

SCORECARD

	1	2	3	4	5	6	7	8	9	IN
BLACK	110	85	60	100	105	70	125	95	100	850
PAR	3	3	3	3	3	3	3	3	3	27

SANFORD FERRIS
GOLF COURSE DESIGN
STRATEGIC ▪ SUSTAINABLE ▪ SIGNIFICANT

Conceptual Plan
TREASURE BAY GOLF & TENNIS CLUB
Treasure Island, Florida

AGENDA ITEM NO. I.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Stacy Boyles, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Execute a Second Amendment with Waste Pro of Florida, Inc. and Authorize Spending Authority for FY24 in the Amount of $45,000.

BACKGROUND: Prior to beginning compactor service, the City had received a number of complains regarding waste and odors in the Miliken Court area. Three restaurants were having difficulty providing sufficient space for their waste which often resulted in waste overflows. To address this issue, the City issued Request for Proposals No. 18-19-15 for a compactor and collection services to be used jointly by CJ's on the Island, Ricky T's and VIP. A contract with Waste Pro was ultimately awarded and staff identified the initial site work that was required to install the compactor and a pay-back plan by the businesses for the cost of the improvements to be reimbursed to the City.

The initial term of the contract was for the first three fiscal years of the compactor use, starting in July 2019, and coincided with the one-time site development/improvement costs, which have all been reimbursed to the City. The contract allows for two, one-year extensions upon mutual assent, and caps the rate increases to 3%. The first contract amendment was executed in August 2023 for a period of 1 year.

POLICY/PURPOSE: The purpose of this item is to request execution of an amendment to the City's contract with Waste Pro for downtown compactor services and to authorize spending authority for FY24 (the next fiscal year) not to exceed $45,000.

STRATEGIC PLAN This item contributes to Goal 1 under the Strategic Plan's

RELEVANCE: Financial and Economic Development Road Map by continuing to foster a vibrant business community by keeping waste from two downtown businesses confined in a compactor.

ANALYSIS/DISCUSSION: A second amendment to the agreement is needed to continue compactor service for our downtown restaurant partners. Staff believes that continued use of the procured compactor is in the best interest of the businesses, the public, and the City as it will consolidate waste dumpsters to make the area more aesthetically pleasing and reduce the odorous liquids that are generated from restaurant activities, which will reduce the City's asphalt maintenance in this area. Providing space and splitting the compactor fees amongst the businesses makes the compactor operations feasible.

As of August 2023, CJ's on the Island is no longer operating within the City. The electric meter for the compactor is currently tied into the power for the CJ's building. Staff is working with Duke Energy to identify another location for the meter and a cost, which will require an additional pass-through reimbursement by Ricky T's and VIP. Additionally, because of the reduced volume of waste without CJ's, Waste Pro has agreed to provide an alternate fee schedule in the second amendment that would allow for fewer than weekly compactor hauling service. This 10/20/30 schedule provides an option to have collection occur on the 10th, 20th and last day of the month, which is a less costly option for the remaining businesses. Prior to implementing this alternate collection schedule, Waste Pro and City staff will monitor the total waste volumes, adjusting for seasonal fluctuations in attempt to circumvent additional one-off hauling fees that may arise from changing the schedule prematurely. Finally, the second amendment increases collection rates by 3% as allowed for under the contract as shown in Exhibit B.

FUNDING: Staff is requesting spending authority in the amount of $45,000 for FY24 with Waste Pro for compactor services. This contract provides a pass-through cost, with the participating businesses reimbursing the City for the service and a 10% contract administration fee. The expenses are budgeted in the Solid Waste Contractual Services account (430-5340-34000) and the corresponding revenue budgeted in a Compactor Services account (430-343412).

MOTION: I move to approve and authorize the City Manager to execute the second amendment to contract 18-19-15 with Waste Pro of

Florida for FY24 compactor services, and authorize spending in the not to exceed amount of $45,000 for FY24.

ATTACHMENTS:
Waste Compactor Services-Waste Pro 18-19-15.pdf
First Amendment Waste Pro of Florida Inc_Compactor Services Contract RFP 18-19-15.pdf
Second Amendment to agreement with Waste Pro of Florida (02567142-2) Signed WP.pdf

CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND Waste Pro of Florida, Inc.

PERTAINING TO

WASTE COMPACTOR SERVICES
RFP 18-19-15

This CONTRACT is made and entered into on the 23rd day of July, 2019 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("**CITY**"), and Waste Pro of Florida, Inc., FEIN 59-3701785, ("**CONTRACTOR**"), collectively (the "**PARTIES**") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive bid for **WASTE COMPACTOR SERVICES RFP 18-19-15** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **WASTE COMPACTOR SERVICES RFP 18-19-15** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK.

The Scope of Work/Services is specially identified in RFP 18-19-15.

SECTION 2. TERM.

The initial term of the contract (fabrication) will extend from the effective date until the installation of the compactor at the City's location. The successive terms of the contract (collection and maintenance) shall begin October 1, 2019 and renew annually on that date for a period of three (3) years ending on September 30, 2022. The parties have the option of entering into up to two (2), one-year extensions at future negotiated rates not to exceed 103% of the Year Three prices.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR include, but are not limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Bid submittal. The CONTRACTOR agrees to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Bid. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

c. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or

without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments will be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. INDEPENDENT CONTRACTOR.

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and

(4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions of RFP 18-19-15, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all policies.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys' fees and experts' fees and costs incurred by the CITY in the enforcement of this

indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

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

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

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

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

authorized by law; and

d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during

regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22. NOTICE.

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company:	Waste Pro of Florida, Inc.
Attention:	Keith Banasiak, Regional Vice President
Address:	5170 126th Avenue N, Clearwater, Fl 33760
Phone:	239-229-7500
Fax:	
Email:	kbanasiak@wasteprousa.com

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Invitation to Bid Documents for RFP No. 18-19-15.
2. Bid documents submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. MISCELLANEOUS.

i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**

ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.

v. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.

vi. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

xi. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

xii. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term 'including' is not limiting.

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

xiv. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR
Waste Pro of Florida, Inc.

BY: _____

WITNESS:

Signature

Tracy Meehan, Muncipal Marketing Manager-SW FL
Printed Name

Signature

Keith Banasiak, Regional Vice President
Printed Name

As To

City Manager:

Signature
City Manager

CITY OF TREASURE ISLAND
ATTEST | City Clerk:

Signature
City Clerk

Signature
Mayor

Approved as to form and sufficiency:

Signature
City Attorney

FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF TREASURE ISLAND AND
WASTE PRO OF FLORIDA, INC. PERTAINING TO COMPACTOR SERVICES
CONTRACT NUMBER RFP 18-19-15

This First Amendment to the Agreement between the City of Treasure Island, Florida, and Waste Pro of Florida, Inc. pertaining to Compactor Services Contract Number RFP-18-19-15 (the "First Amendment"), made and entered into on this 16th day of August, 2022 ("Effective Date"), shall amend and supplement that certain Agreement entered into by and between Waste Pro of Florida, Inc., a domestic corporation, with its principal place of business located at 5170 126th Ave. N. Clearwater, FL 33760 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 120 108th Ave., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated July 23, 2019 (the "Agreement").

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

WHEREAS, the initial three-year term of the Agreement is set to expire on September 30, 2022, and both Parties desire avail themselves of the first of two optional one-year renewals; and

WHEREAS, section 24 of the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

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

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

2. Amendment to Exhibit A: Bid Schedule of the Agreement. The rates to be in effect beginning October 1, 2022 are appended to this first amendment and are considered duly incorporated. These FY23 rates are the cumulative result of calculating the annual rate increases per the agreed-to annual inflators disclosed on the initial Exhibit A: Bid Schedule, plus the maximum optional renewal rate which cannot exceed 103% of the current FY22 rates. The once weekly Waste Compactor Collector and Service charge shall be $347.20 for FY23; the other rates are provided on the appended and modified Exhibit A: Bid Schedule.

3. Effect of Amendment. This First Amendment shall be effective on the Effective Date. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this First Amendment shall remain unchanged and in full force and effect. To the extent that this First Amendment conflicts with the Agreement, the provisions of the First Amendment shall govern.

4. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this First Amendment, that the governing or managing body of each of the Parties has approved this First Amendment, and that the governing or managing body of each of the Parties has authorized execution of this First Amendment in the manner set forth below.

5. Counterparts. This First Amendment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

6. Electronic Signatures. This First Amendment may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this First Amendment and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment as of the Effective Date.

WASTE PRO OF FLORIDA, INC.

Signature

ROBERT A. TEN HAAF
Print or Type Name

DIVISION VP
Title

City of Treasure Island, Florida

City Manager

Attest:

Celine Kidwell
City Clerk

WASTE COMPACTOR SERVICES - BID SCHEDULE | FY23

Item #	Description	WEEKLY COLLECTION PRICING[2] 1x Week	2x Week	3x Week	4x Week	5x Week	"On Demand" Pickup[3]
1	Waste Compactor Collector and Service[1]	$ 347.20	$ 548.64	$ 750.09	$ 951.54	$ 1,152.99	$ 315.78

Item #	Description	One-Time Charge
2	Initial Installation and Removal at the end of the contract; priced as a lump sum for both, not individually	

Item #	Description	
3	Additional Features ***please list all features of the compactor that are above and beyond the required features listed in the ITB***	n/a

Item #	Description							
4	Primary Collection Day (select one)		Thursday		Friday	X	No Preference	
5	Overall Dimensions, in inches	Length	278	Width	102	Height	100	
6	Weight: compactor plus estimated full container		29,450	lbs.				
7	Capacity		35	CY				
8	Compactor compression ratio		3	:	1			

NOTES:

1 Quoted rates to include: lease of the compactor (built as described in the solicitation), waste collection, routine inspection/Cleaning/Maintenance, emergency Inspection/Cleaning/Maintenance, and any other services requested in the solicitation to be included in the base rates. This rate **MUST EXCLUDE** the per-ton Pinellas County Disposal Fee which will be invoiced to and paid by the City at the adopted rate at the time, and will be considered a direct pass-thru cost to the City.

2 Provide the **WEEKLY** rate for the 1-5 times a week collection schedule.
DO NOT provide a monthly or annual rate.

3 The City expects to have a certain number of special pickups that will be required around busy holidays and community events. The "On Demand" rate is the cost to call in a pick-up in excess of the typical weekly collection. Every effort will be made by the City to coordinate these special pick-ups with all due advanced notice to the contractor.

SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF TREASURE ISLAND AND
WASTE PRO OF FLORIDA, INC. PERTAINING TO COMPACTOR SERVICES
CONTRACT NUMBER RFP 18-19-15

This Second Amendment to the Agreement between the City of Treasure Island, Florida, and Waste Pro of Florida, Inc. pertaining to Compactor Services Contract Number RFP-18-19-15 (the "Second Amendment"), made and entered into on this ____ day of _____, 2023 ("Effective Date"), shall amend and supplement that certain Agreement entered into by and between Waste Pro of Florida, Inc., a domestic corporation, with its principal place of business located at 5170 126th Ave. N. Clearwater, FL 33760 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 120 108th Ave., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated July 23, 2019 (the "Agreement").

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

WHEREAS, the initial three-year term of the Agreement was set to expire on September 30, 2022, and both Parties desire avail themselves of the second of two optional one-year renewals; and

WHEREAS, section 24 of the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

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

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

2. Amendment to Exhibit A: Bid Schedule of the Agreement. The rates to be in effect beginning October 1, 2023 are appended as Exhibit B to this second amendment and are considered duly incorporated. These FY24 rates are the cumulative result of calculating the annual rate increases per the agreed-to annual inflators disclosed on the initial Exhibit A: Bid Schedule, plus the maximum optional renewal rate which cannot exceed 103% of the current FY23 rates. The once weekly Waste Compactor Collector and Service charge shall be $357.61 for FY24; the other rates are provided on the appended and modified Exhibit A: Bid Schedule. In addition, an optional three times per month Waste Compactor Collector and Service charge schedule is added and is shown in the attached Exhibit B. The City may elect to follow this service schedule, rather than the once weekly schedule, at its option for any given month by providing notice to Contractor of this election in accordance with the Agreement at least seven (7) days before the first day of that month.

3. Effect of Amendment. This Second Amendment shall be effective on the Effective Date. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this Second Amendment shall remain unchanged and in full force and effect. To the extent that this Second Amendment conflicts with the Agreement, the provisions of the Second Amendment shall govern.

4. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this Second Amendment, that the governing or managing body of each of the Parties has approved this Second Amendment, and that the governing or managing body of each of the Parties has authorized execution of this Second Amendment in the manner set forth below.

5. Counterparts. This Second Amendment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

6. Electronic Signatures. This Second Amendment may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Second Amendment and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties have made and executed this Second Amendment as of the Effective Date.

WASTE PRO OF FLORIDA, INC.



Signature

Robert ten Haaf

Print or Type Name

Division Vice President

Title

City of Treasure Island, Florida Attest:

City Manager City Clerk

Exhibit B
WASTE COMPACTOR SERVICES - BID SCHEDULE | FY24

		WEEKLY COLLECTION PRICING[2]					
Item #	**Description**	**1x Week**	**2x Week**	**3x Week**	**4x Week**	**5x Week**	**"On Demand" Pickup[3]**
1	Waste Compactor Collector and Service[1]	$ 357.61	$ 565.10	$ 772.59	$ 980.08	$1,187.57	$ 325.26

		TRI-MONTHLY COLLECTION PRICING[4]		
		10th Day of Month	**20th Day of Month**	**28/29/30th Day of Month**
		$ 385.00	$ 385.00	$ 385.00

			One-Time Charge
2	Initial Installation and Removal at the end of the contract; priced as a lump sum for both, not individually		

3	Additional Features ***please list all features of the compactor that are above and beyond the required features listed in the ITB***	n/a

4	Primary Collection Day (select one)		Thursday		Friday	X	No Preference

5	Overall Dimensions, in inches	Length	278	Width	102	Height	100

6	Weight: compactor plus estimated full container	29,450	lbs.

7	Capacity	35	CY

8	Compactor compression ratio	3	:	1

NOTES:

1	Quoted rates to include: lease of the compactor (built as described in the solicitation), waste collection, routine Inspection/Cleaning/Maintenance, emergency Inspection/Cleaning/Maintenance, and any other services requested in the solicitation to be included in the base rates. This rate **MUST EXCLUDE** the per-ton Pinellas County Disposal Fee which will be invoiced to and paid by the City at the adopted rate at the time, and will be considered a direct pass-thru cost to the City.
2	Provide the **WEEKLY** rate for the 1-5 times a week collection schedule. **DO NOT provide a monthly or annual rate.**
3	The City expects to have a certain number of special pickups that will be required around busy holidays and community events. The "On Demand" rate is the cost to call in a pick-up in excess of the typical weekly collection. Every effort will be made by the City to coordinate these special pick-ups with all due advanced notice to the contractor.
4	The City, at its option, may elect the tri-monthly collection pricing schedule instead of the weekly collection pricing schedule for any given month by providing notice to Contractor of this election in accordance with the Agreement at least seven (7) days before the first day of that month.

AGENDA ITEM NO. I.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Mike Helfrich, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Authorize the City Manager for Execution of a Contract to Mali Contracting Corporation for the 120th and 126th Ave End Street Beautification and Improvements in the amount of $278,488.28 plus $20,000 in contingency.

BACKGROUND: During the Gulf Boulevard Beautification project that included undergrounding the power lines on Gulf Boulevard, two end streets, 122nd Ave and 124th Ave, were used to place switch gear and other equipment in these end streets. It was decided at that time to have a 10-year plan to provide drainage improvements and end street beautification on the other end streets that intersect Lagoon Lane. Drainage on most of these end streets have historically been an issue and have standing water. The following end streets have been completed:

1. 123rd Ave Boat Ramp (2015)
2. 122nd Ave End Street (2016)
3. 124th Ave End Street (2016)
4. 121 st Ave End Street (2018)
5. 125th Ave End Street (2020)
6. 127th Ave End Street (2020)
7. 119th Ave End Street (2021)

The next end streets scheduled for drainage improvements and beautification are as follows:

1. 120th Ave End Street (2023)
2. 126th Ave End Street (2023)

POLICY/PURPOSE: To request authorization for the City Manager to execute a contract with Mali Contracting Corporation for the 120th and 126th Ave End Street Beautification and Improvements.

STRATEGIC PLAN RELEVANCE: Infrastructure Road Map - Goal 1: Protect City assets to sustain the future of Treasure Island.

ANALYSIS/DISCUSSION: On May 17, 2023, the Public Works Department advertised an Invitation to Bid for the 120th and 126th Avenue Drainage Improvements and Beautification - ITB 23-018 (**See Exhibit 1 and 2 - Site Plans**).

The Street End Improvement will have Turfblock installed after the pavement has been removed. The end streets will have 6 to 8 parking spaces and one handicap parking space. Rainwater will percolate through the voids in the Turfblock minimizing ponding in the end street. The use of the Turfblock was used rather than installation of additional stormwater inlets. In addition, the Lagoon Lane intersection and drainage structure will be improved.

On June 14, 2023, only one bid was submitted. The single bid was submitted by Mali Contracting Corporation for the amount of $278,488.28 **(See Exhibit 3)**. The Engineer of Record construction cost was estimated at $273,000. The Public Works Department has checked the references for this company, and we believe that this company is qualified to successfully complete this project on time and on budget. Therefore, we recommend award of this contract to Mali Contracting Corporation (**See Exhibit 4 - Notice of Award)** . **Exhibit 5** is the contract with Mali Contracting Corporation. In addition, a few modifications were made to the General Conditions which required the General Contractor to acknowledge (**See Exhibit 6 - Signed General Conditions.**).

FUNDING: Funding for this contract is in the following funds:

450-5380-63000 in the amount of $ 51,000.00
450-5380-63403 in the amount of $190,000.00
450-5380-63453 in the amount of $ 57,488.28

Total: $298,488.28

MOTION: I move to approve and authorize the City Manager to execute a contract with Mali Contracting Corporation for the 120th and 126th Ave End Street Beautification and Improvements in the amount of $278,488.28 plus $20,000 in contingency.

ATTACHMENTS:

Exhibit 1 - 120th Plans.pdf
Exhibit 2 - 126th Plans.pdf
Exhibit 3 - 120th and 126th Bid Schedule.pdf
Exhibit 4 -Notice of Intent to Award.pdf
Exhibit 5 - Signed Contract.pdf
Exhibit 6 - Signed General Conditions.pdf

CITY OF TREASURE ISLAND, FLORIDA

FINAL PLANS

FOR

120TH AVENUE BEAUTIFICATION

TITLE	DRAWING No.

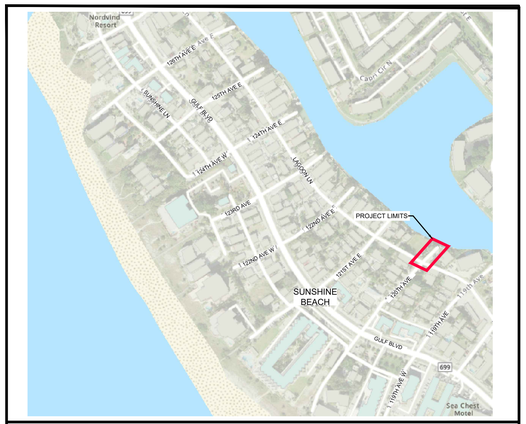
GENERAL SHEETS

COVER SHEET	G-001
GENERAL NOTES	G-002
MAINTENANCE OF TRAFFIC & SURVEY CONTROL PLAN	G-003

CIVIL SHEETS

EXISTING CONDITIONS & DEMOLITION PLAN	C-101
GRADING & DRAINAGE PLAN	C-201
STAKING & PAVING PLAN	C-301
PAVEMENT SECTIONS & JOINT DETAILS	C-351
TYPICAL SECTIONS	C-371





Vicinity Map

TREASURE ISLAND, Florida

FINAL PLANS

MARCH 2023

REVISIONS			
No.	Description	Date	By

ENGINEER OF RECORD: NATHAN PARISH

FLORIDA P.E. NO. 68317

PREPARED BY:

Michael Baker INTERNATIONAL

4211 WEST BOY SCOUT BLVD
SUITE 500, TAMPA, FLORIDA, 33607
(813) 889-3892, (813) 889-3893 FAX
FLORIDA CORPORATE LICENSE NO. 28861

NATHAN PARISH
STATE OF FLORIDA, PROFESSIONAL ENGINEER
LICENSE NO. 68317

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY: NATHAN PARISH ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NATHAN PARISH
FLORIDA P.E. #68317

DATE:

GENERAL NOTES

1. CONSTRUCTION STAKE-OUT MAY BE PERFORMED BY CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL MEASUREMENTS THAT MAY BE REQUIRED TO LAYOUT THE CONSTRUCTION. THE COST OF STAKING WILL BE PAID FOR UNDER ITEM 105-1 CONSTRUCTION STAKING & SURVEY.
2. ALL AREAS OUTSIDE THE LIMITS OF CONSTRUCTION WHICH ARE DISTURBED BY THE CONTRACTOR SHALL BE RESTORED TO THEIR ORIGINAL CONDITION UPON COMPLETION OF THE PROJECT. IN ADDITION, ALL EXISTING ROADS THAT WILL BE USED AS THE CONTRACTOR'S HAUL ROUTE SHALL BE MAINTAINED DURING CONSTRUCTION AND RESTORED TO THEIR PRE-CONSTRUCTION CONDITION. THE CITY OF TREASURE ISLAND SHALL DESIGNATE AREAS TO BE USED BY THE CONTRACTOR FOR THE PARKING OF CONSTRUCTION EQUIPMENT AND VEHICLES WHEN NOT ENGAGED IN THE CONSTRUCTION DURING NON- WORKING DAYS AND NIGHTS AS WELL AS AREAS FOR CONTRACTOR'S EMPLOYEES AUTO PARKING. ANY COSTS RELATED TO THIS EFFORT SHALL BE PAID FOR UNDER ITEM 101-1 MOBILIZATION, GENERAL CONDITIONS AND BONDS.
3. CONTRACTOR SHALL VISIT THE SITE TO DETERMINE EXISTING CONDITIONS PRIOR TO SUBMITTING BID. THE CONTRACTOR SHALL REPORT TO THE CITY OF TREASURE ISLAND MANAGER ANY VARIATIONS FROM THE INFORMATION SHOWN ON THE CONSTRUCTION PLANS PRIOR TO SUBMITTING A BID.
4. THE CONTRACTOR SHALL OBTAIN A ZERO COST PERMIT FROM THE CITY OF TREASURE ISLAND PRIOR TO COMMENCEMENTS OF THE WORK.
5. APPROVED CUTS IN PAVEMENT OR CONCRETE SHALL BE MADE USING A PAVEMENT SAW, IN A MANNER APPROVED BY THE ENGINEER. SAW CUTTING SHALL BE INCLUDED IN THE COST OF THE PAVEMENT REMOVAL PAY ITEMS.
6. EXISTING EASEMENTS TO OTHER PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
7. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE CLEANUP AND DISPOSAL OF ALL TRASH AND DEBRIS CREATED BY HIS WORK OR PERSONNEL. NO BURNING IS ALLOWED ON SITE. ALL TRASH AND DEBRIS MUST BE LEGALLY DISPOSED OF OFF SITE.
8. IF REQUIRED STREET SIGNS, STREET MARKERS, AND R-O-W MARKERS SHALL BE REMOVED AND REPLACED/RELOCATED AS DIRECTED BY THE ENGINEER. NO SEPARATE PAYMENT SHALL BE MADE FOR THESE ACTIVITIES. ANY LOST OR DAMAGED SIGNS OR MARKERS SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE CITY.
9. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL ENVIRONMENTAL RULES AND REGULATIONS OF THE CITY, COUNTY, STATE, ARMY CORPS OF ENGINEERS, AND ANY OTHER JURISDICTIONAL AGENCIES, AND ALL CONDITIONS SET FORTH IN ENVIRONMENTAL PERMITS.
10. ANY PUBLIC LAND CORNER OR BENCH MARK WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE CITY OF TREASURE ISLAND, WITHOUT DELAY, BY TELEPHONE.
11. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT.
12. ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ADMINISTRATOR, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE PROJECT ADMINISTRATOR IS TO NOTIFY THE DEPARTMENT'S CONTAMINATION IMPACT COORDINATOR (DCIC) OF THE DISCOVERY. THE DCIC WILL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE PROJECT ADMINISTRATOR. THE DCIC WILL ADVISE THE PROJECT ADMINISTRATOR.
13. EROSION CONTROL ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE PLANS OR AS DIRECTED BY THE PROJECT ADMINISTRATOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
14. CONTRACTOR SHALL NOTIFY THE CITY AND ENGINEER A MINIMUM OF 14 DAYS IN ADVANCE OF PERFORMING ANY LANE CLOSURES AND SIDEWALK CONSTRUCTION.
15. CONTRACTOR SHALL ACCEPT THE RESPONSIBILITY THAT ALL WORK FOR THE PROJECT SHALL BE DONE WITHIN THE CITY OF TREASURE ISLAND OWNED PROPERTY. CONTRACTOR SHALL VERIFY THE CITY OF TREASURE ISLAND OWNED PROPERTY WITH THE CITY OF PUBLIC WORKS DEPARTMENT. NO WORK SHALL BE DONE OUTSIDE OF THE CITY OF TREASURE ISLAND OWNERSHIP. CONTRACTOR IS REQUIRED TO SURVEY ALL EXISTING CITY OF TREASURE ISLAND RIGHT-OF-WAY ADJACENT TO THE PROJECT LIMITS PRIOR TO CONSTRUCTION TO VERIFY THAT ALL PROPOSED WORK IS WITHIN CITY OF TREASURE ISLAND OWNERSHIP. CONTRACTOR SHALL NOTIFY CITY OF TREASURE ISLAND DEPARTMENT OF PUBLIC WORKS IF WORK IS PROPOSED OUTSIDE OF CITY OF TREASURE ISLAND OWNERSHIP.
16. CONTRACTOR TO MAINTAIN ALL EXISTING DRAINAGE PATTERNS IN THE POST DEVELOPMENT CONDITIONS.
17. THE CONTRACTOR SHALL ADHERE TO THE STANDARDS OF SECTION 120 EXCAVATION AND EMBANKMENT OF THE FDOT STANDARD SPECIFICATIONS, FOR SOIL COMPACTION REQUIREMENTS BELOW PROPOSED CONCRETE OR ASPHALT PAVED SURFACES.
18. PAYMENT WILL BE BASED ON MEASURED IN PLACE QUANTITIES.
19. AFTER THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH CERTIFIED REPRODUCIBLE AS-BUILT PLANS, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER OR SURVEYOR REGISTERED IN THE STATE OF FLORIDA, AND AN ELECTRONIC COPY IN AUTOCAD FORMAT, PRIOR TO FINAL ACCEPTANCE.
20. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETING ALL CLOSEOUT DOCUMENTATION REQUIRED BY THE CITY OF TREASURE ISLAND AND ANY OTHER APPLICABLE AGENCIES.
21. ALL CONCRETE SHALL BE A MINIMUM OF 3,000 PSI.
22. WORKING HOURS SHALL BE COORDINATED WITH THE CITY. TYPICAL WORK HOURS WILL BE MONDAY THROUGH FRIDAY, 7:30 AM TO 5:00 PM.

UTILITY NOTES

1. IF REQUIRED, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND PROVIDING ALL PERMANENT AND TEMPORARY UTILITY CONNECTIONS TO THE STAGING AREA.
2. PRIOR TO DIGGING ANY TRENCHES, CONTRACTOR SHALL NOTIFY ALL UTILITIES (ELECTRIC, GAS, TELEPHONE, WATER, SEWER) AND OBTAIN LOCATIONS OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA, BY EITHER 811 OR 800-432-4770, AND UTILITY OWNERS LISTED BELOW IN TWO BUSINESS DAYS (OR 10 DAYS IF DIGGING UNDER WATER) IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND IDENTIFICATION OF ALL EXISTING UTILITIES AND UNDERGROUND UTILITIES IN CONSTRUCTION AREA. ANY DAMAGES TO EXISTING UTILITIES OR UNDERGROUND UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL REPAIR WORK SHALL MEET THE APPROVAL OF THE OWNER OF THE DAMAGED UTILITY. NO REIMBURSEMENT WILL BE ALLOWED FOR UTILITY/PIPE REPAIR OR REPLACEMENT.
4. EXISTING PULL BOXES AND VALVE BOXES WITHIN THE PROPOSED PAVEMENT ARE TO REMAIN AND WILL BE ADJUSTED TO BE FLUSH WITH THE PAVEMENT SURFACE. COST TO BE INCLUDED IN THE CONTRACT LUMP SUM.
5. ADDITIONAL SUBSURFACE UTILITIES MAY EXIST THAT ARE NOT SHOWN ON PLANS.

DEMOLITION NOTES:

1. ALL DEMOLISHED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR (UNLESS OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS) AND HAULED OFFSITE.
2. THE CONTRACTOR SHALL INVESTIGATE AND VERIFY THE THICKNESS OF EXISTING PAVEMENTS TO BE REMOVED, NO ADDITIONAL PAYMENT WILL BE MADE FOR PAVEMENT DEMOLITION BASED ON AN ASSUMPTION OF PAVEMENT THICKNESS.
3. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT HIS CONSTRUCTION ACTIVITIES CONFORM WITH APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY REQUIREMENTS.

CONSTRUCTION TECHNIQUES

CONCRETE AND PAVEMENT REMOVAL

1. THE CONTRACTOR SHALL SAW CUT AND REMOVE THE EXISTING PAVEMENT, WHERE INDICATED ON THE PLANS OR ON THE TYPICAL SECTIONS. AREAS OUTSIDE THE LIMITS OF THE NEW CONCRETE THAT REQUIRE REMOVAL WILL BE SPECIFICALLY CALLED FOR ON THE PLANS. PAYMENT FOR THIS ITEM SHALL BE IN S.Y. AND INCLUDE ALL COST ASSOCIATED WITH SAW CUTTING, JACK HAMMERING, REMOVAL, AND DISPOSAL.

MAINTENANCE AND CLEAN UP

1. THE CONTRACTOR SHALL KEEP THE SITE NEAT AND CLEAN AS CONSTRUCTION PROGRESSES. ALL RUBBISH, WASTE MATERIAL, AND UNNECESSARY CONSTRUCTION EQUIPMENT SHALL BE REMOVED FROM THE SITE AT THE END OF EACH DAY. WATER SHALL BE AVAILABLE AT ALL TIMES TO CONTROL DUST. CONSTRUCTION SHALL BE ACCOMPLISHED SO THAT THE PUBLIC, RESIDENTS AND BUSINESS OWNERS WILL BE INCONVENIENCED AS LITTLE AS POSSIBLE. ALL DROP OFFS, OPEN EXCAVATIONS AND UNFINISHED SIDEWALK AREAS SHALL BE BARRICADED WITH SAFETY FENCE OR AN APPROVED EQUAL.

CLEARING AND GRUBBING

1. ALL EXISTING TREES ARE TO BE PROTECTED UNLESS OTHERWISE NOTED.

LIQUIDATED DAMAGES

1. LIQUIDATED DAMAGES AS PRESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE ASSESSED FOR EACH DAY BEYOND THE SPECIFIED CONTRACT TIME THE ENTIRE PROJECT IS NOT SUBSTANTIALLY COMPLETE AND READY FOR USE BY THE OWNER. LIQUIDATED DAMAGES SHALL BE AN AMOUNT IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 8, PROSECUTION AND PROGRESS.

DEWATERING

1. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING TO MAINTAIN A SUITABLE WORKING ENVIRONMENT FOR CONSTRUCTION OF NEW DRAINAGE FACILITIES AND PAVEMENTS. NO SEPARATE PAYMENTS SHALL BE MADE FOR DEWATERING AS IT SHALL BE CONSIDERED A SUBSIDIARY OBLIGATION TO THE WORK THAT IT CORRESPONDS TO. CONTRACTOR SHALL SUBMIT A DEWATERING PLAN FOR REVIEW PRIOR TO COMMENCING DEWATERING ACTIVITIES.

EROSION CONTROL NOTES

GENERAL

1. SILT FENCING AND/OR OTHER EROSION CONTROL DEVICES WILL BE REQUIRED TO CONTROL EROSION AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN THESE MEASURES THROUGHOUT CONSTRUCTION. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR CLEARING AND GRUBBING WORK.
2. ALL DISTURBED AREAS ARE TO BE STABILIZED IN ACCORDANCE WITH THE PLANS WITHIN 7 DAYS OF THE COMPLETION OF GRADING OR OTHER NECESSARY CONSTRUCTION OPERATIONS.
3. ANY FINES, PENALTIES, OR OTHER COSTS ASSESSED BY STATE, LOCAL OR OTHER GOVERNMENTAL AGENCIES FOR NON-PERFORMANCE OF THE EROSION CONTROL REQUIREMENTS OF THIS PROJECT AGAINST THE CITY OF TREASURE ISLAND SHALL BECOME THE RESPONSIBILITY OF THE CONTRACTOR, AND ANY SUCH ASSESSMENTS, IF NOT PAID BY THE CONTRACTOR, WILL BE DEDUCTED FROM MONIES DUE AT THE COMPLETION OF THE PROJECT.

MAINTENANCE PLAN

1. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE CHECKED BY THE CONTRACTOR FOR STABILITY AND OPERATION FOLLOWING EVERY RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY.
2. SEDIMENT WILL BE REMOVED FROM THE INLET PROTECTION DEVICES WHEN STORAGE CAPACITY HAS BEEN APPROXIMATELY 50% FILLED OR AS DIRECTED BY THE ENGINEER.
3. SEDIMENT WILL BE REMOVED FROM BEHIND THE TEMPORARY SILT FENCE WHEN IT BECOMES 0.5 FT. DEEP AT THE FENCE. THE TEMPORARY SILT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.

UTILITIES CONTACTS:

CITY OF TREASURE ISLAND
DEPARTMENT OF PUBLIC WORKS
120 - 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
CONTACT: MICHAEL HELFRICH P.E.
(727) 547-4575 EXT 252

SUNSHINE STATE ONE CALL OF FLORIDA
800-432-4770

FRONTIER COMMUNICATIONS
821 1ST AVE N
ST. PETERSBURG, FL 33701
PHONE: (800) 921-8101

DUKE ENERGY
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
PHONE: (800) 700-8744

TECO PEOPLE GAS - ST PETERSBURG
1400 CHANNELSIDE DRIVE
TAMPA, FL 33605
CONTRACT: DENNIS KNAPP
PHONE: (813) 275-3726

PINELLAS COUNTY WATER AND SEWER
14 S. FORT HARRISON AVE.
6TH FLOOR
CLEARWATER, FL 33756
CONTACT: JAY PERKINS
PHONE: (727) 464-3536

SPECTRUM
700 CARILLON PARKWAY
ST. PETERSBURG, FL 33716
PHONE: (727) 329-2000

Y:\Projects\Treasure Island, Fl\186223 - 108th, 120th, & 126th Ave\CADD-dwg\120th Ave\02 - (G-002)_General Notes.dwg March 15 2023 - 16:51

CITY OF TREASURE ISLAND FLORIDA

CITY OF
TREASURE ISLAND
FLORIDA

Michael Baker
INTERNATIONAL
Michael Baker International, Inc.
4211 WEST BOY SCOUT BLVD., SUITE 500
TAMPA, FLORIDA 33607 (813) 889-3892
CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer:	MSC
Technician:	MSC
Checked by:	NEP
BAKER Project Number:	186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

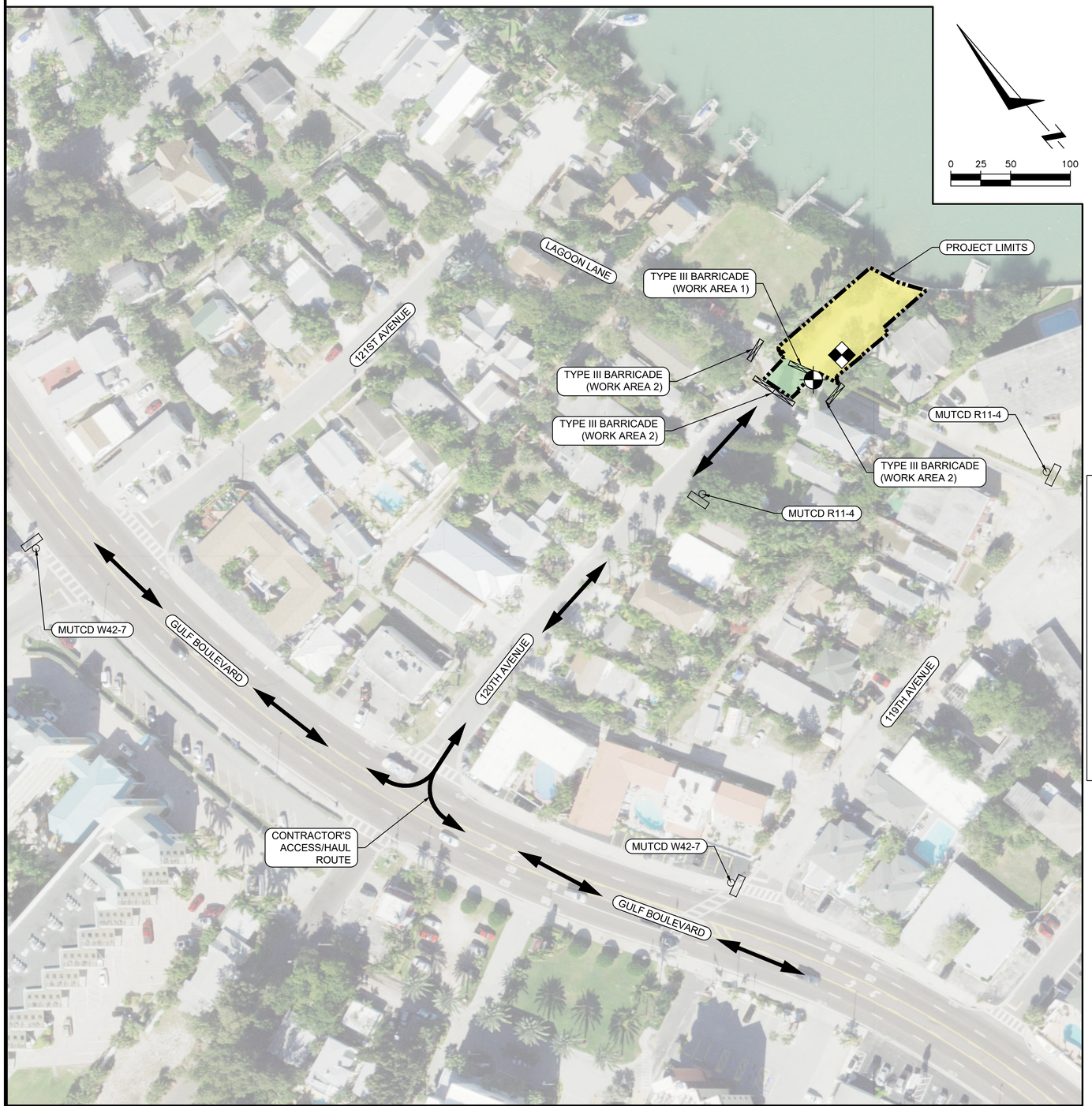
Notes:

Revision No.	Description	Date	By

Project Name:
**120TH AVE.
BEAUTIFICATION**

Drawing Name:
GENERAL NOTES

CITY OF TREASURE ISLAND PROJECT NUMBER:	N/A
Date: MARCH 2023	Issue: FINAL
Scale: AS SHOWN	Sheet Number: G-002



LEGEND

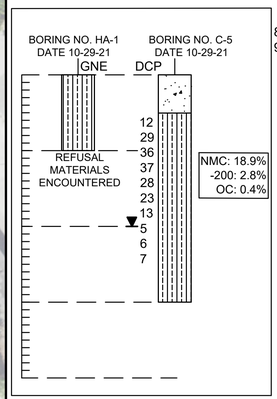
- BORING LOCATION
- HAND AUGER LOCATION
- WORK AREA 1
- WORK AREA 2
- PROJECT LIMITS
- TYPE III BARRICADE
- CONTRACTOR'S ACCESS/HAUL ROUTE
- TEMPORARY TRAFFIC CONTROL SIGNS

MAINTENANCE OF TRAFFIC NOTES

1. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE STORAGE AND SECURITY OF HIS MATERIAL AND EQUIPMENT AND MAY ERECT STORAGE FACILITIES AND FENCING AT HIS DISCRETION AT NO ADDITIONAL COST.
2. THE SIZE AND LOCATION OF STAGING AREAS AND HAUL ROUTES WILL BE APPROVED BY THE CITY OF TREASURE ISLAND PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL PROVIDE A MOT PLAN TO THE CITY OF TREASURE ISLAND FOR APPROVAL PRIOR TO CONSTRUCTION, MOT PLAN IS INCIDENTAL MAINTENANCE OF TRAFFIC.
4. CONTRACTOR SHALL PROVIDE TEMPORARY CONSTRUCTION SIGNS IN ADVANCE OF ALL WORK TO ALERT MOTORISTS OF CONSTRUCTION ACTIVITIES. FLAGMEN, BARRICADES, CONES, AND ADDITIONAL WARNING SIGNS MAY BE REQUIRED DURING DAILY OPERATIONS. CONTRACTOR SHALL ADHERE TO SECTION 102 OF THE FDOT STANDARD PLANS INDEX AND THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES AS PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION (FHWA). THE CITY RESERVES THE RIGHT TO SUSPEND CONSTRUCTION ACTIVITIES IF DEEMED UNSAFE.
5. THE EXISTING ACCESS ROADS AND HAUL ROUTES MAY NOT BE CAPABLE OF SUPPORTING CERTAIN TYPES OF CONSTRUCTION EQUIPMENT. PRIOR TO BIDDING, THE CONTRACTOR SHALL FULLY SATISFY THEMSELVES AS TO THE STABILITY OF THE EXISTING ROADWAY PAVEMENTS TO SATISFACTORILY SUSTAIN THE TYPE OF EQUIPMENT HE PLANS TO USE. CONTRACTOR SHALL SIZE THE EQUIPMENT USED FOR CONSTRUCTION ACCORDINGLY. ANY DAMAGE CAUSED BY HAULING OR ANY OTHER CONSTRUCTION ACTIVITY TO EXISTING PAVEMENT SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
6. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL BUSINESSES AND/OR RESIDENCES ADJACENT TO PROPOSED WORK SO THAT THEY CAN REMAIN OPEN AND ACCESSIBLE DURING CONSTRUCTION.
7. TO MINIMIZE DISRUPTION TO LOCAL TRAFFIC WORK HAS BEEN SPLIT INTO TWO WORK AREAS. WORK AREA 1 INCLUDES ALL WORK WHICH CAN BE COMPLETED WITHOUT REQUIRING PARTIAL CLOSURE OF LAGOON LANE. WORK AREA 2 INCLUDES ALL WORK WHICH REQUIRES PARTIAL CLOSURE OF LAGOON LANE.

SURVEY NOTES:

1. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THESE PLANS WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
2. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
4. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
5. ONLY THOSE VISIBLE FEATURES FOUND WITHIN THE LIMITS OF THE APPARENT RIGHT OF WAY OF THIS SURVEY OR IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED INTERSECTION BOUNDARY HAVE BEEN LOCATED.
6. DIMENSIONS ARE SHOWN IN UNITED STATES STANDARD SURVEY FEET AND DECIMALS THEREOF.
7. HORIZONTAL: FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE (902), NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD 83/11) RELATIVE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK (FPRN), A REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS).
8. VERTICAL: VERTICAL CONTROL IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
9. VERTICAL: ALL TOPOGRAPHIC FEATURES WERE COLLECTED CONVENTIONALLY FROM CONTROL POINTS ELEVATED FROM CLOSED LOOP BENCH RUNS USING NATIONAL GEODETIC SURVEY (NGS) POINT "PBE 147 USE" AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) POINTS "BM 15-12-E03" AND "BM 15-90-DA-25A". SAID BENCH RUNS CLOSURE ARE ACCURATE TO A STANDARD OF 0.05' TIMES THE SQUARE ROOT OF THE BENCH RUN DISTANCE IN MILES.



GEOTECH NOTES:

▼ : WATER TABLE AT TIME OF DRILLING
DCP: DCP-BLOW COUNTS
NMC: NATURAL MOISTURE CONTENT (%)
-200: FINES PASSING A NO. 200 SIEVE (%)
OC: ORGANIC CONTENT (%)
GNE: GROUND WATER NOT ENCOUNTERED

- POORLY GRADED FINE SAND WITH SILT (A-3) AND SHELL
- CONCRETE

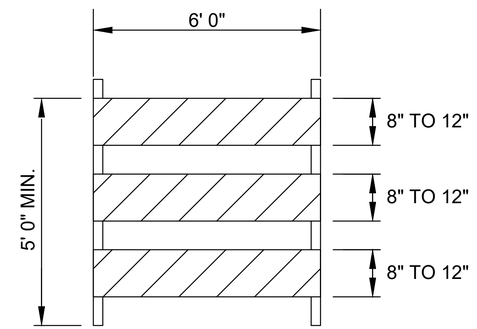


MUTCD W42-7
48" X 48"



MUTCD R11-4
60" X 30"

TEMPORARY TRAFFIC CONTROL SIGNS
N.T.S.



NOTE: BARRICADE TO CONFORM WITH FDOT INDEX 102-600 TYPE III BARRICADE.

TYPE III BARRICADE
N.T.S.

CITY OF TREASURE ISLAND FLORIDA

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CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer:	MSC
Technician:	MSC
Checked by:	NEP
BAKER Project Number:	186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

Notes:

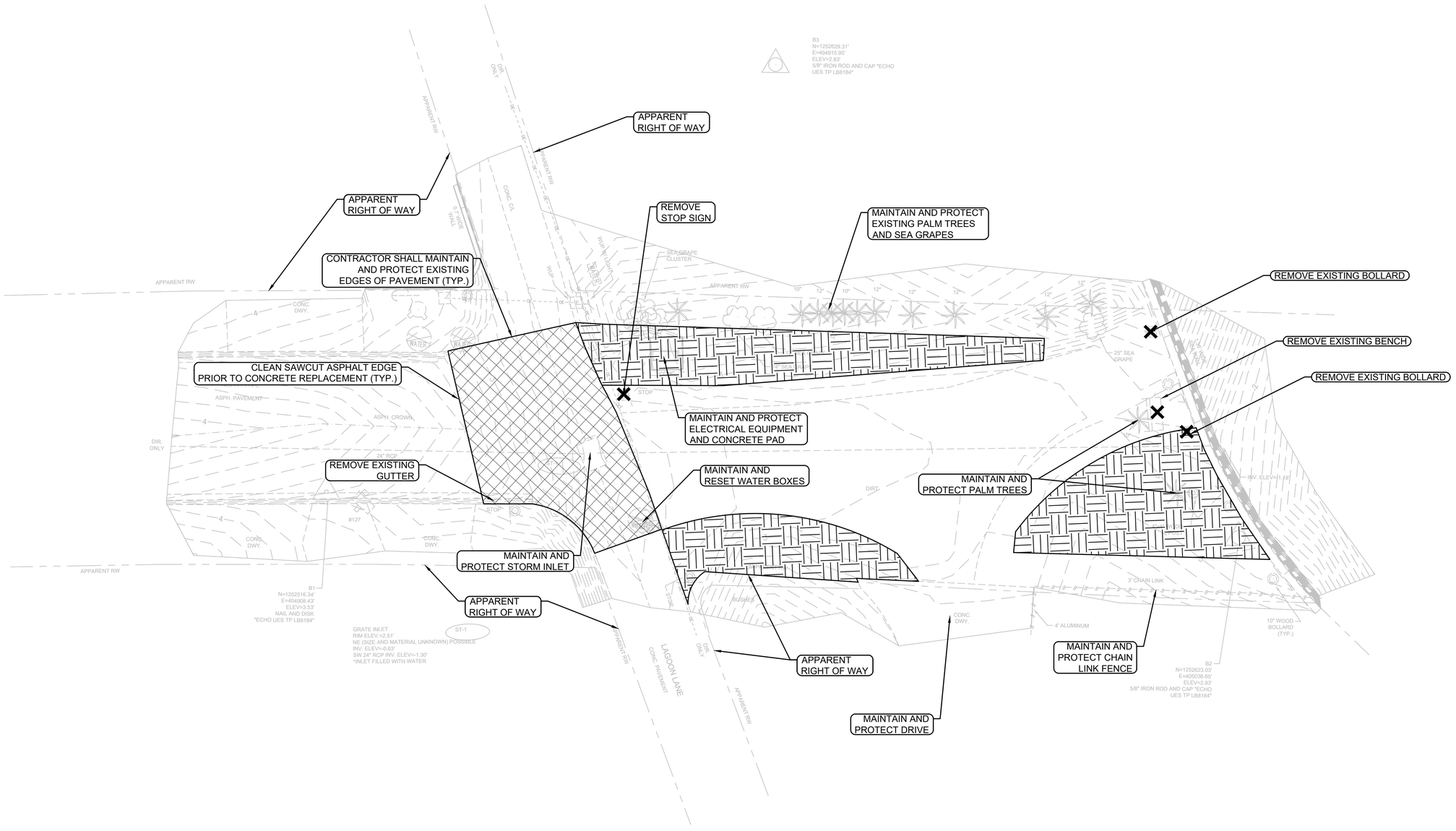
Revision No.	Description	Date	By

Project Name: **120TH AVE. BEAUTIFICATION**

Drawing Name: MAINTENANCE OF TRAFFIC & SURVEY CONTROL PLAN

CITY OF TREASURE ISLAND PROJECT NUMBER:	N/A
Date: MARCH 2023	Issue: FINAL
Scale: AS SHOWN	Sheet Number: G-003

Y:\Projects\Treasure Island, FL\186223 - 108th, 120th, & 126th Ave\CADD-dwg\120th Ave\03 - (G-003)_Maintenance of Traffic & Survey Control Plan.dwg March 15 2023 - 16:54



0 5 10 20

GRAPHIC SCALE IN FEET

LEGEND	
	REMOVE CONCRETE PAVEMENT FULL DEPTH
	TOPSOIL STRIPPING
	OBJECT TO BE REMOVED
	APPARENT R/W
	DRAINAGE INLET
	DRAINAGE PIPE
	CHAIN LINK FENCE
	FIRE HYDRANT
WATER	WATER VALVE COVER
WATER	WATER MAIN
	4"X4" WOOD POST
	10" WOOD BOLLARD
	CLUSTERED SEAGRAPE
	PALM TREE
	GUY WIRE
	STOP SIGN
	WOOD UTILITY POLE
OE	OVERHEAD ELECTRIC LINES
	TRANSFORMER BOX

CITY OF TREASURE ISLAND FLORIDA

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TAMPA, FLORIDA 33607 (813) 889-3892
CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: MSC
Technician: MSC
Checked by: NEP
BAKER Project Number: 186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

Notes:

Revision No.	Description	Date	By

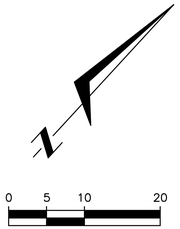
Project Name: **120TH AVE. BEAUTIFICATION**

Drawing Name: EXISTING CONDITIONS & DEMOLITION PLAN

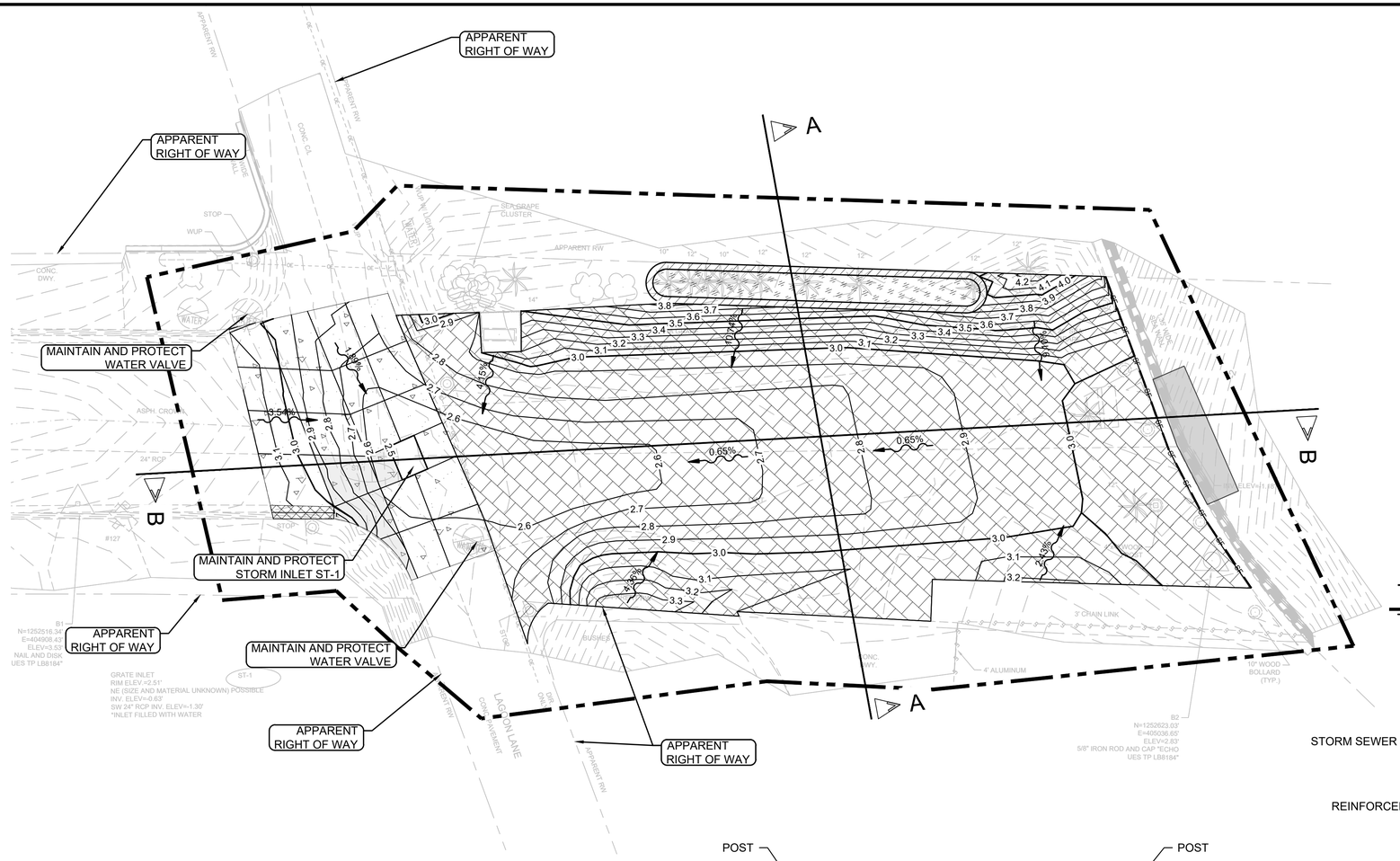
CITY OF TREASURE ISLAND PROJECT NUMBER: N/A

Date: MARCH 2023
Issue: FINAL
Scale: AS SHOWN
Sheet Number: C-101

Y:\Projects\Treasure Island, FL\186223 - 108th, 120th, & 126th Ave\CADD-dwg\120th Ave\04 - (C-101)_Existing Conditions & Demolition Plan.dwg March 16 2023 - 14:53

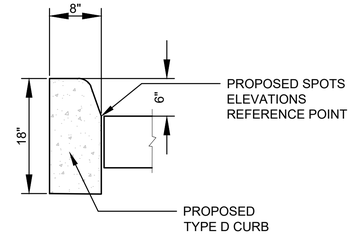


LEGEND	
	PROPOSED TYPE D CURB, FDOT INDEX 520-020
	PROPOSED LANDSCAPING
	PROPOSED TURF BLOCK
	EXIST. PAVEMENT TO BE REMOVED AND REPLACED
	PROPOSED GUTTER TO BE REMOVED AND REPLACED
	UNKNOWN TREE
	OAK TREE
	PALM TREE
	EXISTING ELECTRICAL POLE
SF	EXISTING PVC FENCE
	APPARENT RIGHT OF WAY
	PROJECT LIMITS
SF	TEMPORARY SILT FENCE
XX	PROPOSED MAJOR CONTOUR
XX	PROPOSED MINOR CONTOUR
	PROPOSED SURFACE DRAINAGE FLOW ARROW



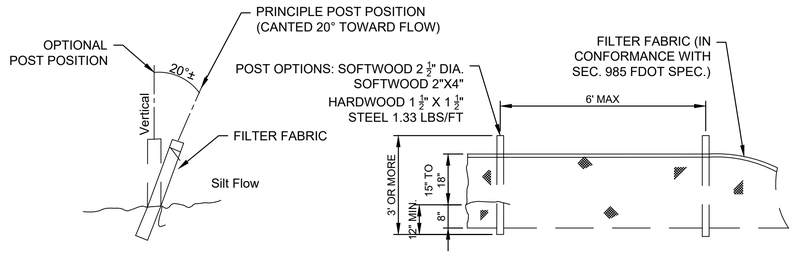
NOTES:

1. ALL ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
2. REFER TO SHEET C-301 FOR STAKING AND ELEVATIONS.
3. INSTALL TEMPORARY INLET PROTECTION ON EXISTING STORM SEWER INLET.

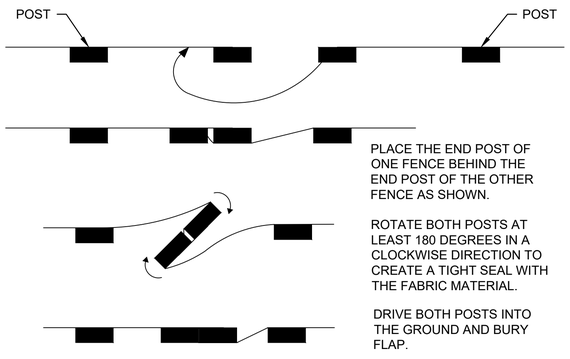


TYPE D CURB (FDOT INDEX 520-001)

N.T.S.



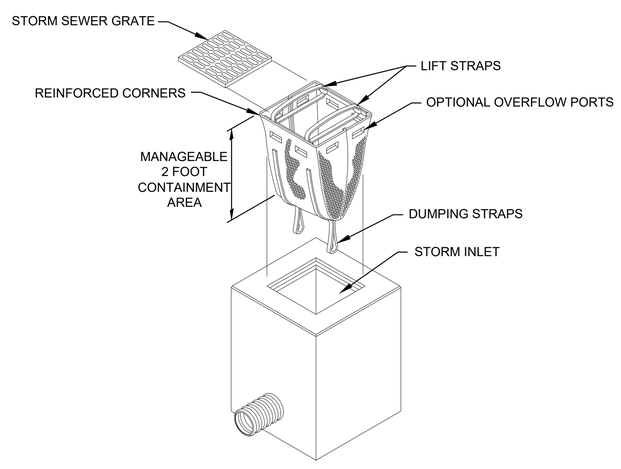
SECTION ELEVATION



JOINING TWO SILT FENCES

TEMPORARY SILT FENCE

N.T.S.



1. TEMPORARY INLET PROTECTION SHALL BE DANDY SACK BY DANDY PRODUCTS OR APPROVED EQUIVALENT.
2. FILTER SACK SHALL BE CLEANED AFTER ALL RAINFALL EVENTS & INSPECTED REGULARLY.

TEMPORARY INLET PROTECTION

N.T.S.

Y:\Projects\Treasure Island, FL\186223 – 108th, 120th, & 126th Ave\CADD-dwg\120th Ave\05 – (C-201)_GRADING & DRAINAGE PLAN.dwg March 15 2023 – 16:59

CITY OF TREASURE ISLAND FLORIDA

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CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: MSC
Technician: MSC
Checked by: NEP
BAKER Project Number: 186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

Notes:

Revision No.	Description	Date	By

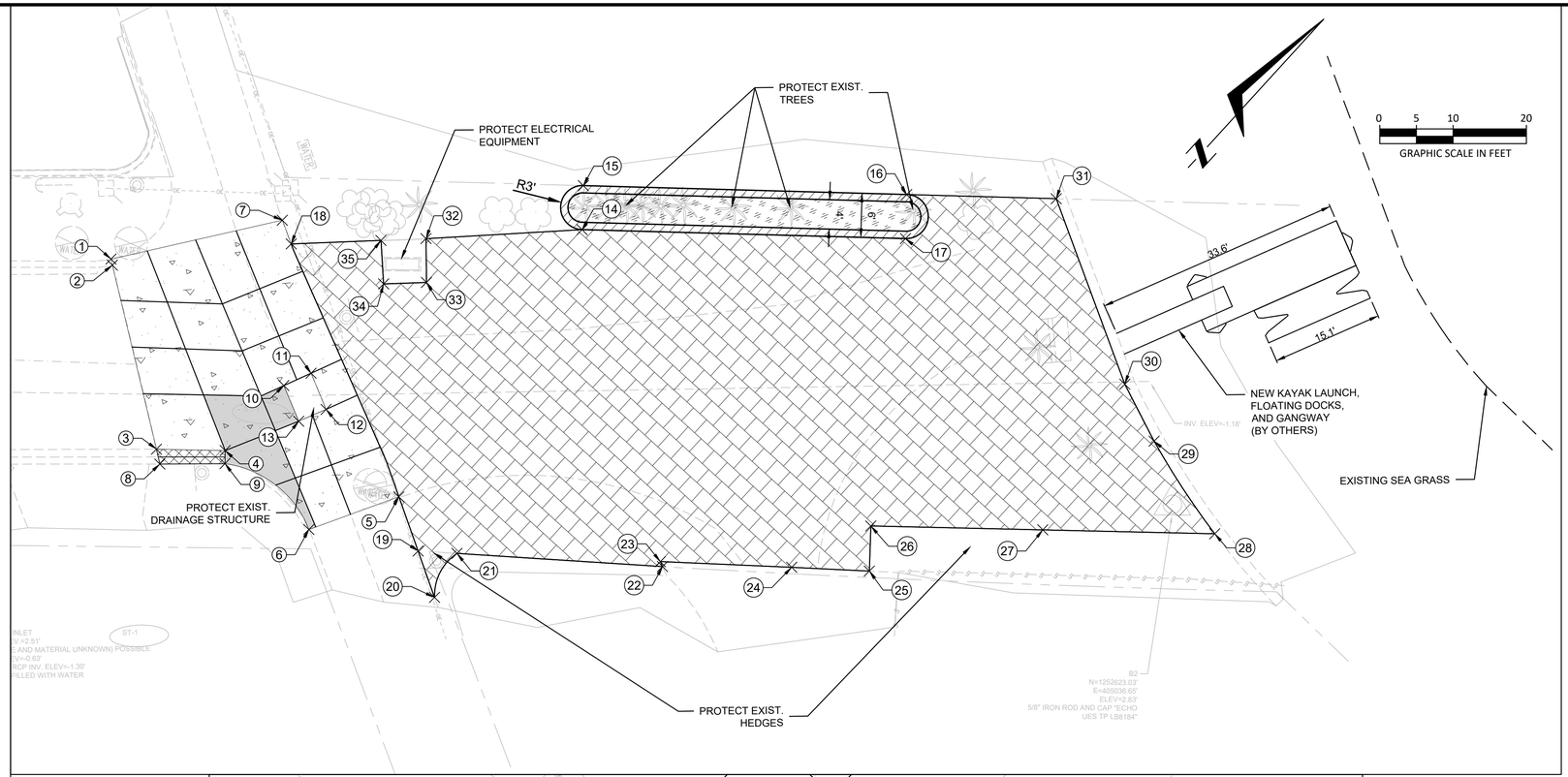
Project Name: **120TH AVE. BEAUTIFICATION**

Drawing Name: GRADING & DRAINAGE PLAN

CITY OF TREASURE ISLAND PROJECT NUMBER: N/A
Date: MARCH 2023
Issue: FINAL
Scale: AS SHOWN
Sheet Number: C-201

PAVT GEOMETRY POINT TABLE

POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
1	3.25	1252550.30	404907.34	CONCRETE EOP
2	3.05	1252549.82	404908.03	CONCRETE EOP
3	3.14	1252535.35	404929.37	CONCRETE EOP
4	3.00	1252541.52	404936.41	CONCRETE EOP
5	2.63	1252552.81	404958.12	CONCRETE EOP
6	2.67	1252541.26	404952.08	CONCRETE EOP
7	2.73	1252569.94	404921.01	CONCRETE EOP
8	3.05	1252534.17	404931.07	GUTTER EOP
9	3.26	1252540.18	404937.59	GUTTER EOP
10	2.50	1252553.44	404936.35	DRAINAGE STRUCTURE
11	2.50	1252557.18	404937.95	DRAINAGE STRUCTURE
12	2.50	1252554.92	404942.77	DRAINAGE STRUCTURE
13	2.50	1252551.21	404941.12	DRAINAGE STRUCTURE
14	3.84	1252596.51	404952.03	CURB ISLAND
15	3.45	1252601.05	404948.11	CURB ISLAND
16	4.33	1252629.84	404981.47	CURB ISLAND
17	3.77	1252625.29	404985.39	CURB ISLAND
18	2.74	1252568.37	404924.08	TURF BLOCK
19	2.70	1252549.12	404965.03	TURF BLOCK
20	2.76	1252545.96	404970.95	TURF BLOCK
21	2.75	1252552.44	404969.17	TURF BLOCK
22	3.11	1252569.99	404991.06	TURF BLOCK
23	3.10	1252570.28	404990.38	TURF BLOCK
24	3.05	1252581.78	405004.12	TURF BLOCK
25	3.08	1252588.52	405012.28	TURF BLOCK
26	3.03	1252593.19	405008.29	TURF BLOCK
27	3.17	1252608.58	405025.95	TURF BLOCK
28	2.96	1252623.98	405043.60	TURF BLOCK
29	2.96	1252627.73	405028.99	TURF BLOCK
30	2.97	1252630.77	405020.83	TURF BLOCK
31	3.63	1252643.14	404996.89	TURF BLOCK
32	3.50	1252581.28	404937.15	TURF BLOCK
33	3.20	1252576.91	404941.23	TURF BLOCK
34	3.00	1252572.83	404937.05	TURF BLOCK
35	2.90	1252576.96	404932.79	TURF BLOCK



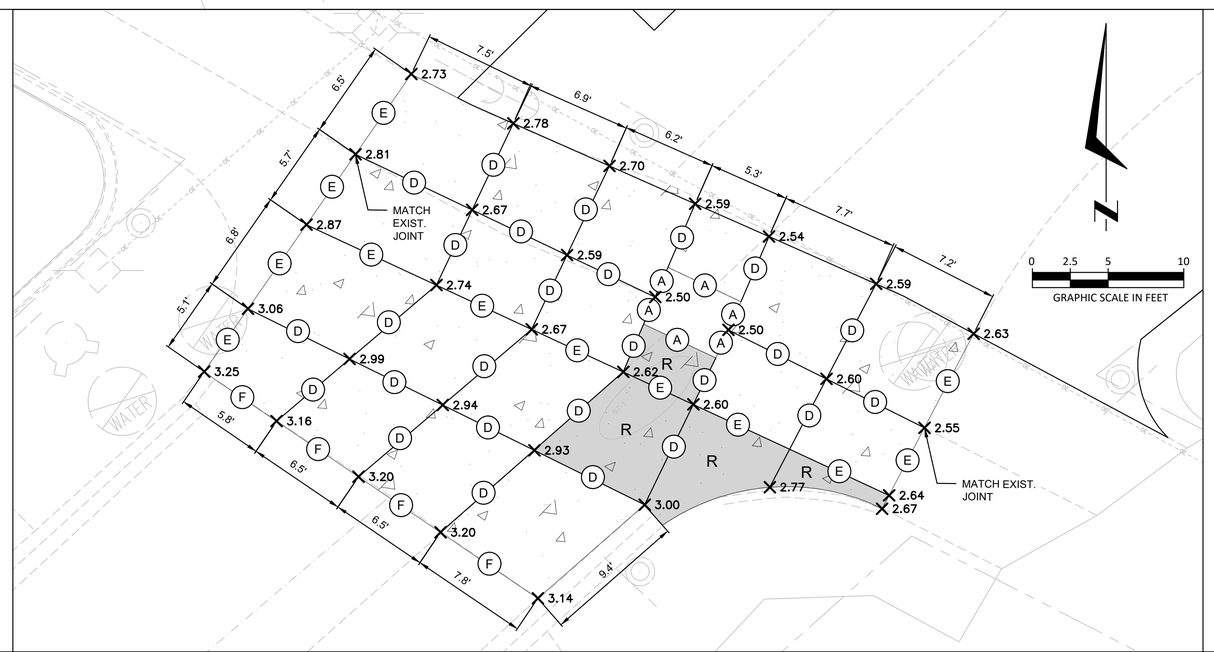
STAKING & PAVING PLAN NOTES:

1. CURB ISLAND ELEVATIONS ARE IN REFERENCE TO THE SURFACE OF THE PROPOSED TURF-BLOCK OR EXISTING SURFACE. THE TOP OF FDOT TYPE D CURB RISES 6" ABOVE THE ELEVATIONS SHOWN (TYPICAL).
2. ALL ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
3. REFER TO SHEET C-201 FOR GRADING AND DRAINAGE PLAN. REFER TO SHEET C-351 FOR JOINT DETAILS.

JOINT PLAN NOTES:

1. TYPE B JOINTS MAY BE DOWELED CONTRACTION OR CONSTRUCTION JOINTS, TO BE DECIDED BY THE CONTRACTOR.
2. TIE NEW CONCRETE GRADES FLUSH TO EXISTING DRAINAGE INLET, STORM SEWER MANHOLE AND EXISTING PAVEMENT GRADES AROUND THE PERIMETER OF NEW CONCRETE.

LEGEND	
C	PROPOSED TYPE D CURB, FDOT INDEX 520-001
	PROPOSED LANDSCAPING & 4" SHELL MATERIAL
	PROPOSED TURF BLOCK
	EXIST. PAVEMENT TO BE REMOVED AND REPLACED, SEE DETAIL 1, SHEET C-351
	PROPOSED GUTTER TO BE REMOVED AND REPLACED



LEGEND	
A	TYPE A - THICKENED EDGE ISOLATION JOINT
D	TYPE D - DUMMY CONTRACTION JOINT
E	TYPE E - DOWELED CONSTRUCTION JOINT
F	TYPE F - ASPHALT TO CONCRETE PAVEMENT
R	REINFORCED CONCRETE
21.03	FINISHED GRADE ELEVATION

CITY OF TREASURE ISLAND FLORIDA

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CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: MSC
Technician: MSC
Checked by: NEP
BAKER Project Number: 186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

Notes:

Revision No.	Description	Date	By

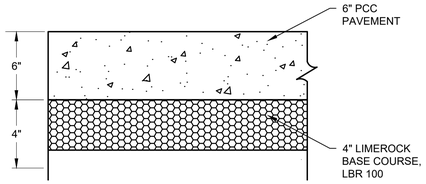
Project Name: **120TH AVE. BEAUTIFICATION**

Drawing Name: STAKING & PAVING PLAN

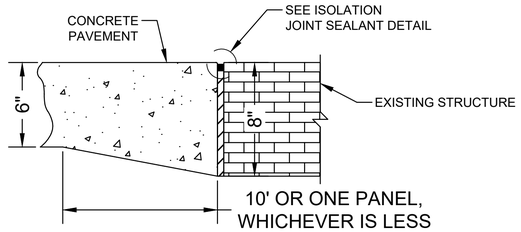
CITY OF TREASURE ISLAND PROJECT NUMBER: N/A

Date: MARCH 2023
Issue: FINAL
Scale: AS SHOWN
Sheet Number: C-301

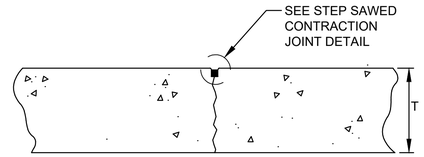
Y:\Projects\Treasure Island, FL\186223 - 108th, 120th, & 126th Ave\CADD-dwg\120th Ave\06 - (C-301)_STAKING & PAVING PLAN.dwg March 17 2023 - 17:19



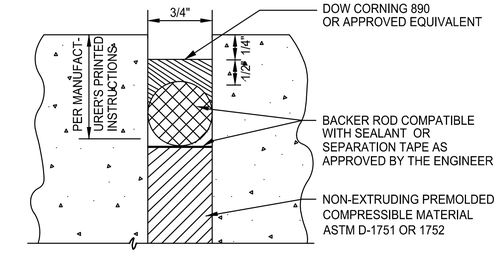
1 CONCRETE SECTION
C-251
SCALE: NTS



THICKENED EDGE ISOLATION JOINT (TYPE A)
N.T.S.

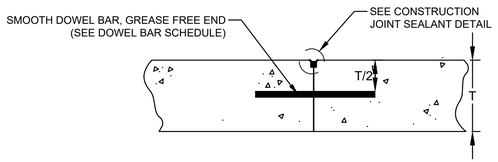


DUMMY CONTRACTION JOINT (TYPE D)
N.T.S.

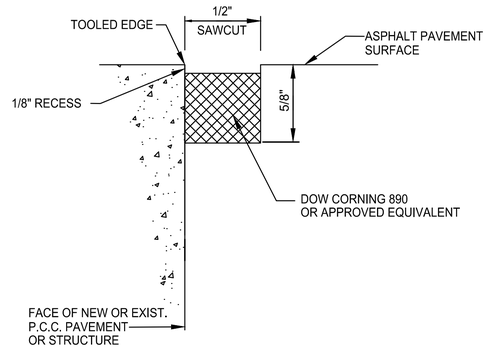


NOTE:
ALL SEALANT MATERIALS MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS AS APPROVED BY ENGINEER.

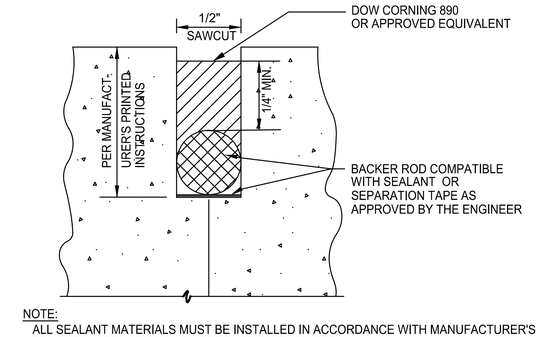
ISOLATION JOINT SEALANT
N.T.S.



DOWELED CONSTRUCTION JOINT (TYPE E)
N.T.S.



CONSTRUCTION JOINT P.C.C/ASPHALT JUNCTURE (TYPE F)
N.T.S.

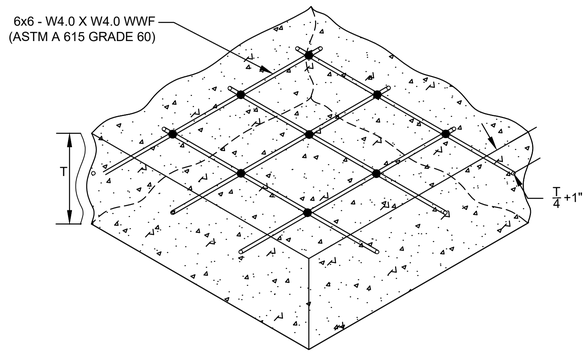


NOTE:
ALL SEALANT MATERIALS MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS AS APPROVED BY ENGINEER.

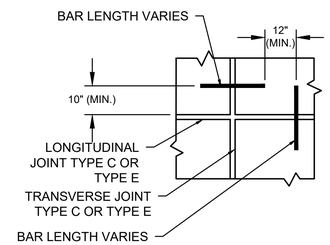
CONSTRUCTION JOINT SEALANT
N.T.S.

TIE BAR SCHEDULE			
THICKNESS OF SLAB (T)	DIAMETER (D)	LENGTH	SPACING
>6 in.	5/8 in.	30 in.	30 in.

DOWEL BAR SCHEDULE			
THICKNESS OF SLAB (T)	DIAMETER (D)	LENGTH	SPACING
7.5 to 12 in.	1 in.	18 in.	12 in.
12.5 to 16 in.	1-1/4 in.	20 in.	15 in.



SLAB REINFORCEMENT DETAIL
N.T.S.



POSITIONS OF DOWELS AT EDGE OF JOINT DETAIL
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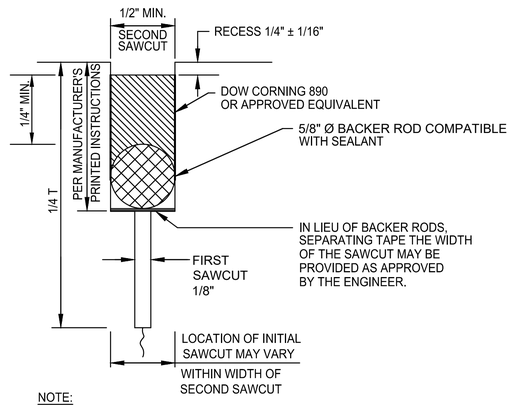

NOTE:
ALL SEALANT MATERIALS MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS AS APPROVED BY ENGINEER.

STEP SAWED CONTRACTION JOINT
N.T.S.

CITY OF TREASURE ISLAND FLORIDA

Michael Baker INTERNATIONAL
Michael Baker International, Inc.
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TAMPA, FLORIDA 33607 (813) 889-3892
CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: MSC
Technician: MSC
Checked by: NEP
BAKER Project Number: 186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

Notes:

Revision No.	Description	Date	By

Project Name: **120TH AVE. BEAUTIFICATION**

Drawing Name: PAVEMENT SECTIONS & JOINT DETAILS

CITY OF TREASURE ISLAND PROJECT NUMBER: N/A
Date: MARCH 2023
Issue: FINAL
Scale: AS SHOWN
Sheet Number: C-351

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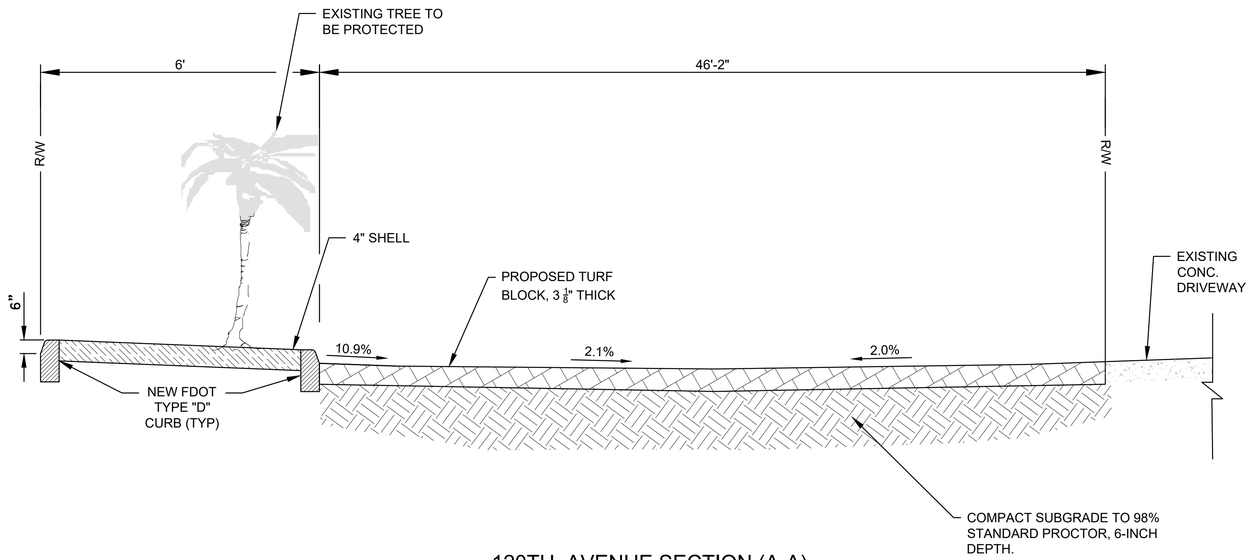

120TH AVENUE SECTION (A-A)

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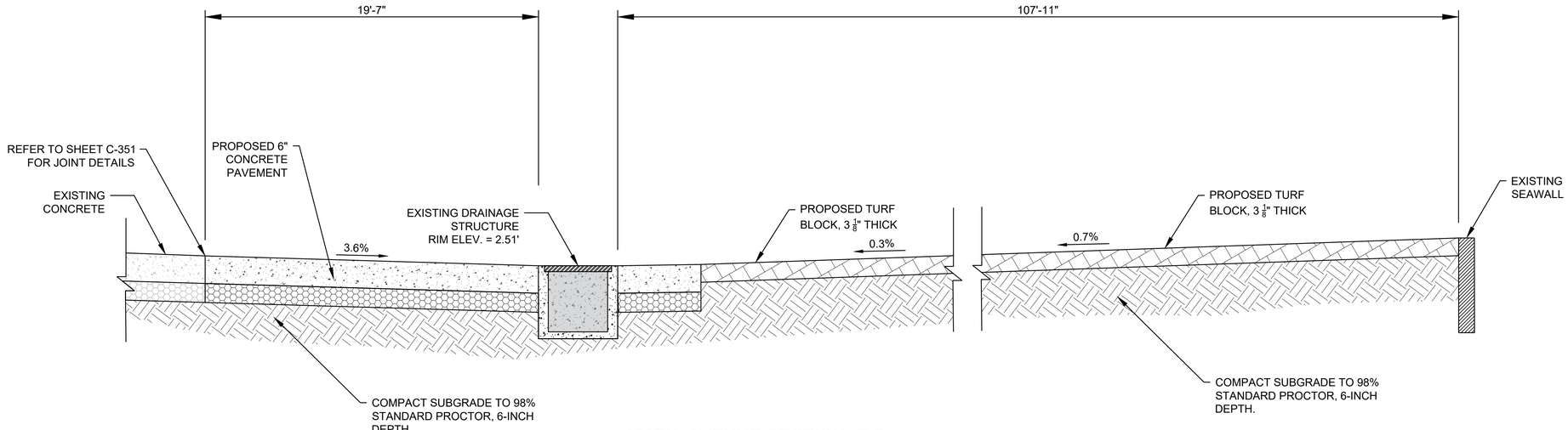

120TH AVENUE SECTION (B-B)

N.T.S.

CITY OF TREASURE ISLAND FLORIDA

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CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: MSC
Technician: MSC
Checked by: NEP
BAKER Project Number: 186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

Notes:

Revision No.	Description	Date	By

Project Name: **120TH AVE. BEAUTIFICATION**

Drawing Name: TYPICAL SECTIONS

CITY OF TREASURE ISLAND PROJECT NUMBER: N/A

Date: MARCH 2023

Issue: FINAL

Scale: AS SHOWN

Sheet Number: C-371

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CITY OF TREASURE ISLAND, FLORIDA

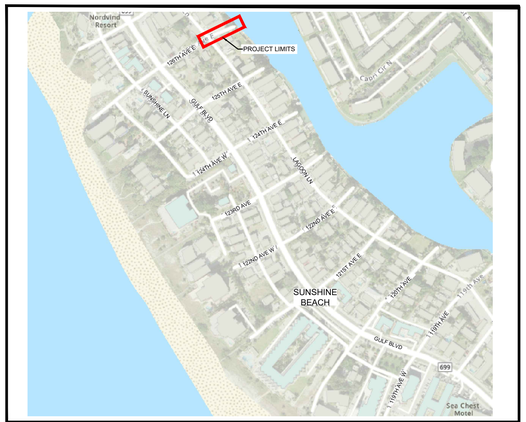
FINAL PLANS

FOR

126TH AVENUE BEAUTIFICATION

TITLE	DRAWING No.
GENERAL SHEETS	
COVER SHEET	G-001
GENERAL NOTES	G-002
MAINTENANCE OF TRAFFIC & SURVEY CONTROL PLAN	G-003
CIVIL SHEETS	
EXISTING CONDITIONS & DEMOLITION PLAN	C-101
GRADING & DRAINAGE PLAN	C-201
STAKING & PAVING PLAN	C-301
PAVEMENT SECTION & JOINT DETAILS	C-351
TYPICAL SECTIONS	C-371
TYPICAL SECTIONS	C-372





Vicinity Map

TREASURE ISLAND, Florida

FINAL PLANS

MARCH 2023

REVISIONS			
No.	Description	Date	By

ENGINEER OF RECORD: NATHAN PARISH

FLORIDA P.E. NO. 68317

PREPARED BY:

Michael Baker INTERNATIONAL

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(813) 889-3892, (813) 889-3893 FAX
FLORIDA CORPORATE LICENSE NO. 28861

NATHAN PARISH
STATE OF FLORIDA, PROFESSIONAL ENGINEER
LICENSE NO. 68317

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY: NATHAN PARISH ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NATHAN PARISH
FLORIDA P.E. #68317

DATE:

GENERAL NOTES

1. CONSTRUCTION STAKE-OUT MAY BE PERFORMED BY CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL MEASUREMENTS THAT MAY BE REQUIRED TO LAYOUT THE CONSTRUCTION. THE COST OF STAKING WILL BE PAID FOR UNDER ITEM 105-1 CONSTRUCTION STAKING & SURVEY.
2. ALL AREAS OUTSIDE THE LIMITS OF CONSTRUCTION WHICH ARE DISTURBED BY THE CONTRACTOR SHALL BE RESTORED TO THEIR ORIGINAL CONDITION UPON COMPLETION OF THE PROJECT. IN ADDITION, ALL EXISTING ROADS THAT WILL BE USED AS THE CONTRACTOR'S HAUL ROUTE SHALL BE MAINTAINED DURING CONSTRUCTION AND RESTORED TO THEIR PRE-CONSTRUCTION CONDITION. THE CITY OF TREASURE ISLAND SHALL DESIGNATE AREAS TO BE USED BY THE CONTRACTOR FOR THE PARKING OF CONSTRUCTION EQUIPMENT AND VEHICLES WHEN NOT ENGAGED IN THE CONSTRUCTION DURING NON- WORKING DAYS AND NIGHTS AS WELL AS AREAS FOR CONTRACTOR'S EMPLOYEES AUTO PARKING. ANY COSTS RELATED TO THIS EFFORT SHALL BE PAID FOR UNDER ITEM 101-1 MOBILIZATION, GENERAL CONDITIONS AND BONDS.
3. CONTRACTOR SHALL VISIT THE SITE TO DETERMINE EXISTING CONDITIONS PRIOR TO SUBMITTING BID. THE CONTRACTOR SHALL REPORT TO THE CITY OF TREASURE ISLAND MANAGER ANY VARIATIONS FROM THE INFORMATION SHOWN ON THE CONSTRUCTION PLANS PRIOR TO SUBMITTING A BID.
4. THE CONTRACTOR SHALL OBTAIN A ZERO COST PERMIT FROM THE CITY OF TREASURE ISLAND PRIOR TO COMMENCEMENTS OF THE WORK.
5. APPROVED CUTS IN PAVEMENT OR CONCRETE SHALL BE MADE USING A PAVEMENT SAW, IN A MANNER APPROVED BY THE ENGINEER. SAW CUTTING SHALL BE INCLUDED IN THE COST OF THE PAVEMENT REMOVAL PAY ITEMS.
6. EXISTING EASEMENTS TO OTHER PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
7. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE CLEANUP AND DISPOSAL OF ALL TRASH AND DEBRIS CREATED BY HIS WORK OR PERSONNEL. NO BURNING IS ALLOWED ON SITE. ALL TRASH AND DEBRIS MUST BE LEGALLY DISPOSED OF OFF SITE.
8. IF REQUIRED STREET SIGNS, STREET MARKERS, AND R-O-W MARKERS SHALL BE REMOVED AND REPLACED/RELOCATED AS DIRECTED BY THE ENGINEER. NO SEPARATE PAYMENT SHALL BE MADE FOR THESE ACTIVITIES. ANY LOST OR DAMAGED SIGNS OR MARKERS SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE CITY.
9. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL ENVIRONMENTAL RULES AND REGULATIONS OF THE CITY, COUNTY, STATE, ARMY CORPS OF ENGINEERS, AND ANY OTHER JURISDICTIONAL AGENCIES, AND ALL CONDITIONS SET FORTH IN ENVIRONMENTAL PERMITS.
10. ANY PUBLIC LAND CORNER OR BENCH MARK WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE CITY OF TREASURE ISLAND, WITHOUT DELAY, BY TELEPHONE.
11. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT.
12. ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ADMINISTRATOR, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE PROJECT ADMINISTRATOR IS TO NOTIFY THE DEPARTMENT'S CONTAMINATION IMPACT COORDINATOR (DCIC) OF THE DISCOVERY. THE DCIC WILL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE PROJECT ADMINISTRATOR. THE DCIC WILL ADVISE THE PROJECT ADMINISTRATOR.
13. EROSION CONTROL ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE PLANS OR AS DIRECTED BY THE PROJECT ADMINISTRATOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
14. CONTRACTOR SHALL NOTIFY THE CITY AND ENGINEER A MINIMUM OF 14 DAYS IN ADVANCE OF PERFORMING ANY LANE CLOSURES AND SIDEWALK CONSTRUCTION.
15. CONTRACTOR SHALL ACCEPT THE RESPONSIBILITY THAT ALL WORK FOR THE PROJECT SHALL BE DONE WITHIN THE CITY OF TREASURE ISLAND OWNED PROPERTY. CONTRACTOR SHALL VERIFY THE CITY OF TREASURE ISLAND OWNED PROPERTY WITH THE CITY OF PUBLIC WORKS DEPARTMENT. NO WORK SHALL BE DONE OUTSIDE OF THE CITY OF TREASURE ISLAND OWNERSHIP. CONTRACTOR IS REQUIRED TO SURVEY ALL EXISTING CITY OF TREASURE ISLAND RIGHT-OF-WAY ADJACENT TO THE PROJECT LIMITS PRIOR TO CONSTRUCTION TO VERIFY THAT ALL PROPOSED WORK IS WITHIN CITY OF TREASURE ISLAND OWNERSHIP. CONTRACTOR SHALL NOTIFY CITY OF TREASURE ISLAND DEPARTMENT OF PUBLIC WORKS IF WORK IS PROPOSED OUTSIDE OF CITY OF TREASURE ISLAND OWNERSHIP.
16. CONTRACTOR TO MAINTAIN ALL EXISTING DRAINAGE PATTERNS IN THE POST DEVELOPMENT CONDITIONS.
17. THE CONTRACTOR SHALL ADHERE TO THE STANDARDS OF SECTION 120 EXCAVATION AND EMBANKMENT OF THE FDOT STANDARD SPECIFICATIONS, FOR SOIL COMPACTION REQUIREMENTS BELOW PROPOSED CONCRETE OR ASPHALT PAVED SURFACES.
18. PAYMENT WILL BE BASED ON MEASURED IN PLACE QUANTITIES.
19. AFTER THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH CERTIFIED REPRODUCIBLE AS-BUILT PLANS, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER OR SURVEYOR REGISTERED IN THE STATE OF FLORIDA, AND AN ELECTRONIC COPY IN AUTOCAD FORMAT, PRIOR TO FINAL ACCEPTANCE.
20. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETING ALL CLOSEOUT DOCUMENTATION REQUIRED BY THE CITY OF TREASURE ISLAND AND ANY OTHER APPLICABLE AGENCIES.
21. ALL CONCRETE SHALL BE A MINIMUM OF 3,000 PSI.
22. WORKING HOURS SHALL BE COORDINATED WITH THE CITY. TYPICAL WORK HOURS WILL BE MONDAY THROUGH FRIDAY, 7:30 AM TO 5:00 PM.

UTILITY NOTES

1. IF REQUIRED, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND PROVIDING ALL PERMANENT AND TEMPORARY UTILITY CONNECTIONS TO THE STAGING AREA.
2. PRIOR TO DIGGING ANY TRENCHES, CONTRACTOR SHALL NOTIFY ALL UTILITIES (ELECTRIC, GAS, TELEPHONE, WATER, SEWER) AND OBTAIN LOCATIONS OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA, BY EITHER 811 OR 800-432-4770, AND UTILITY OWNERS LISTED BELOW IN TWO BUSINESS DAYS (OR 10 DAYS IF DIGGING UNDER WATER) IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND IDENTIFICATION OF ALL EXISTING UTILITIES AND UNDERGROUND UTILITIES IN CONSTRUCTION AREA. ANY DAMAGES TO EXISTING UTILITIES OR UNDERGROUND UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL REPAIR WORK SHALL MEET THE APPROVAL OF THE OWNER OF THE DAMAGED UTILITY. NO REIMBURSEMENT WILL BE ALLOWED FOR UTILITY/PIPE REPAIR OR REPLACEMENT.
4. EXISTING PULL BOXES AND VALVE BOXES WITHIN THE PROPOSED PAVEMENT ARE TO REMAIN AND WILL BE ADJUSTED TO BE FLUSH WITH THE PAVEMENT SURFACE. COST TO BE INCLUDED IN THE CONTRACT LUMP SUM.
5. ADDITIONAL SUBSURFACE UTILITIES MAY EXIST THAT ARE NOT SHOWN ON PLANS.

DEMOLITION NOTES:

1. ALL DEMOLISHED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR (UNLESS OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS) AND HAULED OFFSITE.
2. THE CONTRACTOR SHALL INVESTIGATE AND VERIFY THE THICKNESS OF EXISTING PAVEMENTS TO BE REMOVED, NO ADDITIONAL PAYMENT WILL BE MADE FOR PAVEMENT DEMOLITION BASED ON AN ASSUMPTION OF PAVEMENT THICKNESS.
3. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT HIS CONSTRUCTION ACTIVITIES CONFORM WITH APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY REQUIREMENTS.

CONSTRUCTION TECHNIQUES

CONCRETE JOINTS/REPLACEMENT

1. CONTRACTOR SHALL PROVIDE A NEAT SAW CUT IN AREAS WHERE NEW CONCRETE OR CURB MEETS EXISTING, AND MATCH EXISTING GRADE.

CONCRETE AND PAVEMENT REMOVAL

1. THE CONTRACTOR SHALL SAW CUT AND REMOVE THE EXISTING PAVEMENT, WHERE INDICATED ON THE PLANS OR ON THE TYPICAL SECTIONS. AREAS OUTSIDE THE LIMITS OF THE NEW CONCRETE THAT REQUIRE REMOVAL WILL BE SPECIFICALLY CALLED FOR ON THE PLANS. PAYMENT FOR THIS ITEM SHALL BE IN S.Y. AND INCLUDE ALL COST ASSOCIATED WITH SAW CUTTING, JACK HAMMERING, REMOVAL, AND DISPOSAL.

MAINTENANCE AND CLEAN UP

1. THE CONTRACTOR SHALL KEEP THE SITE NEAT AND CLEAN AS CONSTRUCTION PROGRESSES. ALL RUBBISH, WASTE MATERIAL, AND UNNECESSARY CONSTRUCTION EQUIPMENT SHALL BE REMOVED FROM THE SITE AT THE END OF EACH DAY. WATER SHALL BE AVAILABLE AT ALL TIMES TO CONTROL DUST. CONSTRUCTION SHALL BE ACCOMPLISHED SO THAT THE PUBLIC, RESIDENTS AND BUSINESS OWNERS WILL BE INCONVENIENCED AS LITTLE AS POSSIBLE. ALL DROP OFFS, OPEN EXCAVATIONS AND UNFINISHED SIDEWALK AREAS SHALL BE BARRICADED WITH SAFETY FENCE OR AN APPROVED EQUAL.

CLEARING AND GRUBBING

1. ALL EXISTING TREES ARE TO BE PROTECTED UNLESS OTHERWISE NOTED.

LIQUIDATED DAMAGES

1. LIQUIDATED DAMAGES AS PRESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE ASSESSED FOR EACH DAY BEYOND THE SPECIFIED CONTRACT TIME THE ENTIRE PROJECT IS NOT SUBSTANTIALLY COMPLETE AND READY FOR USE BY THE OWNER. LIQUIDATED DAMAGES SHALL BE AN AMOUNT IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 8, PROSECUTION AND PROGRESS.

DEWATERING

1. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING TO MAINTAIN A SUITABLE WORKING ENVIRONMENT FOR CONSTRUCTION OF NEW DRAINAGE FACILITIES AND PAVEMENTS. NO SEPERATE PAYMENTS SHALL BE MADE FOR DEWATERING AS IT SHALL BE CONSIDERED A SUBSIDIARY OBLIGATION TO THE WORK THAT IT CORRESPONDS TO. CONTRACTOR SHALL SUBMIT A DEWATERING PLAN FOR REVIEW PRIOR TO COMMENCING DEWATERING ACTIVITIES.

EROSION CONTROL NOTES

GENERAL

1. SILT FENCING AND/OR OTHER EROSION CONTROL DEVICES WILL BE REQUIRED TO CONTROL EROSION AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN THESE MEASURES THROUGHOUT CONSTRUCTION. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR CLEARING AND GRUBBING WORK.
2. ALL DISTURBED AREAS ARE TO BE STABILIZED IN ACCORDANCE WITH THE PLANS WITHIN 7 DAYS OF THE COMPLETION OF GRADING OR OTHER NECESSARY CONSTRUCTION OPERATIONS.
3. ANY FINES, PENALTIES, OR OTHER COSTS ASSESSED BY STATE, LOCAL OR OTHER GOVERNMENTAL AGENCIES FOR NON-PERFORMANCE OF THE EROSION CONTROL REQUIREMENTS OF THIS PROJECT AGAINST THE CITY OF TREASURE ISLAND SHALL BECOME THE RESPONSIBILITY OF THE CONTRACTOR, AND ANY SUCH ASSESSMENTS, IF NOT PAID BY THE CONTRACTOR, WILL BE DEDUCTED FROM MONIES DUE AT THE COMPLETION OF THE PROJECT.

MAINTENANCE PLAN

1. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE CHECKED BY THE CONTRACTOR FOR STABILITY AND OPERATION FOLLOWING EVERY RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY.
2. SEDIMENT WILL BE REMOVED FROM THE INLET PROTECTION DEVICES WHEN STORAGE CAPACITY HAS BEEN APPROXIMATELY 50% FILLED OR AS DIRECTED BY THE ENGINEER.
3. SEDIMENT WILL BE REMOVED FROM BEHIND THE TEMPORARY SILT FENCE WHEN IT BECOMES 0.5 FT. DEEP AT THE FENCE. THE TEMPORARY SILT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.

UTILITIES CONTACTS:

CITY OF TREASURE ISLAND
DEPARTMENT OF PUBLIC WORKS
120 - 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
CONTACT: MICHAEL HELFRICH P.E.
(727) 547-4575 EXT 252

SUNSHINE STATE ONE CALL OF FLORIDA
800-432-4770

FRONTIER COMMUNICATIONS
821 1ST AVE N
ST. PETERSBURG, FL 33701
PHONE: (800) 921-8101

DUKE ENERGY
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
PHONE: (800) 700-8744

TECO PEOPLE GAS - ST PETERSBURG
1400 CHANNELSIDE DRIVE
TAMPA, FL 33605
CONTRACT: DENNIS KNAPP
PHONE: (813) 275-3726

PINELLAS COUNTY WATER AND SEWER
14 S. FORT HARRISON AVE.
6TH FLOOR
CLEARWATER, FL 33756
CONTACT: JAY PERKINS
PHONE: (727) 464-3536

SPECTRUM
700 CARILLON PARKWAY
ST. PETERSBURG, FL 33716
PHONE: (727) 329-2000

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CITY OF TREASURE ISLAND FLORIDA

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TAMPA, FLORIDA 33607 (813) 889-3892
CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer:	MSC
Technician:	MSC
Checked by:	NEP
BAKER Project Number:	186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

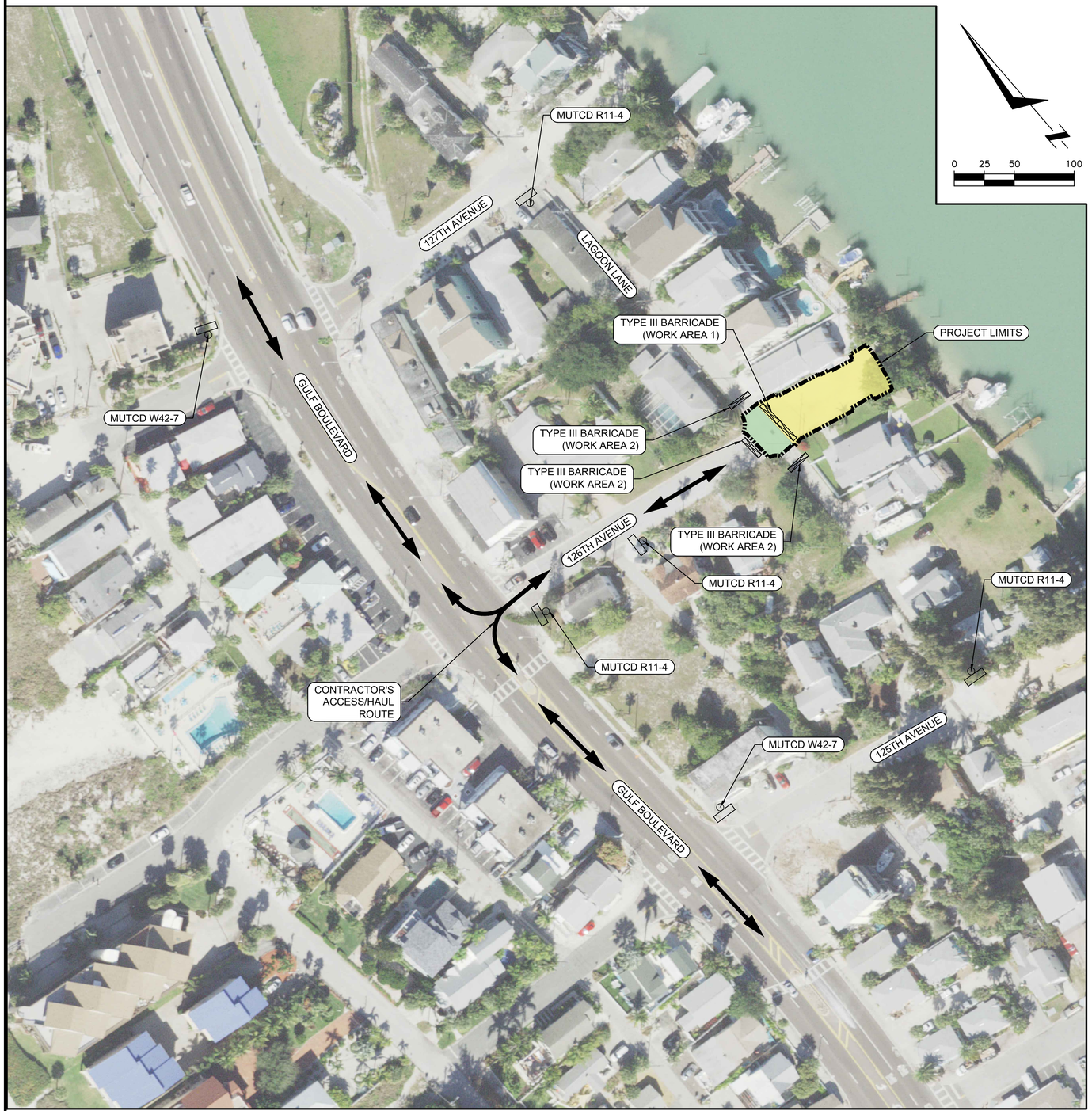
Notes:

Revision No.	Description	Date	By

Project Name: **126TH AVE. BEAUTIFICATION**

Drawing Name: GENERAL NOTES

CITY OF TREASURE ISLAND PROJECT NUMBER:	N/A
Date: MARCH 2023	Issue: FINAL
Scale: AS SHOWN	Sheet Number: G-002



LEGEND

- WORK AREA 1
- WORK AREA 2
- PROJECT LIMITS
- TYPE III BARRICADE
- CONTRACTOR'S ACCESS/HAUL ROUTE
- TEMPORARY TRAFFIC CONTROL SIGNS

MAINTENANCE OF TRAFFIC NOTES

1. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE STORAGE AND SECURITY OF HIS MATERIAL AND EQUIPMENT AND MAY ERECT STORAGE FACILITIES AND FENCING AT HIS DISCRETION AT NO ADDITIONAL COST.
2. THE SIZE AND LOCATION OF STAGING AREAS AND HAUL ROUTES WILL BE APPROVED BY THE CITY OF TREASURE ISLAND PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL PROVIDE A MOT PLAN TO THE CITY OF TREASURE ISLAND FOR APPROVAL PRIOR TO CONSTRUCTION, MOT PLAN IS INCIDENTAL MAINTENANCE OF TRAFFIC.
4. CONTRACTOR SHALL PROVIDE TEMPORARY CONSTRUCTION SIGNS IN ADVANCE OF ALL WORK TO ALERT MOTORISTS OF CONSTRUCTION ACTIVITIES. FLAGMEN, BARRICADES, CONES, AND ADDITIONAL WARNING SIGNS MAY BE REQUIRED DURING DAILY OPERATIONS. CONTRACTOR SHALL ADHERE TO SECTION 102 OF THE FDOT STANDARD PLANS INDEX AND THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES AS PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION (FHWA). THE CITY RESERVES THE RIGHT TO SUSPEND CONSTRUCTION ACTIVITIES IF DEEMED UNSAFE.
5. THE EXISTING ACCESS ROADS AND HAUL ROUTES MAY NOT BE CAPABLE OF SUPPORTING CERTAIN TYPES OF CONSTRUCTION EQUIPMENT. PRIOR TO BIDDING, THE CONTRACTOR SHALL FULLY SATISFY THEMSELVES AS TO THE STABILITY OF THE EXISTING ROADWAY PAVEMENTS TO SATISFACTORILY SUSTAIN THE TYPE OF EQUIPMENT THEY PLAN TO USE. CONTRACTOR SHALL SIZE THE EQUIPMENT USED FOR CONSTRUCTION ACCORDINGLY. ANY DAMAGE CAUSED BY HAULING OR ANY OTHER CONSTRUCTION ACTIVITY TO EXISTING PAVEMENT SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
6. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL BUSINESSES AND/OR RESIDENCES ADJACENT TO PROPOSED WORK SO THAT THEY CAN REMAIN OPEN AND ACCESSIBLE DURING CONSTRUCTION.
7. TO MINIMIZE DISRUPTION TO LOCAL TRAFFIC WORK HAS BEEN SPLIT INTO TWO WORK AREAS. WORK AREA 1 INCLUDES ALL WORK WHICH CAN BE COMPLETED WITHOUT REQUIRING PARTIAL CLOSURE OF LAGOON LANE. WORK AREA 2 INCLUDES ALL WORK WHICH REQUIRES PARTIAL CLOSURE OF LAGOON LANE.

SURVEY NOTES:

1. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THESE PLANS WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
2. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
4. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
5. ONLY THOSE VISIBLE FEATURES FOUND WITHIN THE LIMITS OF THE APPARENT RIGHT OF WAY OF THIS SURVEY OR IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED INTERSECTION BOUNDARY HAVE BEEN LOCATED.
6. DIMENSIONS ARE SHOWN IN UNITED STATES STANDARD SURVEY FEET AND DECIMALS THEREOF.
7. HORIZONTAL: FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE (902), NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD 83/11) RELATIVE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK (FPRN), A REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS).
8. VERTICAL: VERTICAL CONTROL IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
9. VERTICAL: ALL TOPOGRAPHIC FEATURES WERE COLLECTED CONVENTIONALLY FROM CONTROL POINTS ELEVATED FROM CLOSED LOOP BENCH RUNS USING NATIONAL GEODETIC SURVEY (NGS) POINT "PBE 147 USE" AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) POINTS "BM 15-12-E03" AND "BM 15-90-DA-25A". SAID BENCH RUNS CLOSURE ARE ACCURATE TO A STANDARD OF 0.05' TIMES THE SQUARE ROOT OF THE BENCH RUN DISTANCE IN MILES.



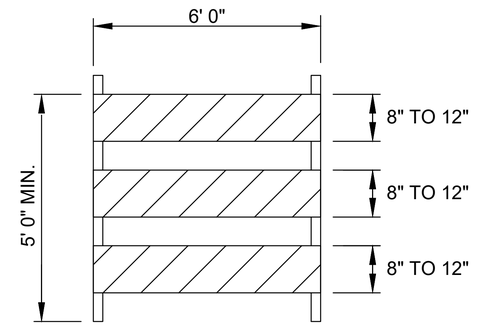
MUTCD W42-7
48" X 48"



MUTCD R11-4
60" X 30"

TEMPORARY TRAFFIC CONTROL SIGNS

N.T.S.



NOTE: BARRICADE TO CONFORM WITH FDOT INDEX 102-600 TYPE III BARRICADE.

TYPE III BARRICADE

N.T.S.

CITY OF TREASURE ISLAND FLORIDA

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CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: MSC
Technician: MSC
Checked by: NEP
BAKER Project Number: 186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

Notes:

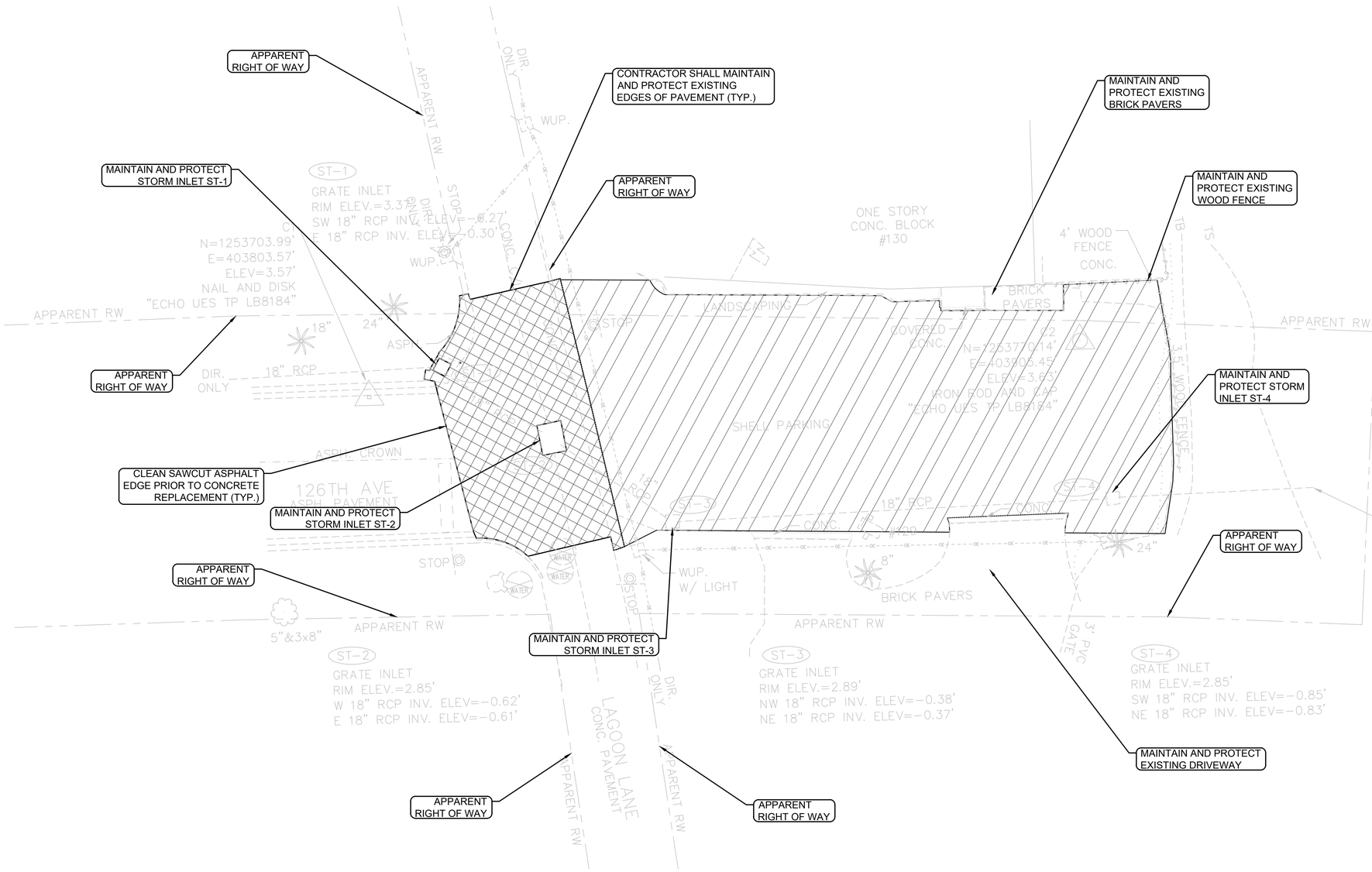
Revision No.	Description	Date	By

Project Name: **126TH AVE. BEAUTIFICATION**

Drawing Name: MAINTENANCE OF TRAFFIC & SURVEY CONTROL PLAN

CITY OF TREASURE ISLAND PROJECT NUMBER: N/A
Date: MARCH 2023
Issue: FINAL
Scale: AS SHOWN
Sheet Number: G-003

Y:\Projects\Treasure Island, FI\186223 – 108th, 120th, & 126th Ave\CADD-dwg\126th Ave\03 – (G-003)_MAINTENANCE OF TRAFFIC & SURVEY CONTROL PLAN.dwg March 15 2023 – 17:25





LEGEND	
	REMOVE CONCRETE PAVEMENT FULL DEPTH
	REMOVE EXISTING SHELL MATERIAL
	OBJECT TO BE REMOVED
	APPARENT R/W
	DRAINAGE INLET
	DRAINAGE PIPE
	CHAIN LINK FENCE
	FIRE HYDRANT
WATER	WATER VALVE COVER
WATER	WATER MAIN
	4"X4" WOOD POST
	10" WOOD BOLLARD
	CLUSTERED SEAGRAPE
	PALM TREE
	GUY WIRE
	STOP SIGN
	WOOD UTILITY POLE
OE	OVERHEAD ELECTRIC LINES
	TRANSFORMER BOX

Y:\Projects\Treasure Island, Fl\186223 - 108th, 120th, & 126th Ave\CADD-dwg\126th Ave\04 - (C-101)_Existing Conditions and Demolition Plan - 126th Ave.dwg March 16 2023 - 14:56

CITY OF TREASURE ISLAND FLORIDA

CITY OF TREASURE ISLAND FLORIDA

Michael Baker INTERNATIONAL
Michael Baker International, Inc.
4211 WEST BOY SCOUT BLVD., SUITE 500
TAMPA, FLORIDA 33607 (813) 889-3892
CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: MSC
Technician: MSC
Checked by: NEP
BAKER Project Number: 186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

Notes:

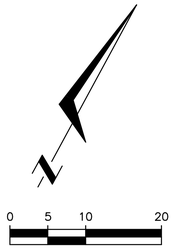
Revision No.	Description	Date	By

Project Name: **126TH AVE. BEAUTIFICATION**

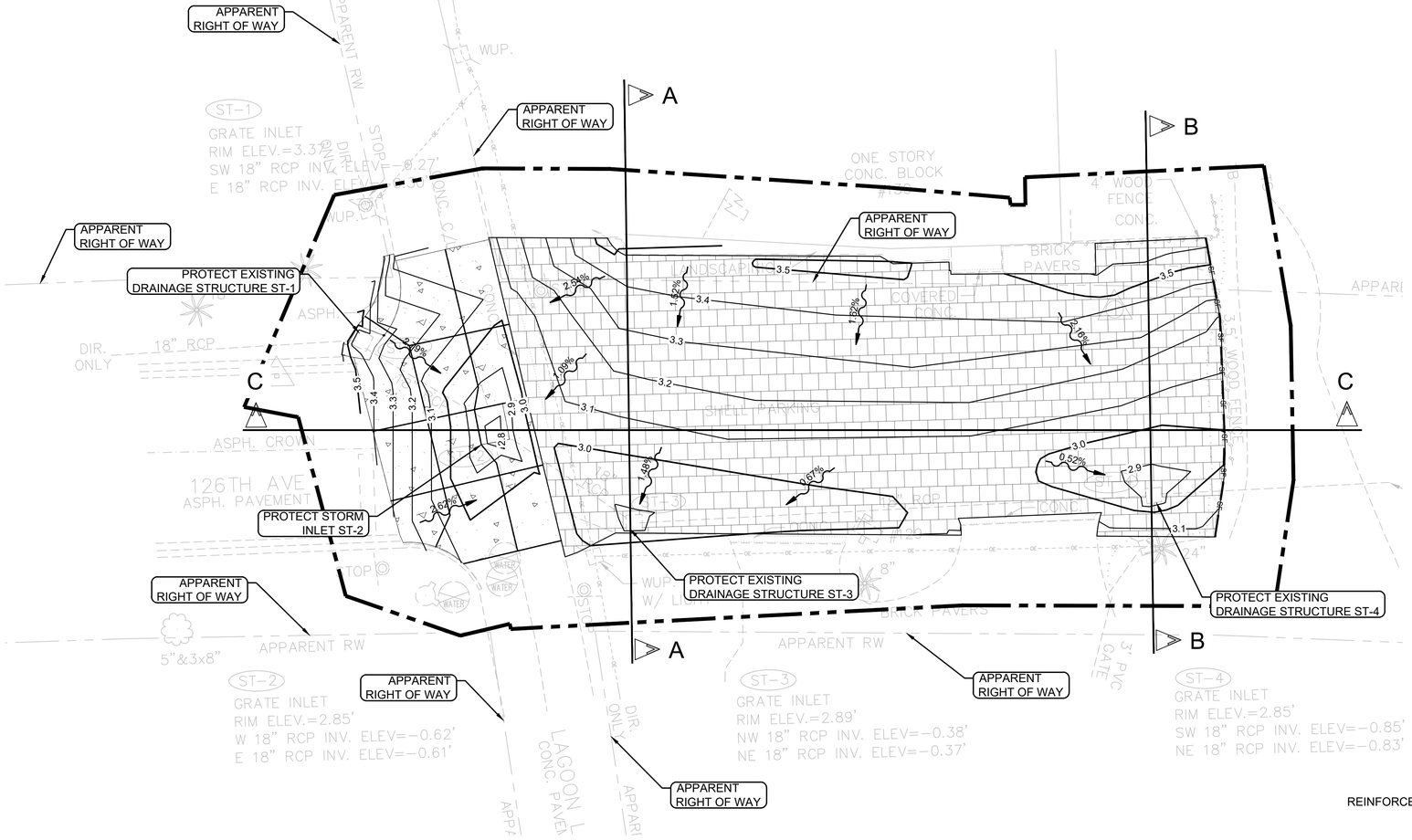
Drawing Name: EXISTING CONDITIONS & DEMOLITION PLAN

CITY OF TREASURE ISLAND PROJECT NUMBER: N/A

Date: MARCH 2023
Issue: FINAL
Scale: AS SHOWN
Sheet Number: C-101

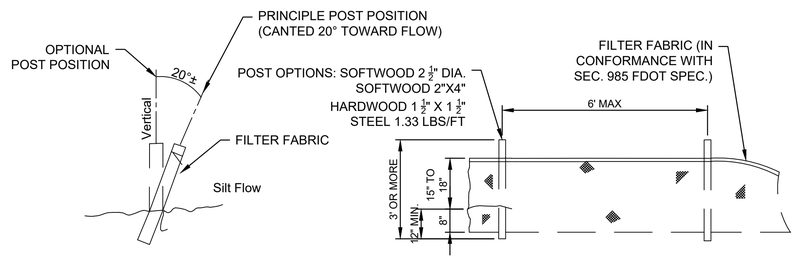


LEGEND
PROPOSED TURF BLOCK
EXIST. CONC. PAVEMENT TO BE REMOVED AND REPLACED
UNKNOWN TREE
OAK TREE
PALM TREE
ELECTRICAL POLE
PVC FENCE
APPARENT RIGHT OF WAY
PROJECT LIMITS
SF TEMPORARY SILT FENCE
XX PROPOSED MAJOR CONTOUR
XX PROPOSED MINOR CONTOUR
PROPOSED SURFACE DRAINAGE FLOW ARROW

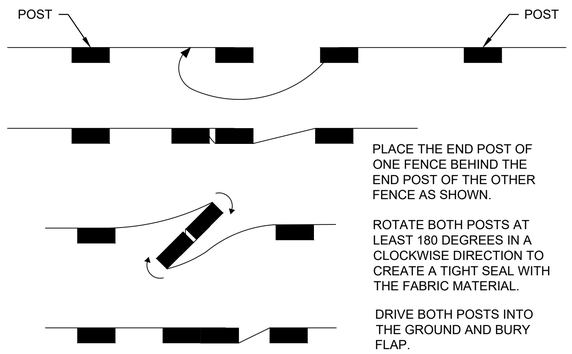


NOTES:

1. ALL ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
2. REFER TO SHEET C-301 FOR STAKING AND ELEVATIONS.
3. INSTALL TEMPORARY INLET PROTECTION ON EXISTING STORM SEWER INLETS.



SECTION ELEVATION



PLACE THE END POST OF ONE FENCE BEHIND THE END POST OF THE OTHER FENCE AS SHOWN.

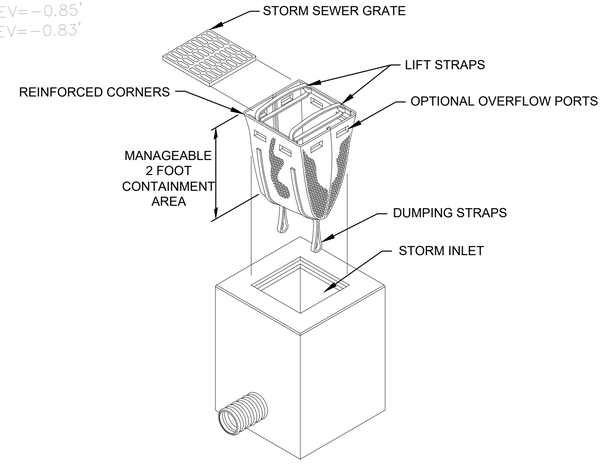
ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL.

DRIVE BOTH POSTS INTO THE GROUND AND BURY FLAP.

JOINING TWO SILT FENCES

TEMPORARY SILT FENCE

N.T.S.



1. TEMPORARY INLET PROTECTION SHALL BE DANDY SACK BY DANDY PRODUCTS OR APPROVED EQUIVALENT.
2. FILTER SACK SHALL BE CLEANED AFTER ALL RAINFALL EVENTS & INSPECTED REGULARLY.

TEMPORARY INLET PROTECTION

N.T.S.

CITY OF TREASURE ISLAND FLORIDA

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TAMPA, FLORIDA 33607 (813) 889-3892
CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: MSC
Technician: MSC
Checked by: NEP
BAKER Project Number: 186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

Notes:

Revision No.	Description	Date	By

Project Name: **126TH AVE. BEAUTIFICATION**

Drawing Name: GRADING & DRAINAGE PLAN

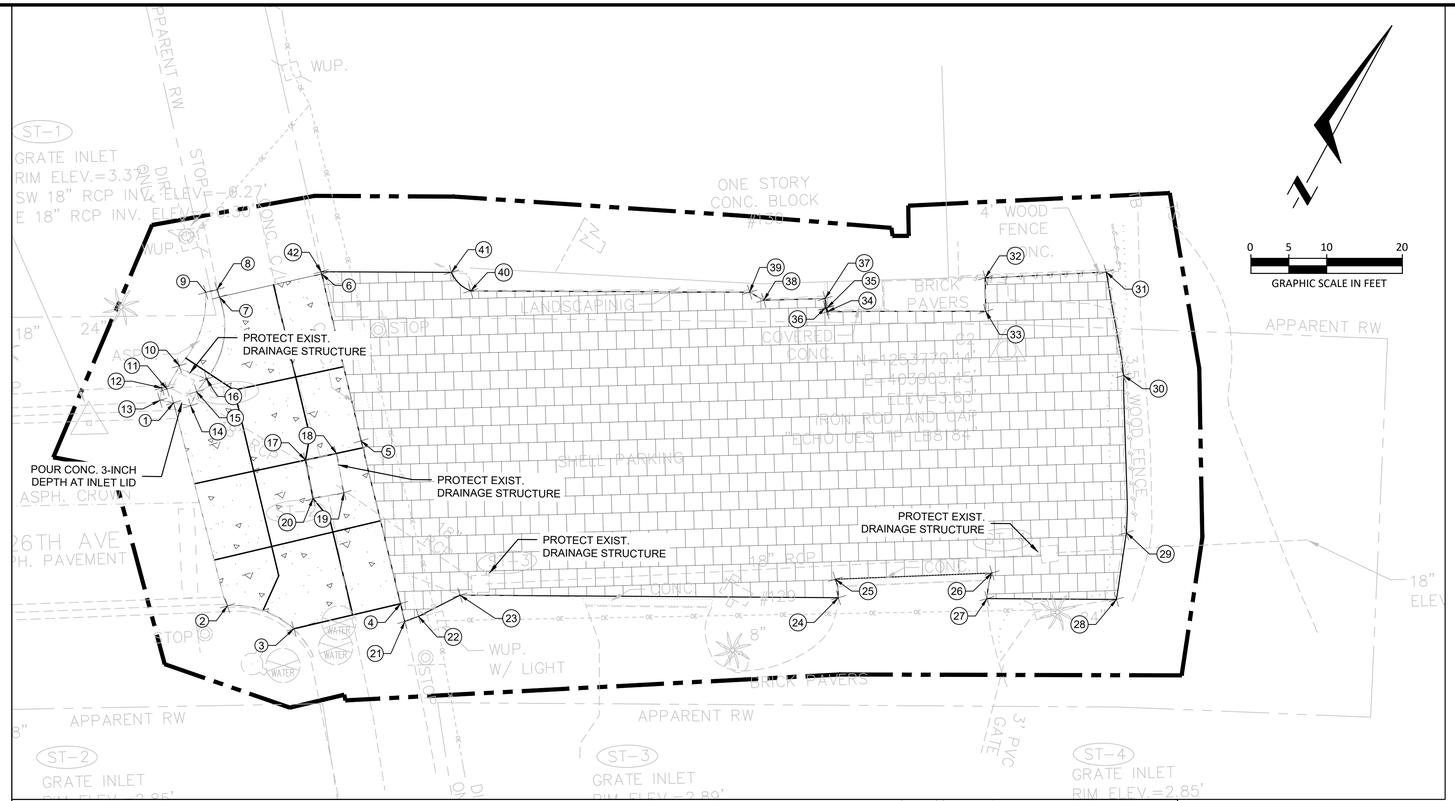
CITY OF TREASURE ISLAND PROJECT NUMBER: N/A

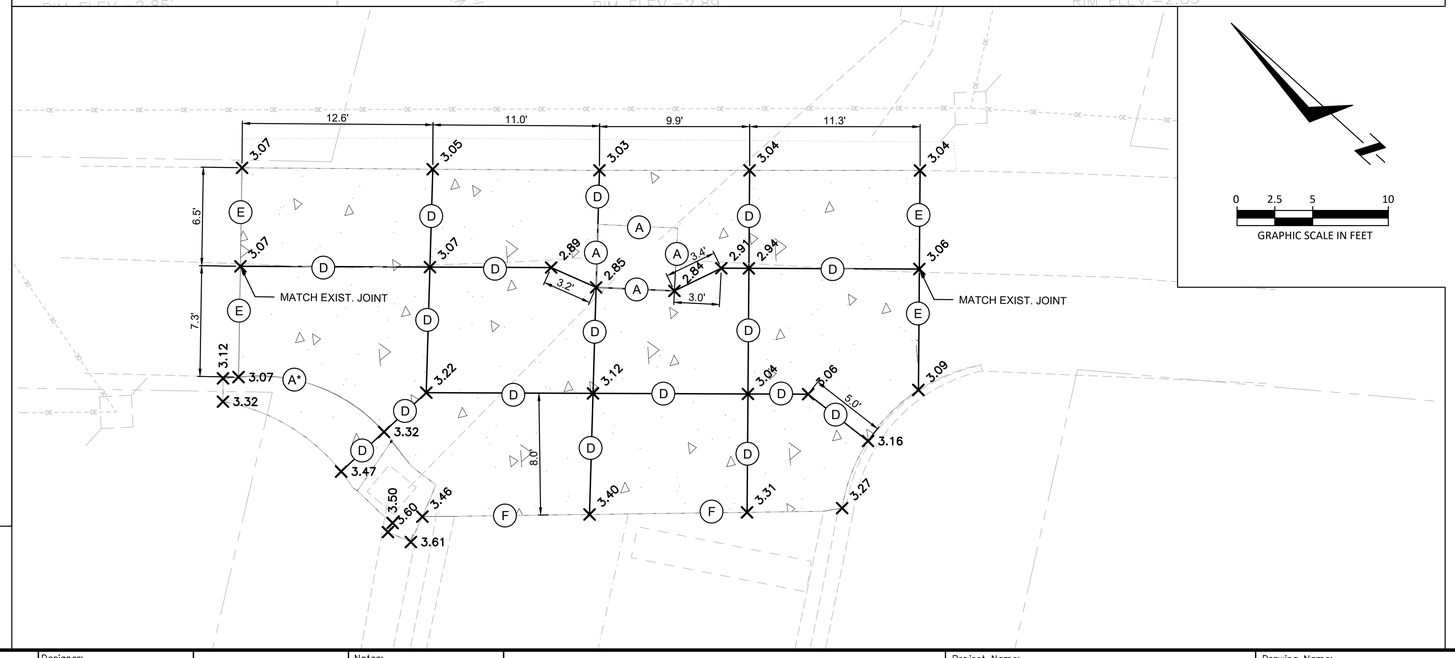
Date: MARCH 2023
Issue: FINAL
Scale: AS SHOWN
Sheet Number: C-201

Y:\Projects\Treasure Island, FL\186223 - 108th, 120th, & 126th Ave\CADD-dwg\126th Ave\05 - (C-201)_Grading and Drainage Plan - 126th Ave.dwg March 15 2023 - 17:30

PAVT GEOMETY POINT TABLE

POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
1	3.46	1253711.65	403812.10	CONCRETE EOP
2	3.27	1253691.51	403831.11	CONCRETE EOP
3	3.09	1253693.01	403840.27	CONCRETE EOP
4	3.04	1253702.65	403851.07	CONCRETE EOP
5	3.03	1253719.04	403836.24	CONCRETE EOP
6	3.07	1253735.93	403821.16	CONCRETE EOP
7	3.07	1253726.82	403810.77	CONCRETE EOP
8	3.12	1253727.53	403810.02	CONCRETE EOP
9	3.32	1253726.50	403808.88	CONCRETE EOP
10	3.54	1253716.33	403810.43	CONCRETE EOP
11	3.50	1253712.83	403810.46	DRAINAGE STRUCTURE
12	3.60	1253712.65	403809.81	CONCRETE EOP
13	3.61	1253711.09	403810.35	CONCRETE EOP
14	3.37	1253712.40	403814.25	DRAINAGE STRUCTURE
15	3.33	1253714.41	403814.07	DRAINAGE STRUCTURE
16	3.32	1253716.50	403814.43	DRAINAGE STRUCTURE
17	2.85	1253713.32	403831.00	DRAINAGE STRUCTURE
18	2.82	1253716.02	403834.16	DRAINAGE STRUCTURE
19	2.87	1253711.95	403837.51	DRAINAGE STRUCTURE
20	2.84	1253709.33	403834.30	DRAINAGE STRUCTURE
21	3.04	1253700.85	403852.67	TURF BLOCK
22	3.04	1253702.29	403853.94	TURF BLOCK
23	2.92	1253707.36	403857.43	TURF BLOCK
24	3.13	1253730.88	403901.49	TURF BLOCK
25	3.02	1253732.82	403899.97	TURF BLOCK
26	3.04	1253743.40	403917.75	TURF BLOCK
27	3.20	1253740.11	403918.79	TURF BLOCK
28	3.52	1253748.15	403933.86	TURF BLOCK
29	3.04	1253756.53	403930.82	TURF BLOCK
30	3.17	1253774.60	403920.60	TURF BLOCK
31	3.65	1253785.50	403912.08	TURF BLOCK
32	3.68	1253777.22	403898.41	TURF BLOCK
33	3.61	1253773.36	403900.58	TURF BLOCK
34	3.43	1253763.33	403882.19	TURF BLOCK
35	3.43	1253763.78	403881.94	TURF BLOCK
36	3.43	1253763.68	403881.76	TURF BLOCK
37	3.44	1253764.75	403881.13	TURF BLOCK
38	3.53	1253760.68	403874.12	TURF BLOCK
39	3.43	1253760.73	403871.97	TURF BLOCK
40	3.47	1253743.33	403839.52	TURF BLOCK
41	3.55	1253744.29	403836.13	TURF BLOCK
42	3.07	1253736.15	403820.96	TURF BLOCK





STAKING & PAVING PLAN NOTES:

1. CURB ISLAND ELEVATIONS ARE IN REFERENCE TO THE SURFACE OF THE PROPOSED TURF-BLOCK OR EXISTING SURFACE. THE TOP OF FDOT TYPE D CURB RISES 6" ABOVE THE ELEVATIONS SHOWN (TYPICAL).
2. ALL ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
3. REFER TO SHEET C-201 FOR GRADING AND DRAINAGE PLAN. REFER TO SHEET C-351 FOR JOINT DETAILS.

JOINT PLAN NOTES:

1. TYPE B JOINTS MAY BE DOWELED CONTRACTION OR CONSTRUCTION JOINTS, TO BE DECIDED BY THE CONTRACTOR.
2. TIE NEW CONCRETE GRADES FLUSH TO EXISTING DRAINAGE INLET, STORM SEWER MANHOLE AND EXISTING PAVEMENT GRADES AROUND THE PERIMETER OF NEW CONCRETE.

LEGEND	
	PROPOSED TURF BLOCK
	EXIST. PAVEMENT TO BE REMOVED AND REPLACED, SEE DETAIL 1, SHEET C-351

LEGEND	
A	TYPE A - THICKENED EDGE ISOLATION JOINT
A*	TYPE A - NON-THICKENED EDGE ISOLATION JOINT
D	TYPE D - DUMMY CONTRACTION JOINT
E	TYPE E - DOWELED CONSTRUCTION JOINT
F	TYPE F - ASPHALT TO CONCRETE PAVEMENT
21.03	FINISHED GRADE ELEVATION

CITY OF TREASURE ISLAND FLORIDA

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CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: MSC
Technician: MSC
Checked by: NEP
BAKER Project Number: 186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

Notes:

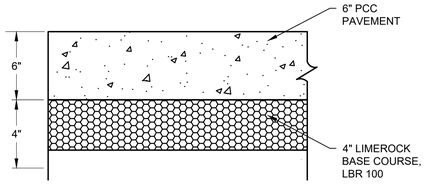
Revision No.	Description	Date	By

Project Name: **126TH AVE. BEAUTIFICATION**

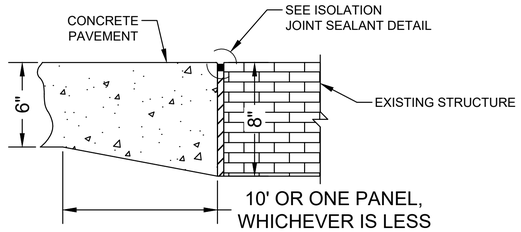
Drawing Name: STAKING & PAVING PLAN

CITY OF TREASURE ISLAND PROJECT NUMBER: N/A
Date: MARCH 2023
Issue: FINAL
Scale: AS SHOWN
Sheet Number: C-301

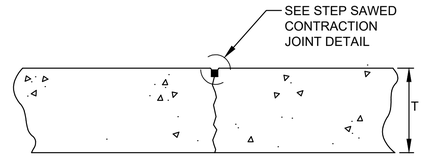
Y:\Projects\Treasure Island, Fl\186223 - 108th, 120th, & 126th Ave\CADD-dwg\126th Ave\06 - (C-301)_Staking and Paving Plan - 126th Ave.dwg March 17 2023 - 17:09



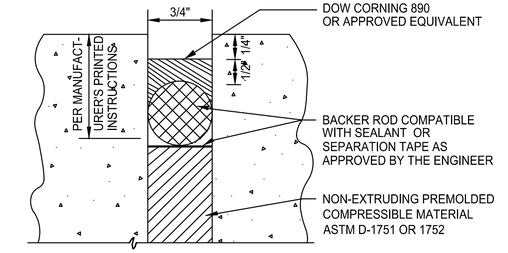
1 CONCRETE SECTION
C-251
SCALE: NTS



THICKENED EDGE ISOLATION JOINT (TYPE A)
N.T.S.

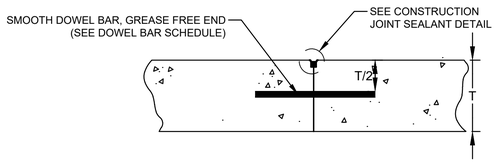


DUMMY CONTRACTION JOINT (TYPE D)
N.T.S.

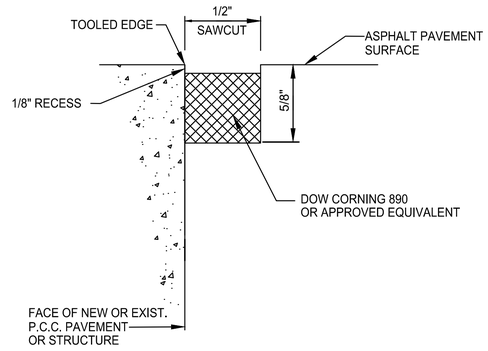


NOTE:
ALL SEALANT MATERIALS MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS AS APPROVED BY ENGINEER.

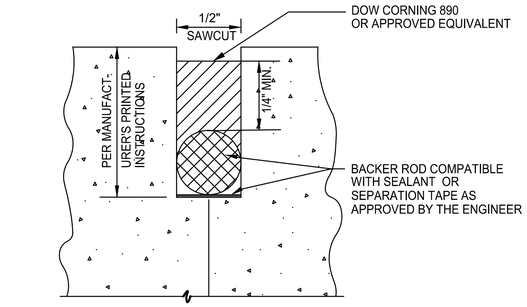
ISOLATION JOINT SEALANT
N.T.S.



DOWELED CONSTRUCTION JOINT (TYPE E)
N.T.S.



CONSTRUCTION JOINT P.C.C/ASPHALT JUNCTURE (TYPE F)
N.T.S.



NOTE:
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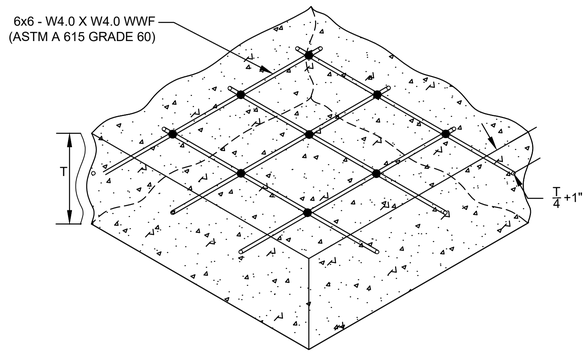
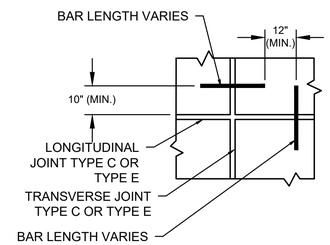
CONSTRUCTION JOINT SEALANT
N.T.S.

TIE BAR SCHEDULE			
THICKNESS OF SLAB (T)	DIAMETER (D)	LENGTH	SPACING
>6 in.	5/8 in.	30 in.	30 in.

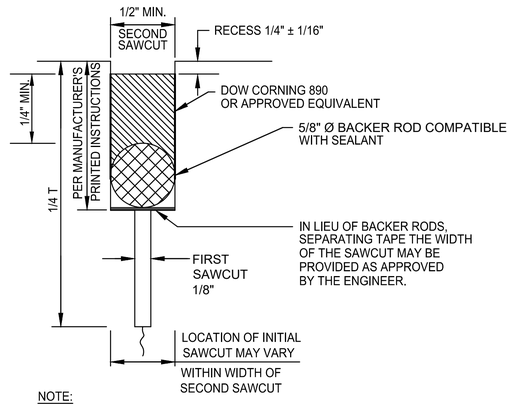
DOWEL BAR SCHEDULE			
THICKNESS OF SLAB (T)	DIAMETER (D)	LENGTH	SPACING
7.5 to 12 in.	1 in.	18 in.	12 in.
12.5 to 16 in.	1-1/4 in.	20 in.	15 in.



SLAB REINFORCEMENT DETAIL
N.T.S.



POSITIONS OF DOWELS AT EDGE OF JOINT DETAIL
N.T.S.



NOTE:
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STEP SAWED CONTRACTION JOINT
N.T.S.

CITY OF TREASURE ISLAND FLORIDA

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CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: MSC
Technician: MSC
Checked by: NEP
BAKER Project Number: 186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

Notes:

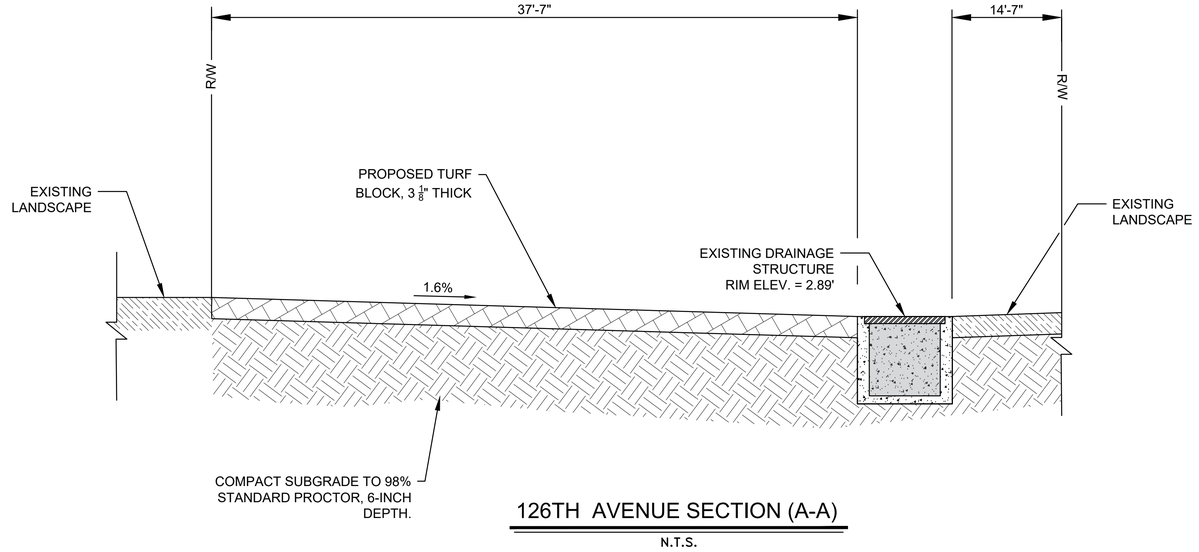
Revision No.	Description	Date	By

Project Name: **126TH AVE. BEAUTIFICATION**

Drawing Name: PAVEMENT SECTION & JOINT DETAILS

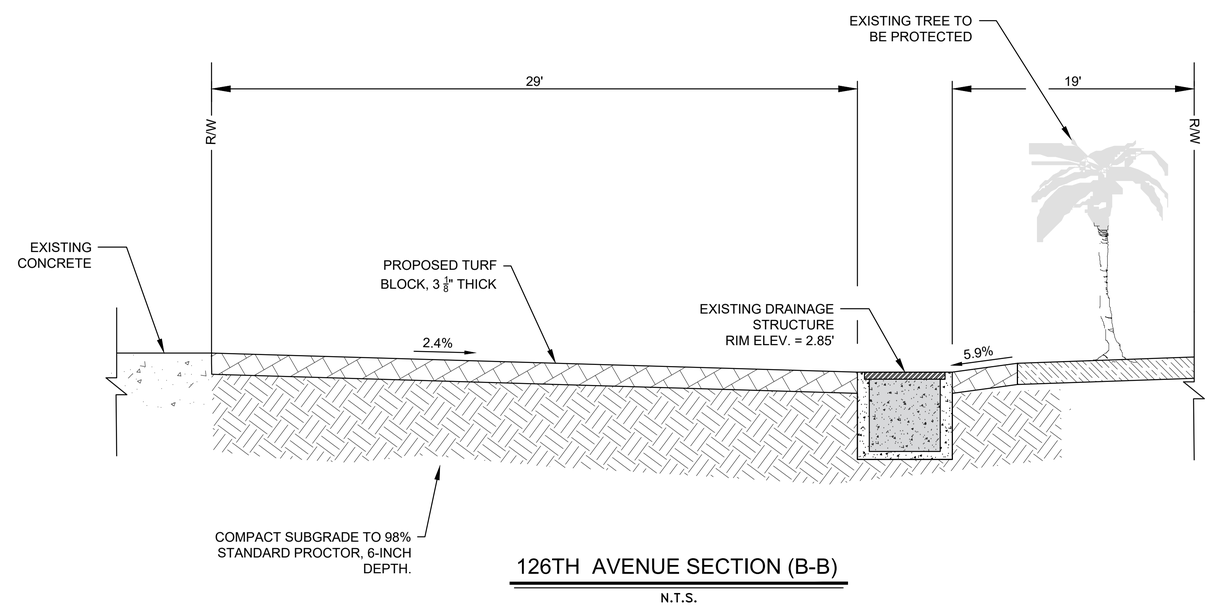
CITY OF TREASURE ISLAND PROJECT NUMBER: N/A
Date: MARCH 2023
Issue: FINAL
Scale: AS SHOWN
Sheet Number: C-351

Y:\Projects\Treasure Island, FL\186223 - 108th, 120th, & 126th Ave\CADD-dwg\126th Ave\07 - (C-351)_JOINT DETAILS.dwg March 15 2023 - 17:32



126TH AVENUE SECTION (A-A)

N.T.S.



126TH AVENUE SECTION (B-B)

N.T.S.

Y:\Projects\Treasure Island, FL\186223 - 108th, 120th, & 126th Ave\CADD-dwg\126th Ave\08 - (C-371)_TYPICAL SECTIONS.dwg March 15 2023 - 17:32

CITY OF TREASURE ISLAND FLORIDA

Michael Baker INTERNATIONAL
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TAMPA, FLORIDA 33607 (813) 889-3892
CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer:	MSC
Technician:	MSC
Checked by:	NEP
BAKER Project Number:	186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

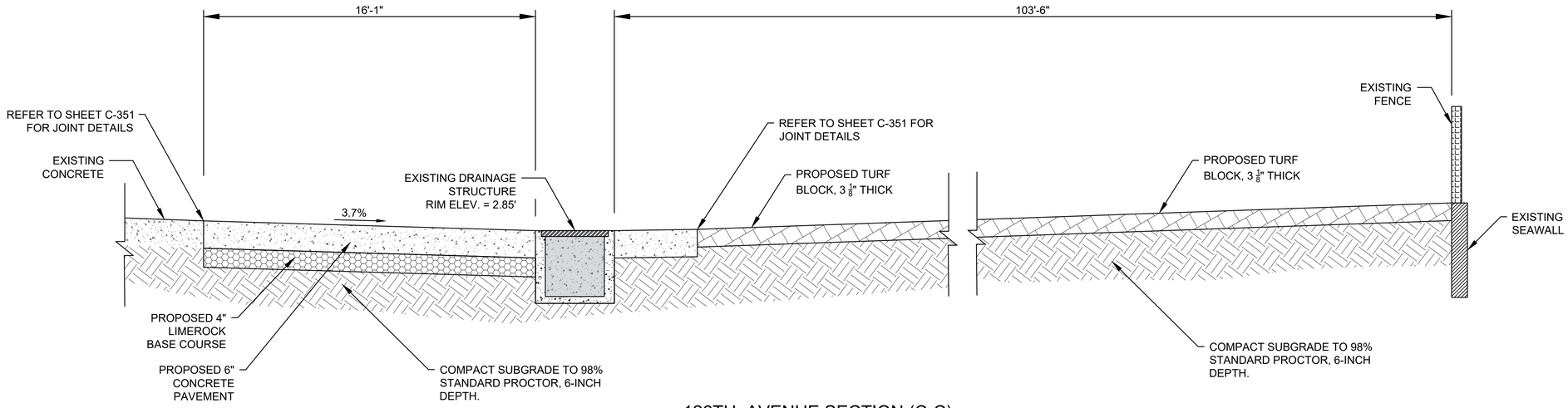
Notes:

Revision No.	Description	Date	By

Project Name: **126TH AVE. BEAUTIFICATION**

Drawing Name: TYPICAL SECTIONS

CITY OF TREASURE ISLAND PROJECT NUMBER:	N/A
Date: MARCH 2023	Issue: FINAL
Scale: AS SHOWN	Sheet Number: C-371



126TH AVENUE SECTION (C-C)

N.T.S.

CITY OF TREASURE ISLAND FLORIDA

Michael Baker INTERNATIONAL
Michael Baker International, Inc.
4211 WEST BOY SCOUT BLVD., SUITE 500
TAMPA, FLORIDA 33607 (813) 889-3892
CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: MSC
Technician: MSC
Checked by: NEP
BAKER Project Number: 186223

NATHAN PARISH
FLORIDA P.E. NO. 68317

Notes:

Revision No.	Description	Date	By

Project Name: **126TH AVE. BEAUTIFICATION**

Drawing Name: TYPICAL SECTIONS

CITY OF TREASURE ISLAND PROJECT NUMBER: N/A
Date: MARCH 2023
Issue: FINAL
Scale: AS SHOWN
Sheet Number: C-372

Y:\Projects\Treasure Island, Fl\186223 - 108th, 120th, & 126th Ave\CADD-dwg\126th Ave\08 - (C-371)_TYPICAL SECTIONS.dwg March 15 2023 - 17:32

180

BID SUMBITTAL FORM
CITY OF TREASURE ISLAND - STREET END IMPROVEMENTS - 120TH AVENUE AND 126TH AVENUE
ITB 23-018

BID ITEM NO.	ITEM DESCRIPTION	QUANITY	UNIT	UNIT PRICE	AMOUNT
BASE BID - SCHEDULE A:	**Beautification of 120th Avenue**				
101-1	Mobilization, General Conditions and Bonds	1	LS	$ 13,846.28	$ 13,846.28
102-1	Maintenance of Traffic	1	LS	$ 7,688.88	$ 7,688.88
104-1	Temporary Silt Fence	50	LF	$ 8.06	$ 403.00
104-2	Inlet Protection System	1	EA	$ 334.38	$ 334.38
5-1	Construction Staking & Survey	1	LS	$ 11,387.00	$ 11,387.00
110-1	Clearing and Topsoil Stripping	210	SY	$ 11.15	$ 2,341.50
110-2	Removal of Existing Concrete	115	SY	$ 86.58	$ 9,956.70
111-1	Removal of Existing Bollards	2	EA	$ 169.92	$ 339.84
285-1	Optional Base Course 1, 4" Limerock	115	SY	$ 64.13	$ 7,374.95
350-1	Cement Concrete Pavement, 6"	100	SY	$ 199.08	$ 19,908.00
350-2	Reinforced Cement Concrete Pavement, 6"	15	SY	$ 180.39	$ 2,705.85
520-1	Concrete Curb, Type D	110	LF	$ 48.37	$ 5,320.70
520-2	Concrete Shoulder Gutter, NS	10	LF	$ 59.00	$ 590.00
528-1	Turf Block (Subgrade Material and Compaction Incidental)	520	SY	$ 109.54	$ 56,960.80
911-1	Landscaping Shell, 4" Depth	25	SY	$ 66.94	$ 1,673.50
				TOTAL BASE BID - SCHEDULE A	$ 140,831.38

BID ITEM NO.	ITEM DESCRIPTION	QUANITY	UNIT	UNIT PRICE	AMOUNT
BASE BID - SCHEDULE B:	**Beautification of 126th Avenue**				
101-1	Mobilization, General Conditions and Bonds	1	LS	$ 12,596.00	$ 12,596.00
102-1	Maintenance of Traffic	1	LS	$ 7,688.88	$ 7,688.88
104-1	Temporary Silt Fence	45	LF	$ 8.06	$ 362.70
104-2	Inlet Protection System	4	EA	$ 334.38	$ 1,337.52
5-1	Construction Staking & Survey	1	LS	$ 11,387.00	$ 11,387.00
110-2	Removal of Existing Concrete	115	SY	$ 86.58	$ 9,956.70
110-3	Removal of Existing Shell Material	440	SY	$ 36.55	$ 16,082.00
350-1	Cement Concrete Pavement, 6"	110	SY	$ 199.08	$ 21,898.80
350-3	Optional Base Course 1, 4" Limerock	110	SY	$ 64.13	$ 7,054.30
528-1	Turf Block (Subgrade Material and Compaction Incidental)	450	SY	$ 109.54	$ 49,293.00
				TOTAL BASE BID - SCHEDULE B	$ 137,656.90

TOTAL BASE BID SCHEDULE A + BASE BID SCHEDULE B	$ 278,488.28

City of
Treasure Island, Florida
120 108th Avenue, Treasure Island, FL 33706
C: (727) 212-1347 | mmunger@mytreasureisland.org
www.mytreasureisland.org

5 July 2023

NOTICE OF INTENT TO AWARD

Solicitation Title: **Street-End Improvements - 120th & 126th Aves.**
Solicitation Number: **ITB 23-018**

Please be advised that the City of Treasure Island, Procurement Coordinator, is recommending that the above-referenced solicitation be awarded to:

Mali Contracting Corp.

The submittal from the vendor listed here has been deemed to meet all the demands stated in the given solicitation. This notice is not to be considered the final award of the contract, which still must be heard and approved by the City Commission at a future meeting. Failure to file a protest of the decision within the time set forth in the solicitation shall constitute a waiver of said right. Please contact the City's Procurement Coordinator for any other questions.

Sincerely,

J. Michael Munger

Michael Munger
Assistant Finance Director | Procurement Coordinator

CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND MALI CONTRACTING CORP

PERTAINING TO

STREET END IMPROVEMENTS – 120th & 126th Aves.
ITB 23-018

This CONTRACT ("**CONTRACT**" or "**Contract**") is made and entered into on the 8th day of AUGUST, 20 23 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 (**"CITY"**), and MALI CONTRACTING CORP, FEIN 88-3525704 ("**CONTRACTOR**"), collectively (the "**PARTIES**") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive bid for **STREET END IMPROVEMENTS ITB 23-018** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **STREET END IMPROVEMENTS ITB 23-018** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK.

The Scope of Work/Services is specially identified in ITB 23-018, Street End Improvements – 120th & 126th Aves.

SECTION 2. TERM.

The term of the CONTRACT will extend from the effective date until the final payment of the invoice by the City.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR include, but are not limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

e. 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

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the

services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

c. The CONTRACTOR warrants to the CITY that materials, equipment, and skilled labor will be provided in accordance with the Contract Documents, and that the Work, 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 Contract Document requirements, including substitutions not properly approved and authorized, will be considered defective and a breach of CONTRACTOR's warranty.

d. The 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. The CONTRACTOR's and manufacturer's obligations under this provision are in addition to other express or implied warranties under the Contract Documents 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. The manufacturer warrants and guarantees for a period of one year from the date of Final Completion, or such longer period that may be specified in the Contract Documents, 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 Contract Documents.

SECTION 5. COMPENSATION.

a. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the bid submittal. The CONTRACTOR agrees to do all the work and furnish

all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Bid. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

c. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In 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 CONTRACT, the CITY shall notify CONTRACTOR of such occurrence and this CONTRACT shall terminate on the last day of the current fiscal period without any penalty or expense to the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The conditions by which either party may terminate this agreement are detailed in Article 9 of the SPECIAL CONDITIONS.

SECTION 7. Reserved.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. SCHEDULE.

a. The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described. Time is of the essence. As requested by the CITY, the CONTRACTOR must provide schedule updates within 3 days
b. The CONTRACTOR shall consider climatic conditions in preparing the Construction Schedule and shall anticipate therein periods where work may not be practical due to adverse weather conditions. Weather conditions shall not comprise grounds for extension of Contract Time unless the CONTRACTOR is able to demonstrate that the number of rain days during the entire Contract Time exceeded 120% of that for the same period in the prior year. The CITY shall determine the criteria for establishing "rain days".

SECTION 12. INDEPENDENT CONTRACTOR.

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida

Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.

The CONTRACTOR represents that it has completely disclosed to the CITY all facts bearing upon any possible interests, direct or indirect, that the CONTRACTOR believes any member, director, officer, employee or agent of the CITY presently has, or will have, in this CONTRACT or in the performance of this CONTRACT. The CONTRACTOR shall comply with all codes of conduct and/or conflict of interest policies provided for in the CITY's procurement policy and state and federal statutes as may be amended from time to time. The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of its obligations under this CONTRACT. The CONTRACTOR represents to the CITY that CONTRACTOR has no present, and will have no future, conflict of interest between providing the CITY the services contemplated by this CONTRACT and any interest the CONTRACTOR may presently have, or will have in the future, with respect to any other person or entity that has any interest adverse or potentially adverse to the CITY, as determined in the reasonable judgment of the CITY. The provisions of this section shall remain fully effective indefinitely after the expiration or termination of this CONTRACT.. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions of ITB 23-018, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as additional insured under all policies, as applicable.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY, its commissioners, mayor, officers, employees, agents, and attorneys, harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of, employees, agents, sub-contractors, representatives, or volunteers in any way connected to this CONTRACT, whether or not due to or caused by the negligence of the CITY, its commissioners, mayor, officers, employees, agents and attorneys. CONTRACTOR's liability hereunder shall include all attorneys' fees and costs incurred by the CITY, in the enforcement of this indemnification provision. This indemnification provision

includes claims made by any employees of CONTRACTOR against the CITY, and CONTRACTOR hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring CONTRACTOR to indemnify the CITY, is intended to nor shall it be construed as an additional waiver of sovereign immunity by the CITY beyond the CITY's expressed written contractual obligations contained within this contract, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this CONTRACT, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this CONTRACT.

These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR's liability under this indemnification provision includes all attorneys' fees and experts' fees and costs incurred by the CITY and the in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT. 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 for which CONTRACTOR is obligated to indemnify, defend, and hold harmless the CITY and, in connection of such defense, shall appoint lead counsel in each case at CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If CONTRACTOR assumes control of the defense of any third party claim in accordance with this section, CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this section, CONTRACTOR shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the CITY, be detrimental in any material respect to the CITY's reputation; (b) the third party claim seeks an injunction or equitable relief against the CITY; or (c) CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such

conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

SECTION 19. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

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 CONTRACT; (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 CONTRACT and following completion or termination of this CONTRACT, if CONTRACTOR does not transfer the records to the CITY in accordance with (d) below; and (d) upon completion or termination of this CONTRACT, (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 CONTRACT. 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. 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 CONTRACT, 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.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY and must be retained by the CONTRACTOR for a minimum of five years after termination or completion of the CONTRACT. The CITY retains the right to audit the books during the five-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual

obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22. NOTICE.

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575 x241
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.
All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company:	MALI CONTRACTING CORP
Attention:	Marisela Linares
Address:	4501 N. Saint Vincent St. Tampa, FL
Phone:	(813) 489-3650
Email:	malicontractingcorp@gmail.com

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are

considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT & CONFLICTS.

The following documents are hereby incorporated and made part of the CONTRACT:

1. Invitation to Bid Documents for ITB No. 23-018 including general conditions, special conditions, plans, technical specifications, addenda, and other attachments.
2. Bid documents submitted by CONTRACTOR as part of their solicitation response.

In the event of a conflict between or among the Contract Documents, the order of precedence shall be first the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and sections of this CONTRACT, then the special conditions, and then the rest of the Contract Documents. These documents contain the entire understanding of the Parties with respect to its subject matter. It is expressly understood that this CONTRACT, including all documents incorporated in the CONTRACT, shall supersede and replace any other agreements between the Parties for the services considered by this CONTRACT. No oral statement or prior written matter shall have any force or effect. The Parties hereby acknowledge that they are not relying on any representations or agreements other than those contained in this CONTRACT. This CONTRACT shall not be amended or modified except by a Construction Change Order executed by the CONTRACTOR and the CITY. There are no understandings, representations, warranties, or agreements between the Parties with respect to the subject matter hereof unless set forth explicitly in this CONTRACT.

SECTION 24. AMENDING THE CONTRACT DOCUMENTS

a. Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Order executed in accordance with this Contract.

b. A Construction Change Order prepared and signed by the CITY of the CITY's engineer-of-record will direct all changes in the Work. A Construction Change order signed by the CONTRACTOR indicates agreement of the CONTRACTOR with the actions specified in the order, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them.

c. In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:

- Contract Amount;
- Contract Time; or
- The intent of the Contract Documents.

In such instances CONTRACTOR and CITY, or designee, must sign a Construction Change Order. Change Orders may not have typed text altered or additions placed thereon after the signing process has begun. Change Orders with alterations to typed text or additions placed thereon shall not be considered by such, and the original Change Order shall govern. Should alterations or additions to a Change Order be desired, said Change Order shall be re-typed and re-signed, and said Change Order shall be identified as "Revised". Change Orders revising the Contract Time or intent of the Contract Documents must be executed by the City Commission to be effective.

SECTION 25. MISCELLANEOUS.

i. The laws of the State of Florida govern all aspects of this CONTRACT. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this CONTRACT 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 for the Middle District of Florida, Tampa Division. . **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**

ii. CONTRACTOR has been made aware Section 287.133 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.

v. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.

vi. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained in this CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

xi. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

xii. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term 'including' is not limiting.

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

xiv. This CONTRACT must be executed by the respective duly authorized officials and will take effect as of the day and year first above written.

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

xvi. Any reference in this CONTRACT 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 CONTRACT and shall not apply to any deadlines for which a date certain is provided.

xvii. CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the CITY. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the work or substantial increases in the costs of performing the work under the CONTRACT. Contractor's sole and exclusive remedy for delay is extension of the Contract Time by a Construction Change Order for such reasonable time as the CITY may determine.

xviii. In a claim by the CONTRACTOR against the CITY for compensation in excess of the compensation provide under the CONTRACT, any liability of the CITY to the CONTRACTOR shall be strictly limited and computed in accordance with the CONTRACT and shall in no event include indirect costs (such as home office overhead) or consequential damages of the CONTRACTOR or any subcontractor, or any estimated costs or damages.

xix. Pursuant to section 166.246, Florida Statutes, CONTRACTOR represents that it does not issue identification documents to individuals who do not provide proof of lawful presence in the United States

xx. To the extent that this CONTRACT would grant CONTRACTOR access to an individual's personal identifying information, pursuant to section 287.138, Florida Statutes CONTRACTOR certifies, represents, and warrants that it is not affiliated with a foreign country of concern, as such countries are identified in section 287.138(1), Florida Statutes. CONTRACTOR certifies, represents, and warrants that: (a) CONTRACTOR is not owned by a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (c) CONTRACTOR is not organized under the laws of or has its principal place of business in a foreign country of concern.

xxi. By executing this CONTRACT, 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 CONTRACT and as of the effective date of any renewal. Notwithstanding anything contained in this

CONTRACT to the contrary, the CITY may terminate this CONTRACT 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.

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IN WITNESS WHEREOF, the parties have made and executed this CONTRACT on the date and year first above written.

As To
CONTRACTOR

MALI CONTRACTING CORP
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

Signature

WITNESS:

Signature

Marisela Linares
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

SECTION IV
GENERAL CONDITIONS

To ensure acceptance, all contractors submitting Bids to the City of Treasure Island will be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided will be rejected, and the Bids not complying with these conditions will be subject to rejection.

1. **Interpretations.** All questions concerning the specifications or conditions will be directed by e-mail to Michael Munger, Finance Director / Purchasing Coordinator at mmunger@mytreasureisland.com as instructed in the Invitation to Bid. Interpretations will be posted on DemandStar. The Purchasing Coordinator will not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

2. **Bidder Representations.** It is the responsibility of each bidder before submitting to:

i. examine and carefully study the Bid Documents, and any data and reference items identified in the Bid Documents;

ii. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

iii. agree that at the time of submitting its bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bid Documents;

iv. promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bid Documents and confirm that the written resolution thereof by the City is acceptable to Bidder;

v. determine that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

vi. agree that the submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents, that without exception the bid and all prices in the bid are premised upon performing and furnishing the Work required by the Bid Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Work.

3. **Sealed Bids.** The specifications and all executed Bid Forms must be submitted in a sealed envelope. An authorized representative of the Bidder must sign all Bids. The face of the bid envelope must be plainly marked identifying the item(s) and the date of the bid opening. No bids will be accepted after closing time for receipt of bids, nor will any offers by telephone, fax or e-mail be accepted.

4. **Intent of Specifications.** It is the intent of the specifications described a certain item(s) or service(s) to be purchased by the City of Treasure Island including all materials, equipment,

machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

5. **Exceptions to Specifications.** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that due consideration be given in evaluating Bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The City Manager is the final authority in determining the acceptability of any exceptions to specifications.

6. **Approved Equivalents or Equals.** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only, and are not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the Bid. The Bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Treasure Island reserves the right to determine acceptance of proposed equivalent of equal items.

7. **Delivery.** Bid quotations include all freight costs to Treasure Island, Florida to a point(s) specified in the Contract or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss will be passed to the City of Treasure Island until after receipt of delivery has been acknowledged by authorized representative of the City of Treasure Island.

8. **Mistakes.** Bidders are expected to examine the conditions, scope of work, bid prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the Bidder's risk. The actual unit prices of bid will govern an award.

9. **Bid Withdrawals.** A bid may be withdrawn by an appropriate document duly executed in the same manner that a bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened bid will be returned to the Bidder. If a Bidder wishes to modify its bid prior to bid opening, Bidder must withdraw its initial bid and submit a new bid prior to the date and time for the opening of Bids. Withdraw of a bid will not prejudice the rights of a Bidder to submit a new bid prior to the bid submission deadline date and time. After expiration of the period for receiving bids no bid may be modified or withdrawn.

10. **Selection of Bid.** Prior to contract award, any Bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of bid and any proposed subcontractors, suppliers and individuals, or entities to perform the Work in accordance with the Contract Documents. In evaluating whether a Bidder is responsible, the City will consider the qualifications of the Bidder and may consider the qualifications and experience suppliers

proposed for those portions of the Work for which the identify suppliers must be submitted as provided in the Bid Documents. The City will also consider whether the Bidder is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City, at its sole discretion, may select the Bidder that it believes is appropriately qualified, responsible, and responsive.

11. **Award of Bids.** The combined lump sum prices on the original sublimated bid form will be the price used for ranking the proposals at the bid opening. Recommendation for award of Proposal are made to the City Commission based on the lowest, responsive, and most responsible Bidder meeting all conditions and requirements of the specifications. The contract awarded will be legally binding on both parties at the time of award by the City Commission.

12. **Rejection of Bids.** The City of Treasure Island reserves the right to accept or reject any or all Bids.

13. **Identical Tie Proposals.** In the event that two or more Bids are identical in price, quality, and service, preference will first be given to businesses with a compliant Drug-Free Workplace Policy. Established procedures for processing ties Bids will be followed in the event that none of the tied Bidders have said policy.

14. **Protests.** Bidders who do not agree with the City's recommendation for award will be afforded the opportunity to protest the recommendation by submitting written notice to the contracting department head. Such notice will be given to the City's Purchasing Coordinator within three (3) working days after notice of award. The protest must state the grounds for the protest and the action requested. Bids not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The petitioner will be furnished a copy of the written determination and recommendation.

15. **Lobbying.** Lobbying is prohibited in all City of Treasure Island competitive selection processes and contract awards including but not limited to, requests for qualifications, bids, or proposals the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a bid protest being resolved, or the competitive selection process being otherwise concluded. The prospective Bidder may contact the City's main office as specified on page 1 of this Invitation to Bid, to address situations such as clarifications relating to the procurement process or Bidder protest.

Lobbying of evaluation committee members, city government employees, or elected officials regarding invitation to bids, request for qualifications, invitations to bid, purchasing contracts, or bid protests, by the Bidder/protestor any member of the Bidder's/protestor's staff, any agent or representative of the Bidder/protestor, or any person employed by any legal entity affiliated with or representing a Bidder/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the City Commission, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a Bidder/protestor will result in the disqualification or rejection of the Proposal, quotation, statement of qualification, Proposal or contract, and may lead to debarment of the Bidder or Bidder/protestor.

For purposes of this provision, lobbying means influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified in this section involved in the selection, ranking, or contract award in connection with any invitation to bid, request for quotation, requests for qualification, Proposal or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract will be the effective date of the purchasing contract.

Any evaluation committee member, city government employee or elected official who has been lobbied must immediately report the lobbying activity to the City Manager.

16. **Bids From Related Parties or Multiple Bids Received From One Bidder.** Where two (2) or more related parties each submit a Bid or multiple Bids are received from one (1) Bidder, for any contract, such Bids will be judged non-responsive. Related parties mean Bidders or the principles thereof, which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principles thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract.

17. **Assignment/Subcontracting/Corporate Acquisition and/or Mergers.** The Contractor shall perform this Contract. If a Bidder intends to subcontract a portion of this work, the Bidder must disclose that intent in the Bid. No assignment or subcontracting will be allowed without prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which will not be unreasonably exercised by the City, includes but is not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception will constitute approval for purposes of this Contract.

18. **Additional Requirements.** The City reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the City as an amendment to this Agreement and authorized in writing, the Contractor must provide such additional requirements as may become necessary.

19. **Required Disclosure.** With its bid submission the bidder must disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) Bidder, (ii) any business entity related to or affiliated with Bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Bidder or of any such related or affiliated entity. This disclosure will not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent or less of the outstanding shares of a Bidder whose stock is publicly owned and traded.

At its sole discretion, the City may reject any Proposal the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required in this Section. By submitting a Bid, Bidder recognizes and accepts that the City may reject the Proposal based upon the exercise of its sole discretion and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its Proposal based on these grounds.

20. **Public Entity Crimes.** By submitting a Bid, each Bidder is confirming that the company has not been placed in the convicted vendor list or the discriminatory vendor list as described in Sections 287.133 and 287.134, Florida Statutes.

a. A person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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.

b. A person or affiliate who has been placed on the discriminatory vendor list, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies 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 for a period of 36 months from the date of being placed on the discriminatory vendor list.

21. **Tax.** The City of Treasure Island is exempt from all State and local sales tax.

22. **Payment of Invoices.** Payment shall be considered full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work. The City of Treasure Island issues checks for payment of invoices biweekly. The signed purchase order and a correct invoice must have been received before payment can be made.

23. **Appropriations Clause.** By submitting a Bid, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

24. **Legal Requirements.** All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations govern the development, submittal and evaluation of all bids received in response to these specifications, and govern any and all claims between person(s) submitting a Proposal and the City of Treasure Island, by and through its officers, employees and authorized representatives. A lack of knowledge by the Bidder concerning any of the aforementioned will not constitute a cognizable defense against the legal effect thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

25. **Licenses, Registration and Certificates.** Each Bidder must possess at the time of submitting its Proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Treasure Island. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

26. **Permits and Taxes.** The Bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Where applicable, the City of Treasure Island will waive the fees related to city-issues permits.

27. **Public Records.** By submitting a Bid, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the Public Records Act and in accordance with Section 119.0701 of the Florida Statutes the Consultant may be subject to the Public Records Act. Any claim of confidentiality is waved upon submission, effective after bid opening pursuant to Section 119.07 of the Florida Statutes. Any subsequent contract entered into between the City and Contractor related to the scope of Work outlined in this ITB will be conditioned on the Contractor's compliance with the Public Records Act as provided in Section 119.0701 of the Florida Statutes.

28. **Unauthorized Aliens.** The City of Treasure Island will consider the employment by the Bidder of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Contract.

29. **Utilities.** The City of Treasure Island will not provide utilities such as water, electricity or refuse pickup unless noted in Proposal documents.

30. **Termination.** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause, whenever the City determines, in its sole discretion that such termination is in the best interests of the City. A Notice of Termination will be effective if delivered to the Bidder at least five (5) calendar days prior to the termination date contained in the Notice. The Notice of Termination shall specify the extent to which performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for the completed service, but no amount will be allowed for anticipated profit on unperformed services.

31. **Conflict of Interest**. The Bidder represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict any manner with the performance or services required in the Contract. The Bidder further represents that no person having any such interest will be employed by him/her during the agreement term and any extensions.

The Bidder shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided in the Contract. Such written notification must identify the prospective business association,

interest or circumstance, the nature of wok that the Bidder may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Bidder. The City agrees to notify the Bidder of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Bidder.

32. **Bonds.** Payment Bonds called for in the Bid Documents must meet and comply with the standards set forth in the General Conditions and the following:

- **A.** Surety must be licensed or authorized to do business in the State of Florida and must comply with section 255.05 of the Florida Statutes.
- **B.** Surety must have been in business and have a record of successful continuous operations for at least five (5) years.
- **C.** All bonds must be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, and the U.S. Treasury Department. Surety must have an A.M. Best Rating of A or better and A.M. Best Financial Size Category of Class VII or greater.
- **D.** Surety must issue performance and payment bonds in accordance with section 255.05 of the Florida Statutes.

The City reserves the right to reject any Surety. If the Surety or any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business terminates in any state where any part of the project is located or it ceases to meet the requirements of these Contract Documents, the Contractor must within five (5) days after notice thereof substitute another bond and Surety, both of which must be acceptable to the City. The General Conditions sets forth City's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to City, it must be accompanied by required bonds and insurance documentation.

If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times), the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

33. **Insurance Requirements.**

A. The CONTRACTOR is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the CITY accepts that the CONTRACTOR has satisfactorily completed all work required under the Contract; and cause SUBCONTRACTOR(S), if utilized, to acquire and maintain the same.

1. The CONTRACTOR, if selected, will provide the CITY with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement prior to the start of any work under this Agreement. In addition, the CONTRACTOR will provide to the CITY, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the CITY whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Treasure Island
Attention: Purchasing Coordinator
120 108th Avenue
Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both CONTRACTOR and SUBCONTRACTOR(S) shall be endorsed to include The City of Treasure Island as an Additional Insured.

3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the ITB and is signing the Agreement with the CITY.

4. CONTRACTOR shall notify the CITY within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by CONTRACTOR from its insurer.

B. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the CONTRACTOR unless excused from compliance in writing by the CITY. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the CITY.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1. Workers' Compensation: Florida Statutory Requirements
   Employer's Liability: $1,000,000 Each Employee
   $1,000,000 Each Employee Disease
   $1,000,000 Aggregate Disease

2. Commercial General Liability Insurance: The CONTRACTOR shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the CITY. The State of Florida, Department of Transportation shall be named as an Additional Insured.

$1,000,000 Per Occurrence
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal/Advertising Injury
$5,000,000 General Aggregate

When work is performed on or in the vicinity of utility-owned property or facilities, the utility shall be added along the State of Florida, Department of Transportation as an Additional Insured.

3. Business Automobile Liability Insurance: The CONTRACTOR shall provide coverage for all owned, hired, and non-owned vehicles.
$1,000,000 Combined Single Limit Per Accident

4. Property Insurance: CONTRACTOR will be responsible for all damage to its own property, equipment, and/or materials.

C. These insurance requirements shall not limit the liability of the CONTRACTOR and/or SUBCONTRACTOR(S).

D. All policies shall be written on a primary, non-contributory basis.

E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the CITY.

F. Companies issuing the insurance policy, or policies, shall have no recourse against the CITY for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the CONTRACTOR.

G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

H. Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the CONTRACTOR'S obligation to fulfill the insurance requirements specified in this Agreement.

J. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected. The CITY may order work to be stopped if conditions

exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

K. No Waiver

Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR or its SUBCONTRACTORS will relieve the CONTRACTOR or SUBCONTRACTOR from responsibility to prove insurance as required.

L. Indemnification Requirements

The CONTRACTOR will be required to agree to a provision requiring that it indemnify, defend, and hold harmless the CITY, any state, federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by CONTRACTOR, its agents, or employees during the performance of the Contract.

GENERAL and SPECIAL CONDITIONS ACKNOWLEDGMENT

ANY AND ALL SPECIAL CONDITIONS/SPECIFICATIONS FOR TO THIS SOLICITATION WHICH VARY FROM THESE GENERAL CONDITIONS WILL HAVE PRECEDENCE. BY SIGNING THIS ACKNOWLEDGMENT RESPONDENDTS ARE CERTIFYING THAT THEY HAVE READ AND AGREE TO BOTH THE GENERAL AND SPECIAL CODITIONS OF THIS SOLICITATION.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS BIDDER AGREES TO COMPLY WITH AND ACCEPTS THESE CONDITIONS.

Signature: _____ Date: 07/27/2023

Printed Name: Marisela Linares

AGENDA ITEM NO. I.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 23, 2023
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Execute Piggy Back Contract and Authorize Spending Authority with Ad-VANCE Personnel Services, Inc. for Temporary Staffing Services of up to $35,000.
BACKGROUND:	Ad-VANCE Personnel Services, Inc was awarded a "Piggy Back" Contract with the City in August 2022. This contract is a "Piggy Back" from a contract that was originally awarded by Pasco County. The contract was executed by the City Manager because it was not anticipated that the City would spend in excess of $25,000, which is the spending authority of the City Manager. Because of the tough employer market for santitation positions, the City has used this contract to procure temporary employees to help fill the gap for sanitation and as such anticipate that we will exceed $25,000 in services by the end of this fiscal year. As a result, the execution and spending authority requires the Commission to both approve of the contract and provide for the spending authority of up to $35,000 for staffing services with this vendor.
POLICY/PURPOSE:	To execute the piggy-back contract and approve the spending authority for Temporary Staffing Services with Ad-VANCE Personnel Services, Inc. in excess of $25,000, as required by the City's Purchasing Policy.
STRATEGIC PLAN RELEVANCE:	Goal 1: Protect City assets to sustain the future of Treasure Island.
ANALYSIS/DISCUSSION:	Due to the changeover in staff, specifically in the Sanitation, additional personnel services from time to time have been required. The additional personnel are Sanitation Workers. This contract has been successfully used since May 2022 and

is a 5-year contract for Temporary Staffing Services that will expire in May 2027. See attached **Exhibit 1 and Exhibit 2.**

Staff has been very happy with the services recieved through this contract and recommend the Commission to approve both the execution of the piggy-back contract as well as the spending authority of up to $35,000 for staffing services with this vendor.

FUNDING:

Funding for these purchases is coming from the Solid Waste Fund (430-5340-34000).

MOTION:

I move to approve / deny the execution of the piggy-back contract and authorize the City Manager's spending authority of up to $35,000 with Ad-VANCE Personnel Services, Inc for Temporary Staffing Services.

ATTACHMENTS:

Exhibit 1 - AdVance Personnel Services Inc_ Temporary Staffing Services Agreement 08 22 2022.pdf

Exhibit 2 - Pasco County BoCC Signed Contract 2022.pdf

CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND Ad-VANCE Personnel Services, Inc.

PERTAINING TO

Temporary Staffing Services

CONTRACT NUMBER PB 22-034

This Contract is made and entered into on the 22nd day of August, 2022 ("**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 Ad-VANCE Personnel Services, Inc., whose address is 3911 Golf Park Loop, Ste. 103, Bradenton, FL 34203 ("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive proposal to Pasco County for Temporary Staffing Services in response to RFP-CA-22-042 and subsequently entered into a contract dated 05/17/2022 with Pasco County, as set forth in Exhibit A, the attached Contract Documents;

WHEREAS, the CONTRACTOR agreed to make available to the CITY the prices submitted should the CITY desire to buy under the terms and conditions of the Pasco County Contract;

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for Temporary Staffing Services in the City of Treasure Island and the City Commission desires to procure those services under the Pasco County Contract; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants are set forth, which the parties hereto agree as follows:

1. RECITALS. The Recitals are true and correct and are incorporated herein.

2. SCOPE OF WORK. The Scope of Work is identified in the Pasco County Contract, and the CONTRACTOR's scope of work with the CITY more specifically defined in Exhibit B attached hereto and incorporated herein.

3. CONTRACT TERMS.

   a. The Contract will consist of and include all of the agreement terms and conditions and component documents comprising the Pasco County Contract. With exception of references to public entity Pasco County, manuals, procedures, policies or departments, when the "Pasco County" is mentioned in the Pasco County Contract, per this Contract "Pasco County" should be replaced with "CITY."

   b. CONTRACTOR agrees to furnish all labor, equipment, machine and the skill necessary for the entire work effort as set forth in the Pasco County Contract to the satisfaction of the CITY or its duly authorized representative.

   c. The CITY agrees to pay the CONTRACTOR for services rendered in accordance with the primary structure set forth in the Pasco County Contract and more particularly described in Exhibit B.

   d. Pursuant to Sec. 6.2 - Terms of Payment of the Pasco County Contract, invoices for City Work will be submitted to:

      The City of Treasure Island
      Attention: Accounts Payable
      120 108th Avenue
      Treasure Island, Florida 33706
      Phone: (727)-547-4575
      Fax: (727)-547-4582
      mevans@mytreasureisland.org

   or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above. All notices required to be given to CONTRACTOR under this Contract will be sent to CONTRACTOR at the address first listed in this Contract or such other address as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above.

4. The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONTRACTOR agrees, to the extent

required by law, to keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

a. 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;
b. 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
c. meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, cityclerk@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

5. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with section 448.095(2), Florida Statutes, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned

to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit state that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If the City has a good faith belief that the Contractor or subcontractor has knowingly violated section 448.09, Florida Statutes, it must terminate the Contract.

6. Miscellaneous

a. Entire Agreement. This Contract represents the entire agreement. No prior discussions or negotiations will be enforceable, unless included in this Contract.

b. Assignment; Amendment or Modification. This Contract is not assignable. Any modification to this Contract must be made in writing, executed by both Parties.

c. Governing Law; Effective Date. This Contract will be governed and construed in accordance with the laws of the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above identified venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Contract.

d. Nothing in this Contract will be interpreted as a waiver by the CITY of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the CITY expressly reserves these rights to the full extent allowed by law. This provision will survive completion or termination of this Contract.

e. It is understood and agreed by the Parties that if any part, term or provision of this Contract 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 Contract did not contain the particular part, term or provision held to be invalid.

f. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability. 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 Contract will be deemed and treated as drafted jointly by all the

Parties. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any Party to the Contract, 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 Contract has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital.

g. All words used in this Contract in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Contract are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.

h. Each of the Parties to this Contract covenants to the other Party to this Contract that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner set forth below.

i. This Contract must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written and remain in effect as provided in the Pasco County Contract.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have signed this Contract.

AS TO CONTRACTOR:

Ad-VANCE Personnel Services, Inc.
Company Name

BRION SUNSERI
Printed Name

OWNER / PRESIDENT
Title

Signature

ATTEST:

Celine Kidwell
City Clerk

CITY OF TREASURE ISLAND, FLORIDA:

City Manager

Exhibit A

PASCO COUNTY PROFESSIONAL SERVICES AGREEMENT

THIS **PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "Agreement") by and between PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "COUNTY"), and Ad-VANCE Personnel Services, Inc., d/b/a Ad-VANCE Talent Solutions, Inc., a Florida Profit Corporation, whose address is 3911 Golf Park Loop, Suite 103, Bradenton, FL 34203 (hereinafter referred to as "PROFESSIONAL").

RECITALS:

WHEREAS, the COUNTY issued a Request for Proposals (**RFP-CA-22-042**) - **Temporary Staffing Services**, together with any addenda (collectively referred to as "the RFP") to secure the services of an experienced consultant to render, among other services, ongoing and as needed temporary staffing services, with experience in serving local governments; and

WHEREAS, the PROFESSIONAL desires to render the services as described in the attached EXHIBIT "A" Scope of Services, and the PROFESSIONAL hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the PROFESSIONAL submitted a response to the RFP which was deemed by the COUNTY to be among the top three most responsive and responsible, which is incorporated herein by reference and made a part hereof as EXHIBIT "B"; and

WHEREAS, the COUNTY desires to retain the PROFESSIONAL to provide **Temporary Staffing Services**; and

WHEREAS, the COUNTY has selected the PROFESSIONAL in accordance with competitive bidding procedures pursuant to the RFP; and

WHEREAS, the PROFESSIONAL hereby certifies that it has been granted and possesses a valid, current license to do business in the State of Florida and in Pasco County, Florida, issued by those state boards and/or governmental agencies responsible for regulating and licensing the PROFESSIONAL services to be provided and performed by the PROFESSIONAL pursuant to this Agreement; and

WHEREAS, the PROFESSIONAL has been informed of and has reviewed the PROFESSIONAL services required to be performed pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions, and terms hereinafter set forth in this Agreement; and

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual covenants, terms, and provisions hereinafter set forth, the parties, as indicated by their respective execution of this Agreement, agree that a Contract shall exist between the COUNTY

and the PROFESSIONAL specifically consisting of:

SECTION 1 - DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, interpretation and meaning of such terms as they appear throughout this Agreement.

1.1 - COUNTY

The term COUNTY shall refer to the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the COUNTY'S behalf relative to this Agreement.

1.2 - COUNTY ADMINISTRATOR

The term COUNTY ADMINISTRATOR shall refer to the County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them hereunder and pursuant to the County's Purchasing Ordinance.

1.3 - PROFESSIONAL

The term PROFESSIONAL shall refer to the individual, company, or firm which will offer the PROFESSIONAL SERVICES and, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the work, materials, and/or services of SUBPROFESSIONALS required under the covenants, terms and provisions contained in this Agreement and any and all MODIFICATIONS issued pursuant thereto.

1.4 – PROFESSIONAL SERVICES

The term PROFESSIONAL SERVICES shall refer to all of the work, materials and services, and all related professional, technical, and administrative activities which are necessary to be provided and performed by the PROFESSIONAL, its employees, and any subprofessionals that the PROFESSIONAL may engage to provide, perform, and complete the services required pursuant to the provisions of this Agreement.

1.5 - SUBPROFESSIONAL

The term SUBPROFESSIONAL shall refer to any individual, company, or firm offering professional services that is engaged by the PROFESSIONAL to assist the PROFESSIONAL in providing and performing the PROFESSIONAL SERVICES for which the PROFESSIONAL is contractually obligated, responsible, and liable to provide and perform pursuant to the provisions of this Agreement. The use of any SUBPROFESSIONAL(S) must be approved in writing by the COUNTY ADMINISTRATOR or his designee before such SUBPROFESSIONAL(S) may be retained by the PROFESSIONAL.

The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement or contract entered into between the CONSULTANT and any SUBPROFESSIONAL.

1.6 - ADDITIONAL SERVICES

The term ADDITIONAL SERVICES shall refer to such PROFESSIONAL SERVICES the COUNTY may request or authorize the PROFESSIONAL to provide or perform relative to this Agreement which are not included in the Agreement. ADDITIONAL SERVICES shall be authorized by the execution of both parties to this Agreement of a MODIFICATION. ADDITIONAL SERVICES shall constitute a continuation of the PROFESSIONAL SERVICES under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.

1.7 - MODIFICATION

The term MODIFICATION shall refer to a written document executed by both the COUNTY and the PROFESSIONAL setting forth and authorizing PROFESSIONAL SERVICE tasks which were not set forth in and are supplemental to this Agreement.

The amount of the change in contract compensation and time set forth in any MODIFICATION(S) executed and issued under this Agreement shall be understood and agreed by both the COUNTY and the PROFESSIONAL to be fair, equitable, and adequate and to represent the total of all costs associated with said MODIFICATION.

1.8 – PASCO COUNTY REPRESENTATIVE (PCR)

The term PASCO COUNTY REPRESENTATIVE (PCR) shall refer to that person employed by the COUNTY designated to serve and act on the COUNTY'S behalf to provide direct contact and communication between the PCR the PROFESSIONAL throughout the Effective Period of this Agreement. The PCR is not authorized to, and shall not, issue any verbal request or instruction to the PROFESSIONAL that would have the effect, or be interpreted to have the effect, of modifying or changing in any way: (1) the scope of PROFESSIONAL SERVICES to be performed by the PROFESSIONAL; (2) the time the PROFESSIONAL is obligated to commence and complete all such services; and/or (3) the amount of compensation the COUNTY is obligated to pay the PROFESSIONAL. The PCR shall review and make appropriate recommendations on all requests submitted by the PROFESSIONAL for payment for services and work provided and performed pursuant to this Agreement and any MODIFICATION(S) issued thereof.

SECTION 2 – TERM

Except as otherwise specified herein, this Agreement shall remain in full force and effect for a period of **five (5) years** from the effective date of this Agreement, unless extended or terminated earlier as otherwise provided in this Agreement. The effective date for this Agreement shall be defined as the day and year that this Agreement is executed by the COUNTY.

SECTION 3 – SCOPE OF PROFESSIONAL SERVICES

The PROFESSIONAL agrees to provide Professional Services (PROFESSIONAL SERVICES) for the Project as identified in EXHIBIT "A" (Scope of Services) which is attached hereto and incorporated by reference. The terms and provisions of Exhibit "A" are intended to be complementary and supplementary to the terms of this Agreement. In case of conflict between the Agreement and Exhibit "A", the Agreement shall control.

SECTION 4- PROFESSIONAL'S RESPONSIBILITIES

The obligations of the PROFESSIONAL with respect to all PROFESSIONAL SERVICES authorized pursuant to this Agreement and any MODIFICATION(S) issued thereof shall include, but not be limited to, the following:

4.1 - LICENSES

The PROFESSIONAL agrees to maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Pasco County, Florida, including, but not limited to, licenses required by the respective regulatory boards and/or other governmental agencies responsible for regulating and licensing the PROFESSIONAL SERVICES provided and performed by the PROFESSIONAL pursuant to this Agreement.

4.2 - PERSONNEL

(1) QUALIFIED PERSONNEL

The PROFESSIONAL agrees that when services to be provided and performed pursuant to this Agreement relate to PROFESSIONAL SERVICES which, under the Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such service, the PROFESSIONAL will employ and/or retain only qualified personnel to be in responsible charge of all such services.

(2) PROFESSIONAL'S PROJECT MANAGER

The PROFESSIONAL agrees to employ and designate in writing a qualified, and if required by law, a licensed professional to serve as the PROFESSIONAL'S PROJECT MANAGER. The PROFESSIONAL'S PROJECT MANAGER shall be authorized and responsible to act on behalf of the PROFESSIONAL with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this Agreement and any MODIFICATION(S) issued thereof. The PROFESSIONAL'S PROJECT MANAGER shall have full authority to bind and obligate the PROFESSIONAL on any matter arising under this Agreement unless substitute arrangements, acceptable to the COUNTY, have been furnished to the COUNTY in writing.

(3) REMOVAL OF PERSONNEL FROM WORK ON THE PROJECT

The PROFESSIONAL agrees to promptly remove and replace, within three (3) calendar days of receipt of a written request from the COUNTY, the PROFESSIONAL'S PROJECT

MANAGER, or any other personnel employed or retained by the PROFESSIONAL, or personnel of any SUBPROFESSIONAL(S) engaged by the PROFESSIONAL pursuant to this Agreement. The COUNTY may make such request for the removal of personnel with or without cause.

SECTION 5 - COUNTY'S RESPONSIBILITIES

The COUNTY'S responsibilities are as follows:

5.1 - DESIGNATION OF AUTHORITY

The COUNTY hereby designates the County Administrator, or his designee, to act on the COUNTY'S behalf with respect to the Scope of Services of this Agreement. The County Administrator, or his designee, shall have complete authority to transmit instructions, receive information, interpret, and define COUNTY'S policies and decisions with respect to materials, elements, and systems pertinent to the PROFESSIONAL SERVICES.

5.2 - DESIGNATION OF PASCO COUNTY REPRESENTATIVE

The COUNTY agrees, after execution of this Agreement, to properly advise the PROFESSIONAL, in writing, of the person designated to serve and act as the PASCO COUNTY REPRESENTATIVE pursuant to the provisions of Article 1.8 of this Agreement.

5.3 - INFORMATION PROVIDED BY THE COUNTY

Within a reasonable time from request of by the PROFESSIONAL, the COUNTY shall make available to the PROFESSIONAL all information and data that is available in the COUNTY'S possession and is relative to the PROFESSIONAL SERVICES to be provided by the PROFESSIONAL and its SUBCONSULTANT(S) pursuant to this Agreement. This information and data will include the COUNTY'S objectives and constraints, previous studies and design plans, surveys, aerial photographs, maps, environmental reports, photographs, analytical data, and any other relevant information, which is requested by the PROFESSIONAL in writing.

5.4 - ACCESS TO COUNTY PROPERTY

The COUNTY agrees, with reasonable prior written notice given by the PROFESSIONAL, to provide the PROFESSIONAL with access to COUNTY property, facilities, buildings, and structures to enable the PROFESSIONAL to provide and perform any required PROFESSIONAL SERVICES and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangements with the COUNTY, or in such a manner to adversely affect the public health, safety, or welfare.

SECTION 6 - COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall pay the PROFESSIONAL for all authorized PROFESSIONAL SERVICES rendered hereunder by the PROFESSIONAL and any authorized SUBPROFESIONAL(S) and completed in accordance with the requirements, provisions, and/or terms of this Agreement and/or

MODIFICATION(S) and in accordance with the provisions delineated below:

6.1 - PAYMENT METHODS

The fee paid to the PROFESSIONAL shall be based on one of the following methods or any combination thereof as determined by the COUNTY in its sole discretion:

(1) LUMP-SUM PAYMENT METHOD

The COUNTY may pay a negotiated fixed-price amount for the overall Scope of PROFESSIONAL SERVICES to be provided under this Agreement or for a particular work item or items within the Scope of such services as a Lump Sum. The Lump-Sum compensation amount will be estimated based on the PROFESSIONAL'S STANDARD RATES, established in its Proposal incorporated herein as EXHIBIT "B", plus Reimbursable Expenses described in Subsection (3) and SUBPROFESSIONAL CHARGES as described in Subsection (5) below; which EXHIBIT is attached hereto and incorporated herein by reference. The Lump-Sum Compensation Method shall anticipate that all costs for the PROFESSIONAL SERVICES required are known and that no modifications to the established Lump-Sum amount will be necessary. The COUNTY may also elect to apply the Lump-Sum Compensation Method on a line-item basis for a particular service or activity as defined within EXHIBIT "A" and/or a MODIFICATION to the Agreement. If the Lump-Sum Compensation Method is used, no additional documentation regarding costs for work will be required to be attached to the PROFESSIONAL'S invoices for Lump-Sum payment for the Project or for a specific line item or items within the agreed upon Scope of Services (as it may be amended).

(2) NOT-TO-EXCEED PAYMENT METHOD

The COUNTY will pay the PROFESSIONAL'S direct salaries which are defined as the hourly unloaded rate (without benefits added) per job classification (DIRECT SALARIES) needed to perform the services to be provided, as applicable, subject to a future established limiting amount, which Not to Exceed method shall be delineated through a MODIFICATION to this Agreement. In addition to payment of the aforementioned DIRECT SALARIES, the COUNTY shall pay the PROFESSIONAL Additional Charges as established pursuant to subsection (4) below, plus Reimbursable Expenses in accordance with the provisions of subsection (3) below, plus SUBPROFESSIONAL charges in accordance with the provisions of subsection (5) below. Additional Charges shall not be allowed on any premium portion of overtime or on any Reimbursable Expenses or SUBPROFESSIONAL charges. In no event shall the established Not to Exceed method be increased except through the issuance of a MODIFICATION approved by the COUNTY. The COUNTY may also elect to apply the Not to Exceed method on a line-item basis for a particular ADDITIONAL SERVICE defined within a MODIFICATION.

(3) REIMBURSEABLE EXPENSES

The COUNTY shall pay the PROFESSIONAL for Reimbursable Expenses in accordance with the provisions of this Article and identified on EXHIBIT "B". The term Reimbursable

Expenses shall mean the PROFESSIONAL'S and/or the SUBPROFESSIONAL(S) out-of-pocket costs for items directly charged to any task performed pursuant to this Agreement including, but not limited to, charges for printing services and copying (both in-house or subcontracted), fees, and per diem and travel expenses of the PROFESSIONAL'S employees not to exceed the statutory limits delineated in Chapter 112.061, Florida Statutes.

The COUNTY shall only compensate the PROFESSIONAL for Reimbursable Expenses which are directly charged to tasks performed pursuant to this Agreement, which are not included in the PROFESSIONAL'S Overhead Rate and which are consistently charged to all clients. The COUNTY, in its sole discretion, may require the PROFESSIONAL to verify and/or provide supporting documentation which demonstrates that Reimbursable Expenses for which compensation has been sought have been generated or originated from or by a task performed pursuant to this Agreement. If the PROFESSIONAL seeks compensation for CADD, PC'S or Facilities Capital Cost of Money (FCCM) as a Reimbursable Expense, the cost basis for the unit rates used for such items must be fully supported by appropriate documentation. All Reimbursable Expenses shall be charged at the actual cost to the PROFESSIONAL.

(4) ADDITIONAL COSTS

All parties agree that any additional costs for work or services to be provided or performed pursuant to this Agreement and/or any subsequent MODIFICATIONS, or pursuant to any other method utilized by the parties for determining the original costs of work or services to be provided or performed by the PROFESSIONAL, must be approved in writing by the COUNTY. If such additional costs are not authorized by the COUNTY in writing, no payment, reimbursement, or compensation for such additional costs shall be tendered by the COUNTY to the PROFESSIONAL.

(5) SUBPROFESSIONAL CHARGES

The PROFESSIONAL SERVICES of any SUBPROFESSIONAL(S), whose expertise is required within the scope of the PROFESSIONAL'S work under this Agreement, will be paid in accordance with the fees identified in EXHIBIT "B" (which is attached hereto and incorporated herein by reference) for such services.

6.2 - TERMS OF PAYMENT

(1) PAYMENT FOR SERVICES PERFORMED

The COUNTY shall pay the PROFESSIONAL on the basis of services completed for tasks set forth in this Agreement and any MODIFICATIONS agreed upon by the PROFESSIONAL and the COUNTY. Payments shall be made for the PROFESSIONAL'S work-in progress or completed service items based on the agreed method of compensation as outlined in the Agreement.

When the Lump-Sum Payment Method is used for a particular service or activity within the Project completion schedule, the COUNTY shall pay the PROFESSIONAL for services performed for on the basis of the invoice statement covering the PROFESSIONAL'S work-in-progress expressed as a percentage of the total cost of the work and/or services required for each service or activity involved. All such work-in-progress percentages are subject to review and approval by the PASCO COUNTY REPRESENTATIVE. The decision of the COUNTY shall be final as to work-in-progress percentages to be paid. Payment by the COUNTY for a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or work-in-progress. The PROFESSIONAL shall be responsible for correcting, re-doing, modifying, or otherwise completing the work and services required for each service or activity before receiving final full payment, whether or not previous work-in-progress payments have been made by the COUNTY.

(2) PAYMENT SCHEDULE

The COUNTY shall issue payment to the PROFESSIONAL as invoices are provided from the PROFESSIONAL, which invoices must be in acceptable form and must contain the requested detailed description of charges. Should the COUNTY object or take exception to the amount of the PROFESSIONAL'S invoice statement, the COUNTY shall notify the PROFESSIONAL of such objection or exception within twenty (20) business days from date of payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said twenty (20) business day period, the COUNTY, as represented by the PASCO COUNTY REPRESENTATIVE, shall have the authority to withhold the disputed amount and make payment to the PROFESSIONAL of any amount not in dispute. Payment of any disputed amount, or adjustment thereto resolved by mutual agreement of the parties will be paid in accordance with the Local Government Prompt Payment Act.

SECTION 7 - TIMELY ACCOMPLISHMENT OF SERVICES

The PROFESSIONAL, at all times that this Agreement is in effect, shall ensure that sufficient time remains in the project schedule within which to complete the services required and authorized hereunder and/or authorized by any given MODIFICATION(S) to the Agreement. In the event that there are delays which would modify or extend the completion date, the PROFESSIONAL shall, within seven (7) calendar days of discovery of such delay, submit a written request to the COUNTY seeking a time extension to complete the Project. The request shall specifically identify the reason(s) for the delay and the amount of time related thereto.

In the event the specified time of performance for a given MODIFICATION expires and the PROFESSIONAL has not requested a time extension, or if the COUNTY has denied a request for a time extension in writing, partial progress payments will be stopped on the date time expires.

Should the PROFESSIONAL be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROFESSIONAL, the PROFESSIONAL shall notify the COUNTY in writing within seven (7) calendar

days after commencement or discovery of such delay, stating the cause(s) and requesting an extension of the PROFESSIONAL'S time of performance. Causes beyond the control of the PROFESSIONAL shall include, but are not limited to, court orders and injunctions, actions or rulings of any federal, state or municipal authority (including the COUNTY) having jurisdiction over any project and/or any Force Majeure event as delineated in Section 19.03 of this Agreement.

Upon receipt of the PROFESSIONAL'S request for an extension of time for cause(s) beyond the control of the PROFESSIONAL, the COUNTY ADMINISTRATOR or his designee shall have the discretion to grant an extension of time for up to an additional one hundred eighty (180) calendar days, if the COUNTY determines the delay encountered by the PROFESSIONAL was due to causes beyond its control and not attributable to the fault, error, omission or neglect of the PROFESSIONAL. All other extensions of time must be approved by the Board of County Commissioners.

SECTION 8 - FAILURE TO PERFORM IN A TIMELY MANNER

The timely performance, provision and completion of the required services, work and materials is vitally important to the interests of the COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement. The COUNTY may suffer damages in the event that the PROFESSIONAL does not accomplish and complete the required services in a timely manner. The PROFESSIONAL agrees to employ, engage, retain and/or assign an adequate number of qualified personnel throughout the period this Agreement is in effect so that all PROFESSIONAL SERVICES will be provided and performed in a timely and diligent manner.

If the PROFESSIONAL fails to commence, provide, perform and/or complete any service required under this Agreement in a timely and diligent manner as determined by the COUNTY, or within a specified time period delineated in executed MODIFICATION(S), the COUNTY, in its sole discretion, may terminate this Agreement.

As an alternative to termination, the COUNTY may also, at its option, upon written notice to the PROFESSIONAL, withhold any and all payments due and owing to the PROFESSIONAL, not to exceed the amount of the compensation for any work in dispute, until such time as the PROFESSIONAL resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or as set forth in any MODIFICATION(S) issued pursuant thereto.

Should the PROFESSIONAL be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the PROFESSIONAL, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of COUNTY including any of its agents or employees, fires, floods, epidemics, quarantine regulations, strikes or lockouts, then the PROFESSIONAL shall notify the COUNTY in writing within ten (10) calendar days after commencement of such delay, stating the cause or causes thereof, or shall be deemed to have waived any right which the PROFESSIONAL may have had to request an extension to the time specified in this Agreement.

Upon receipt of the PROFESSIONAL'S request for an extension of time for the reason(s) set forth above, the COUNTY ADMINISTRATOR or his designee shall have the discretion to grant an extension of time.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the PROFESSIONAL'S services for any cause whatsoever, including those for which the COUNTY, including any of its agents or employees, may be responsible in whole or in part, shall relieve the PROFESSIONAL of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The PROFESSIONAL'S sole remedy against the COUNTY in the event of such interruption, interference, inefficiency, suspension or delay in the commencement or progress of such services shall be the right to seek an extension to the time stated in this Agreement. However, such extension shall not operate as a waiver of any other rights of the COUNTY. This section shall expressly apply to claims for early completion, as well as claims based on late completion.

SECTION 9 - STANDARDS OF PROFESSIONAL SERVICE

The work and services to be provided and/or performed by the PROFESSIONAL shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by any governmental agency having jurisdiction over all or a portion of any work performed under this Agreement in effect at the time the COUNTY executes this Agreement and/or which may subsequently be changed or revised. All final documents, reports, studies, or other data prepared by the PROFESSIONAL shall bear a professional's seal/signature in accordance with the applicable Florida Statutes and/or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

SECTION 10 - PROFESSIONAL'S QUALITY CONTROL

10.1 - RESPONSIBILITY TO CORRECT

The PROFESSIONAL agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, and other services, work, and materials performed, provided, and/or furnished by PROFESSIONAL, or any SUBPROFESSIONAL(S) utilized by the PROFESSIONAL, pursuant to this Agreement.

Upon written notice from the COUNTY, the PROFESSIONAL shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, calculations, estimates, plans, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the PROFESSIONAL.

If the PROFESSIONAL does not correct the defective work within the time specified in the

COUNTY'S written notice, the COUNTY may have the deficiency corrected. All direct or indirect costs of such correction shall be paid by the PROFESSIONAL or deducted from payment due to the PROFESSIONAL.

If any work or submittal prepared by the PROFESSIONAL contains an error, omission, deficiency, or mistake and the PROFESSIONAL fails to correct such error, omission, deficiency, or mistake within the time period established for completion in the notice to correct, the COUNTY, in its discretion, may, elect to terminate this Agreement.

10.2 - COUNTY'S APPROVAL SHALL NOT RELIEVE PROFESSIONAL OF RESPONSIBILITY

Neither review, approval, or acceptance by the COUNTY of data, studies, calculations, estimates, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROFESSIONAL shall in any way relieve the PROFESSIONAL of responsibility for the adequacy, completeness, and accuracy of its services, work and/or materials, or the services, work and materials. Neither the COUNTY'S review, approval, or acceptance of, nor payment for, any of the PROFESSIONAL'S work, services, and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action the COUNTY may have arising out of the performance of this Agreement.

The PROFESSIONAL agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any action or omission of the PROFESSIONAL in which the COUNTY participates either through review of or concurrence with the PROFESSIONAL'S actions. In reviewing, approving, or rejecting any submissions or other work prepared by the PROFESSIONAL, the COUNTY in no way assumes or shares any of the responsibility or liability of the PROFESSIONAL under this Agreement.

SECTION 11 - PROFESSIONAL TO REPAIR PROPERTY DAMAGE CAUSED BY THE PROFESSIONAL OR ITS SUBPROFESSIONALS

The PROFESSIONAL agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the COUNTY, any property damage arising out of, or caused by, the willful or negligent acts of the PROFESSIONAL and/or its SUBPROFESSIONAL(S). The COUNTY reserves the right, should the PROFESSIONAL fail to make such repairs and/or replacements within a reasonable period of time, to cause such repairs and/or replacements to be made. All costs and expenses associated with having such repairs and/or replacements performed shall be paid for by the PROFESSIONAL directly or via reimbursement to the COUNTY from the PROFESSIONAL.

SECTION 12 - REPORTS AND REVIEWS

The COUNTY may, at any time, require the PROFESSIONAL to report in writing in a format approved by the COUNTY on the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the COUNTY may require the PROFESSIONAL to provide an estimate of the overall percentage of completion.

The COUNTY will monitor the PROFESSIONAL'S work product for compliance with project standards and criteria and may make comments and recommendations to the PROFESSIONAL regarding the work. However, any such monitoring or comments and recommendations by the COUNTY, or absence thereof, shall not relieve the PROFESSIONAL of any of its obligations under this Agreement. The PROFESSIONAL retains sole authority and responsibility for the adequacy and accuracy of its PROFESSIONAL SERVICES in accordance with generally accepted practices.

SECTION 13 - DOCUMENTS

The documents which comprise this Agreement between the COUNTY and the PROFESSIONAL consist of the following:

1. This Professional Services Agreement and its Exhibits.
2. The RFP and any written amendments, modifications, or addenda to the RFP.
3. Any MODIFICATIONS issued pursuant to this Agreement and executed by the COUNTY and the PROFESSIONAL.

SECTION 14 - COMPLIANCE WITH LAWS AND REGULATIONS

The PROFESSIONAL shall observe and comply with all applicable federal and state laws, COUNTY and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project and all work performed pursuant to this Agreement. All applicable federal, state, and local laws and ordinances are deemed to be included in this Agreement the same as though herein written out in full.

SECTION 15 - PROHIBITION AGAINST CONTINGENCY FEES

The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that the PROFESSIONAL has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the PROFESSIONAL, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 16 - TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

The PROFESSIONAL certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price, and any additions thereto, shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or

non-current wage rates and other factual unit costs. The PROFESSIONAL represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes. The COUNTY may exercise its rights under this "certification" within one (1) year following final payment.

SECTION 17 - COMPLIANCE WITH PUBLIC RECORDS ACT

The PROFESSIONAL shall allow public access to documents and materials made or received pursuant to this Agreement by either party in accordance with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the PROFESSIONAL shall (a) keep and maintain public records required by the COUNTY to perform the services under the Agreement; (b) upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the PROFESSIONAL does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the PROFESSIONAL. Upon transfer, the PROFESSIONAL shall destroy any duplicate public records that are exempt or confidential and exempt from the public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

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 LORRAINE ATWATER, 727-847-8048, LATWATER@PASCOCOUNTYFL.NET, 7536 STATE STREET, SUITE 111, NEW PORT RICHEY, FLORIDA 34554

Under Florida law, a PROFESSIONAL who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

SECTION 18 - RETENTION OF DOCUMENTS

All documents prepared or obtained under this Agreement are the property of the COUNTY without restriction or limitation on their use and shall be made available upon request to the COUNTY at any time.

Said records and documentation shall be retained by the PROFESSIONAL and made available to the COUNTY for a minimum of five (5) years from the date of completion of the work. The COUNTY shall have the right to audit, inspect, and copy all such records and documentation as often as the COUNTY deems necessary during the term of this Agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the PROFESSIONAL shall retain records and supporting documentation until further notified.

SECTION 19 - CONFLICT OF INTEREST

The PROFESSIONAL represents that it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of the services required by this Agreement, and which interest has not been disclosed to the COUNTY in writing. The PROFESSIONAL expressly agrees that, throughout the Effective Period, it shall not acquire an interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, or which would conflict with any interest of the COUNTY. The PROFESSIONAL further agrees that no person having any such interest shall be employed or engaged by the PROFESSIONAL for said performance. In addition, the PROFESSIONAL shall require all SUBCONSULTANTS to comply with the provisions of this Article.

If the PROFESSIONAL is about to engage in representing another client, whom it in good faith believes could result in a conflict of interest with the work being performed by the PROFESSIONAL pursuant to this Agreement, then the PROFESSIONAL shall promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. The COUNTY will advise the PROFESSIONAL within twenty (20) calendar days, in writing, if such conflict of interest exists. If the COUNTY determines that a conflict of interest exists, the PROFESSIONAL and/or any SUBCONSULTANT shall decline the representation upon the COUNTY'S written notice. If the COUNTY determines that there is no such conflict of interest, then the COUNTY shall give its written consent to such representation.

In the event the PROFESSIONAL fails to advise or notify the COUNTY, as provided hereinabove, of representation which could, or does, result in a conflict of interest, or should the PROFESSIONAL fail to decline such representation upon the COUNTY'S written notice, the COUNTY may, in its sole discretion, terminate this Agreement in accordance with the provisions of Section 22 below.

SECTION 20 - INSURANCE

The PROFESSIONAL shall not commence any work pursuant to this Agreement until satisfactory proof of all insurance required hereunder has been provided to and approved by the COUNTY. It shall be the responsibility of the PROFESSIONAL to ensure that all SUBPROFESSIONAL(S) performing services pursuant to this Agreement comply with the insurance requirements of this provision. The PROFESSIONAL shall furnish to the COUNTY certificate(s) of insurance in the form required by COUNTY and, if requested by the COUNTY, the PROFESSIONAL shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the PROFESSIONAL has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension,

or cancellation of the insurance shall be effective without thirty (30) calendar days' prior written notice to the COUNTY, as provided below. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) calendar days' prior written notice by certified mail (return receipt requested) has been given to the COUNTY to the attention of the Pasco County Risk Manager, West Pasco Government Center, 7536 State Street, Suite 111, New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of this Agreement, a renewal certificate shall be issued within thirty (30) calendar days prior to said expiration. Compliance with the foregoing requirements shall not relieve the PROFESSIONAL of any liability and/or other obligations pursuant to this Agreement. Neither approval by the COUNTY, nor a failure to disapprove insurance certificates or policies furnished by the PROFESSIONAL, shall release the PROFESSIONAL from full responsibility of all liability or its obligations under this Agreement.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the COUNTY. All policies of insurance required by this Agreement shall be primary insurance with respect to the COUNTY, its officials, agents, or employees. Any insurance or self-insurance maintained by the COUNTY or its officials, agents, or employees, shall be in excess of the PROFESSIONAL'S insurance and shall not contribute with it. All policies of insurance required by this Agreement, except Workers' Compensation and Errors and Omissions Liability, shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy and shall contain a provision for severability of interests. The COUNTY shall also be listed as a certificate holder. All insurance policies required herein shall apply to all operations, activities, or use by the PROFESSIONAL or anyone employed by, contracting with, or acting at the PROFESSIONAL'S direction or supervision. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the COUNTY.

Any deductibles or self-insured retentions must be declared and approved by the COUNTY and are the responsibility of the PROFESSIONAL. The minimum kinds and limits of coverage to be carried by the PROFESSIONAL throughout the term of this Agreement shall be as follows:

20.1 - WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The PROFESSIONAL and all SUBPROFESSIONALS shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance for all employees working on this Agreement. Coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of $100,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees. In case any employee is engaged in any hazardous work pursuant to this Agreement and is not protected under the Workers' Compensation statute, the PROFESSIONAL and any

SUBPROFESSIONAL(S) shall provide for adequate insurance coverage to protect these employees, as required under Florida law.

20.2 – COMPREHENSIVE GENERAL LIABILITY INSURANCE

The Comprehensive General Liability Insurance shall include premises and/or operations, products and/or competed operations, broad form of property damage, XCU coverage, independent contractors, and contractual liability, and shall be written on an "occurrence basis."

Bodily injury and personal injury, including death:

- $1,000,000.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

20.3 – COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Comprehensive Automobile Liability Insurance shall include owned vehicles, hired, and non-owned vehicles, and employees' non ownership.

Bodily injury and personal injury, including death:

- $1,000,00.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

20.4 – PROFESSIONAL LIABILITY INSURANCE

The PROFESSIONAL shall maintain during the term of this Agreement standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence. The COUNTY may require a higher limit, as mutually agreed to with the PROFESSIONAL, for specific MODIFICATIONS.

SPECIAL INSTRUCTIONS: Occurrence form Professional Liability Insurance is highly preferred. However, in the event the PROFESSIONAL is only able to secure claims-made Professional Liability Insurance, special conditions apply. All certificates of insurance must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the PROFESSIONAL shall be obligated by virtue of this Agreement to maintain insurance coverage in effect with no less than limits of liability nor any more restrictive terms and conditions for a period of seven (7) years from the date of this Agreement. All Certificates of Insurance must clearly indicate whether the coverage is on a claim made or an occurrence basis.

SECTION 21 – SUSPENSION OF WORK

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth above, the COUNTY may, at its convenience, stop, suspend, supplement, or otherwise change all, or any part of, the PROFESSIONAL SERVICES set forth herein. The COUNTY shall provide written notice to the PROFESSIONAL in order to implement a stoppage, suspension, supplement, or change. If any engineering, professional or consulting services covered by this Agreement to be carried out by the PROFESSIONAL shall be suspended, abated, or terminated at the direction of the COUNTY for reasons unrelated to the quality of work provided by the PROFESSIONAL, the COUNTY shall pay the PROFESSIONAL for such services actually rendered prior to the suspension, abatement, or termination, and any reasonable additional costs incurred by the PROFESSIONAL to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees established in this Agreement.

SECTION 22 – TERMINATION

The COUNTY may terminate this Agreement for any one or more of the following reasons:

1. If adequate progress on any phase of the PROFESSIONAL'S SERVICES is not being made by the PROFESSIONAL as a direct result of the PROFESSIONAL'S failure to perform.
2. The quality of the PROFESSIONAL SERVICES performed by the PROFESSIONAL is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement and the particular services involved are considered by the COUNTY to be essential to the proper completion of the PROFESSIONAL SERVICES.
3. The PROFESSIONAL or any employee or agent of the PROFESSIONAL is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any PROFESSIONAL SERVICES that have been performed by the PROFESSIONAL.
4. The PROFESSIONAL becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
5. The PROFESSIONAL is in non-compliance with any other provision of this Agreement.

In the event of any of the causes described in Items (1) through (5) above, the PASCO COUNTY REPRESENTATIVE will send a written notice to the PROFESSIONAL requesting that the PROFESSIONAL show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) calendar days of receipt by the PROFESSIONAL of the show cause notice, the COUNTY may consider the PROFESSIONAL to be in default and may immediately terminate this Agreement.

Notwithstanding any other provision of this Agreement, this Agreement and/or any MODIFICATION(S) may be terminated for any reason by the COUNTY giving fourteen (14) calendar days' written notice to the PROFESSIONAL of the COUNTY'S intent to terminate. In the event that a task of this Agreement and/or any MODIFICATION is terminated, the COUNTY shall identify the specific task and/or MODIFICATION being terminated and the specific tasks and/or MODIFICATION(S) to be continued for completion, pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized tasks and/or

MODIFICATION(S) which are to be continued to completion, unless the Agreement is terminated in full.

In the event of termination of this Agreement, the COUNTY shall compensate the PROFESSIONAL only for: (1) all services performed and accepted by the COUNTY prior to the effective date of the termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROFESSIONAL in affecting the termination of services, including costs incurred by submittal to the COUNTY of project drawings, plans, data, and other documents.

The PROFESSIONAL shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with services which are terminated, suspended, eliminated, or cancelled.

Upon termination of this Agreement by the COUNTY, the PROFESSIONAL shall promptly deliver to the COUNTY copies of all then completed deliverable items and all plans, reports, studies, calculations, maps, graphics, and other documents that directly support the deliveries prepared by PROFESSIONAL.

SECTION 23 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Neither the COUNTY nor the PROFESSIONAL shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. Except as otherwise authorized in this Agreement, the PROFESSIONAL shall not subcontract any of its service obligations hereunder to third parties without the prior written approval of the COUNTY. The PROFESSIONAL shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as SUBPROFESSIONALS to the PROFESSIONAL pursuant to the requirements of this Agreement. The COUNTY shall have the right and be entitled to withhold its approval of SUBPROFESSIONALS, but such approval shall not be unreasonably withheld.

SECTION 24 – INDEPENDENT PROFESSIONAL

Neither the COUNTY nor any of its employees shall have any control over the conduct of PROFESSIONAL or any of PROFESSIONAL'S employees, except as herein set forth. The PROFESSIONAL and any and all SUBPROFESSIONALS are and shall be Independent Contractors in and throughout the performance of all work and services provided and performed pursuant to this Agreement. As Independent Contractors, the PROFESSIONAL'S and the SUBPROFESSIONALS' agents, servants or employees shall not be deemed agents, servants or employees of the COUNTY.

The PROFESSIONAL does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement. The PROFESSIONAL shall be responsible to the COUNTY for all the work or services performed by the PROFESSIONAL or any person or firm engaged as a SUBPROFESSIONAL pursuant to this Agreement. The COUNTY shall not be liable to any SUBPROFESSIONAL, or any other person,

firm, corporation, or other entity that contracts with or provides goods or services to the PROFESSIONAL in connection with the work required to be performed pursuant to this Agreement. The COUNTY shall not be liable to any SUBPROFESSIONAL, or any other person, firm, corporation or other entity for debts or claims accruing to such parties against the PROFESSIONAL pursuant to any work or services performed under this Agreement.

SECTION 25 – GENERAL PROVISIONS

25.1 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be at the West Pasco Judicial Center, in Pasco County, Florida.

25.2 – SUCCESSORS AND ASSIGNS

The COUNTY and PROFESSIONAL respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The PROFESSIONAL shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY.

25.3 – EXTENT OF THE AGREEMENT

This Agreement represents the entire and integrated agreement between the COUNTY and the PROFESSIONAL and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may only be amended, supplemented, modified, changed, or canceled by a written instrument executed by both parties hereto.

25.4 – NON-EXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract and the COUNTY may employ additional or other professional consulting firms to perform any work contemplated by this Agreement without liability to the PROFESSIONAL.

25.5 – INDEMNIFICATION OF THE COUNTY

For good and valuable consideration, the receipt of which is acknowledged, the PROFESSIONAL shall indemnify and save the COUNTY, its Commissioners, officers, agents, employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect or consequential, including, but not limited to, bodily injury, sickness, disease or death, infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way connected with this Agreement, provided such claim is caused by the negligent error, omission, act, or failure to act of PROFESSIONAL, its agents, servants or employees in the performance of services under this Agreement. The PROFESSIONAL shall not be required to indemnify the COUNTY for any negligence of the COUNTY'S employees or agents. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals,

and costs of both defense and appeal in a court of law or other tribunal, for any reason. This provision shall also pertain to any claim brought against the COUNTY by any employee of the PROFESSIONAL, its SUBPROFESSIONALS, or anyone directly or indirectly employed by any of them.

The PROFESSIONAL'S indemnification obligation under the provision shall not be limited in any way to the consideration hereunder, the agreed upon prices as shown in this Agreement, or any other agreed payment or compensation amount, nor shall this indemnification be limited due to the PROFESSIONAL'S lack of sufficient insurance protection. The PROFESSIONAL hereby acknowledges and expressly agrees that the compensation to be paid to the PROFESSIONAL by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

This section shall survive the expiration or termination of the Agreement.

25.6 - NOTICES

Any notices to be given under this Agreement shall be in writing and delivered by United States Mail to the respective addresses referenced above. All such notices shall be sent to the designated project managers for each party.

25.7 - E-VERIFY REQUIREMENT

EFFECTIVE JANUARY 1, 2021, A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE COUNTY) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE CONTRACT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE CONTRACT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA. STAT.

IF A PUBLIC EMPLOYER HAS TERMINATED A CONTRACT WITH A CONTRACTOR FOR FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH ABOVE, THE CONTRACTOR MAY NOT BE AWARDED A PUBLIC CONTRACT FOR AT LEAST ONE YEAR AFTER THE DATE ON WHICH THE CONTRACT WAS TERMINATED.

THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE COUNTY AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A COUNTY RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE COUNTY AS A RESULT OF

SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS.

25.8 - MAINTENANCE OF RECORDS / COOPERATION WITH STATE AUDITS

The PROFESSIONAL shall keep and maintain its accounting records and supporting documentation related to the services, work, information, expenses, costs, invoices and materials provided and/or performed pursuant to the requirements of this Agreement for a minimum of five (5) years from the date of termination or expiration of this Agreement. The COUNTY, its authorized agents and representatives of federal and state agencies funding the Agreement ("AGENCIES") shall, with reasonable prior notice, have the right to audit, inspect and copy all such accounting records and supporting documentation as often as they deem reasonably necessary during the effective period of the Agreement and during the five (5) year period after the date of final payment or termination hereof. Any auditing, inspections or copying of the PROFESSIONAL'S accounting records and supporting documentation performed by the COUNTY or AGENCIES shall be conducted during normal business hours upon reasonable prior notice to the PROFESSIONAL and shall be at the sole expense of the COUNTY or the AGENCIES.

The PROFESSIONAL specifically acknowledges that if state funding is utilized for the project, the PROFESSIONAL will agree to cooperate with any audit initiated by the Office of the Auditor General of the State of Florida or any successor office.

25.9 - WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

25.10 - FORCE MAJEURE

Neither the COUNTY nor the PROFESSIONAL shall be liable for delay or their failure to perform hereunder due to circumstances beyond their respective control, such as Acts of God, governmental laws or orders, wars, riots, pandemics, national emergencies, strikes, or accidents. The COUNTY or the PROFESSIONAL may suspend their respective performance under this Agreement as a result of a force majeure and they shall resume their performance as soon as is reasonably possible. The delayed party must notify the other party promptly upon the occurrence of any such circumstance, or performance by the delayed party will not be considered excused pursuant to this Section and inform the other party of its plans to resume performance.

25.11 - SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

25.12 - OWNERSHIP OF DOCUMENTS

All documents, such as drawings, tracings, notes, photographs, computer files, plans, specifications, maps, evaluations, reports and other records and data relating to this Agreement shall become the property of the COUNTY and shall be delivered by the PROFESSIONAL to the COUNTY within thirty (30) calendar days of completion of the Project or within seven (7) calendar days of the COUNTY making a request for said document delivery, whichever is applicable. In the event the COUNTY gives the PROFESSIONAL a written Notice of Termination pursuant to Article 22 of this Agreement, or upon issuance to the PROFESSIONAL by the COUNTY of a written MODIFICATION which deletes all or part of the work or services required, the PROFESSIONAL shall deliver to the COUNTY any and all documents listed above with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the PROFESSIONAL for services provided or performed by the PROFESSIONAL pursuant to this Agreement prior to the date of any such termination will be paid to the PROFESSIONAL as provided in Section 22 and within sixty (60) calendar days of the date of issuance of the Notice of Termination.

The PROFESSIONAL, at its expense, may make and retain copies of all documents delivered to the COUNTY for the PROFESSIONAL'S reference and internal use. The PROFESSIONAL shall not use any of these documents and/or data or information contained therein on any other project or for any other client without the prior expressed written permission of the COUNTY.

25.13 - HEADINGS

The headings of the articles, sections, subsections, exhibits, and/or attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, subsections, exhibits and/or attachments.

25.14 - ENTIRE AGREEMENT

This Agreement, including all referenced exhibits and attachments hereto, constitutes the entire Agreement between the COUNTY and the PROFESSIONAL and shall supersede, replace and nullify any and all prior agreements or understandings, written and oral, relating to the matters set forth herein. Prior agreements or understandings, if any, shall have no force or affect whatsoever on this Agreement.

25.15 - EVALUATION OF THE PROFESSIONAL

The COUNTY shall perform a performance evaluation of the PROFESSIONAL. The evaluation shall be forwarded to the PROFESSIONAL for their records.

SECTION 26 - EXECUTION IN COUNTERPARTS

It is anticipated that the Agreement will be executed in counterparts, the sum of which will be

considered a single document binding on both parties. Acceptance of this Agreement shall be indicated by the signature of the named parties in the space provided hereinafter and being attested as indicated.

(The Remainder of This Page is Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Professional Services Agreement effective the last day and year entered below.

(SEAL)

ATTEST:

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

By: _____
Kathryn Starkey, CHAIRMAN

APPROVED
IN SESSION

Date: _____
MAY 17 2022

PASCO COUNTY
BCC

AD-VANCE PERSONNEL SERVICES, INC.,
d/b/a AD-VANCE TALENT SOLUTIONS, INC.

By: _____

Print: _____

Title: OWNER / PRESIDENT

Date: _____

WITNESSES:

_____
Sign Name
Print or Type Name and Title

SALES MANAGER

_____
Sign Name
Print or Type Name and Title

DIRECTOR

NOTARY ACKNOWLEDGEMENT

STATE OF Florida)
} ss
COUNTY OF Manatee)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 25th day of March, 2024, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

Brian Sunseri [Name], who executed the foregoing instrument as [Title] Owner/President of [Corporation or Company Name] Ad-Vance Talent Solutions, a [check one] [X] corporation [ ] limited liability company, organized under the laws of [State] FL, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name], as attorney in fact.

Said person is personally known to me or has produced DL as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Signature of person taking acknowledgment

Notary Public State of Florida
Candida Casanova
My Commission GG 944243
Expires 04/26/2024

Candida Casanova
Name typed, printed or stamped

Title or rank

Serial number (if any)

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

May 20, 2022

Mr. Brion Sunseri, President
Ad-Vance Personnel Services, Inc.
3911 Golf Park Loop, Suite 103
Bradenton, Florida 34203

RE: Temporary Labor Services
C24 HR22-0196

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of May 17, 2022, the above mentioned agenda item was approved. Attached is a copy of the agreement for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Transparency" under the "How can we help?" search bar of the home page, click on "Agendas & Minutes," select the meeting date from the list, click on "Agenda," click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Shannon Egbert
Operations Lead, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

PASCO COUNTY PROFESSIONAL SERVICES AGREEMENT

THIS **PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "Agreement") by and between PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "COUNTY"), and Ad-VANCE Personnel Services, Inc., d/b/a Ad-VANCE Talent Solutions, Inc., a Florida Profit Corporation, whose address is 3911 Golf Park Loop, Suite 103, Bradenton, FL 34203 (hereinafter referred to as "PROFESSIONAL").

RECITALS:

WHEREAS, the COUNTY issued a Request for Proposals (**RFP-CA-22-042**) - **Temporary Staffing Services**, together with any addenda (collectively referred to as "the RFP") to secure the services of an experienced consultant to render, among other services, ongoing and as needed temporary staffing services, with experience in serving local governments; and

WHEREAS, the PROFESSIONAL desires to render the services as described in the attached EXHIBIT "A" Scope of Services, and the PROFESSIONAL hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the PROFESSIONAL submitted a response to the RFP which was deemed by the COUNTY to be among the top three most responsive and responsible, which is incorporated herein by reference and made a part hereof as EXHIBIT "B"; and

WHEREAS, the COUNTY desires to retain the PROFESSIONAL to provide **Temporary Staffing Services;** and

WHEREAS, the COUNTY has selected the PROFESSIONAL in accordance with competitive bidding procedures pursuant to the RFP; and

WHEREAS, the PROFESSIONAL hereby certifies that it has been granted and possesses a valid, current license to do business in the State of Florida and in Pasco County, Florida, issued by those state boards and/or governmental agencies responsible for regulating and licensing the PROFESSIONAL services to be provided and performed by the PROFESSIONAL pursuant to this Agreement; and

WHEREAS, the PROFESSIONAL has been informed of and has reviewed the PROFESSIONAL services required to be performed pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions, and terms hereinafter set forth in this Agreement; and

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual covenants, terms, and provisions hereinafter set forth, the parties, as indicated by their respective execution of this Agreement, agree that a Contract shall exist between the COUNTY

and the PROFESSIONAL specifically consisting of:

SECTION 1 - DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, interpretation and meaning of such terms as they appear throughout this Agreement.

1.1 - COUNTY

The term COUNTY shall refer to the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the COUNTY'S behalf relative to this Agreement.

1.2 - COUNTY ADMINISTRATOR

The term COUNTY ADMINISTRATOR shall refer to the County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them hereunder and pursuant to the County's Purchasing Ordinance.

1.3 - PROFESSIONAL

The term PROFESSIONAL shall refer to the individual, company, or firm which will offer the PROFESSIONAL SERVICES and, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the work, materials, and/or services of SUBPROFESSIONALS required under the covenants, terms and provisions contained in this Agreement and any and all MODIFICATIONS issued pursuant thereto.

1.4 – PROFESSIONAL SERVICES

The term PROFESSIONAL SERVICES shall refer to all of the work, materials and services, and all related professional, technical, and administrative activities which are necessary to be provided and performed by the PROFESSIONAL, its employees, and any subprofessionals that the PROFESSIONAL may engage to provide, perform, and complete the services required pursuant to the provisions of this Agreement.

1.5 - SUBPROFESSIONAL

The term SUBPROFESSIONAL shall refer to any individual, company, or firm offering professional services that is engaged by the PROFESSIONAL to assist the PROFESSIONAL in providing and performing the PROFESSIONAL SERVICES for which the PROFESSIONAL is contractually obligated, responsible, and liable to provide and perform pursuant to the provisions of this Agreement. The use of any SUBPROFESSIONAL(S) must be approved in writing by the COUNTY ADMINISTRATOR or his designee before such SUBPROFESSIONAL(S) may be retained by the PROFESSIONAL.

The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement or contract entered into between the CONSULTANT and any SUBPROFESSIONAL.

1.6 - ADDITIONAL SERVICES

The term ADDITIONAL SERVICES shall refer to such PROFESSIONAL SERVICES the COUNTY may request or authorize the PROFESSIONAL to provide or perform relative to this Agreement which are not included in the Agreement. ADDITIONAL SERVICES shall be authorized by the execution of both parties to this Agreement of a MODIFICATION. ADDITIONAL SERVICES shall constitute a continuation of the PROFESSIONAL SERVICES under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.

1.7 - MODIFICATION

The term MODIFICATION shall refer to a written document executed by both the COUNTY and the PROFESSIONAL setting forth and authorizing PROFESSIONAL SERVICE tasks which were not set forth in and are supplemental to this Agreement.

The amount of the change in contract compensation and time set forth in any MODIFICATION(S) executed and issued under this Agreement shall be understood and agreed by both the COUNTY and the PROFESSIONAL to be fair, equitable, and adequate and to represent the total of all costs associated with said MODIFICATION.

1.8 – PASCO COUNTY REPRESENTATIVE (PCR)

The term PASCO COUNTY REPRESENTATIVE (PCR) shall refer to that person employed by the COUNTY designated to serve and act on the COUNTY'S behalf to provide direct contact and communication between the PCR the PROFESSIONAL throughout the Effective Period of this Agreement. The PCR is not authorized to, and shall not, issue any verbal request or instruction to the PROFESSIONAL that would have the effect, or be interpreted to have the effect, of modifying or changing in any way: (1) the scope of PROFESSIONAL SERVICES to be performed by the PROFESSIONAL; (2) the time the PROFESSIONAL is obligated to commence and complete all such services; and/or (3) the amount of compensation the COUNTY is obligated to pay the PROFESSIONAL. The PCR shall review and make appropriate recommendations on all requests submitted by the PROFESSIONAL for payment for services and work provided and performed pursuant to this Agreement and any MODIFICATION(S) issued thereof.

SECTION 2 – TERM

Except as otherwise specified herein, this Agreement shall remain in full force and effect for a period of **five (5) years** from the effective date of this Agreement, unless extended or terminated earlier as otherwise provided in this Agreement. The effective date for this Agreement shall be defined as the day and year that this Agreement is executed by the COUNTY.

SECTION 3 – SCOPE OF PROFESSIONAL SERVICES

The PROFESSIONAL agrees to provide Professional Services (PROFESSIONAL SERVICES) for the Project as identified in EXHIBIT "A" (Scope of Services) which is attached hereto and incorporated by reference. The terms and provisions of Exhibit "A" are intended to be complementary and supplementary to the terms of this Agreement. In case of conflict between the Agreement and Exhibit "A", the Agreement shall control.

SECTION 4- PROFESSIONAL'S RESPONSIBILITIES

The obligations of the PROFESSIONAL with respect to all PROFESSIONAL SERVICES authorized pursuant to this Agreement and any MODIFICATION(S) issued thereof shall include, but not be limited to, the following:

4.1 - LICENSES

The PROFESSIONAL agrees to maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Pasco County, Florida, including, but not limited to, licenses required by the respective regulatory boards and/or other governmental agencies responsible for regulating and licensing the PROFESSIONAL SERVICES provided and performed by the PROFESSIONAL pursuant to this Agreement.

4.2 - PERSONNEL

(1) QUALIFIED PERSONNEL

The PROFESSIONAL agrees that when services to be provided and performed pursuant to this Agreement relate to PROFESSIONAL SERVICES which, under the Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such service, the PROFESSIONAL will employ and/or retain only qualified personnel to be in responsible charge of all such services.

(2) PROFESSIONAL'S PROJECT MANAGER

The PROFESSIONAL agrees to employ and designate in writing a qualified, and if required by law, a licensed professional to serve as the PROFESSIONAL'S PROJECT MANAGER. The PROFESSIONAL'S PROJECT MANAGER shall be authorized and responsible to act on behalf of the PROFESSIONAL with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this Agreement and any MODIFICATION(S) issued thereof. The PROFESSIONAL'S PROJECT MANAGER shall have full authority to bind and obligate the PROFESSIONAL on any matter arising under this Agreement unless substitute arrangements, acceptable to the COUNTY, have been furnished to the COUNTY in writing.

(3) REMOVAL OF PERSONNEL FROM WORK ON THE PROJECT

The PROFESSIONAL agrees to promptly remove and replace, within three (3) calendar days of receipt of a written request from the COUNTY, the PROFESSIONAL'S PROJECT

MANAGER, or any other personnel employed or retained by the PROFESSIONAL, or personnel of any SUBPROFESSIONAL(S) engaged by the PROFESSIONAL pursuant to this Agreement. The COUNTY may make such request for the removal of personnel with or without cause.

SECTION 5 - COUNTY'S RESPONSIBILITIES

The COUNTY'S responsibilities are as follows:

5.1 - DESIGNATION OF AUTHORITY

The COUNTY hereby designates the County Administrator, or his designee, to act on the COUNTY'S behalf with respect to the Scope of Services of this Agreement. The County Administrator, or his designee, shall have complete authority to transmit instructions, receive information, interpret, and define COUNTY'S policies and decisions with respect to materials, elements, and systems pertinent to the PROFESSIONAL SERVICES.

5.2 - DESIGNATION OF PASCO COUNTY REPRESENTATIVE

The COUNTY agrees, after execution of this Agreement, to properly advise the PROFESSIONAL, in writing, of the person designated to serve and act as the PASCO COUNTY REPRESENTATIVE pursuant to the provisions of Article 1.8 of this Agreement.

5.3 - INFORMATION PROVIDED BY THE COUNTY

Within a reasonable time from request of by the PROFESSIONAL, the COUNTY shall make available to the PROFESSIONAL all information and data that is available in the COUNTY'S possession and is relative to the PROFESSIONAL SERVICES to be provided by the PROFESSIONAL and its SUBCONSULTANT(S) pursuant to this Agreement. This information and data will include the COUNTY'S objectives and constraints, previous studies and design plans, surveys, aerial photographs, maps, environmental reports, photographs, analytical data, and any other relevant information, which is requested by the PROFESSIONAL in writing.

5.4 - ACCESS TO COUNTY PROPERTY

The COUNTY agrees, with reasonable prior written notice given by the PROFESSIONAL, to provide the PROFESSIONAL with access to COUNTY property, facilities, buildings, and structures to enable the PROFESSIONAL to provide and perform any required PROFESSIONAL SERVICES and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangements with the COUNTY, or in such a manner to adversely affect the public health, safety, or welfare.

SECTION 6 - COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall pay the PROFESSIONAL for all authorized PROFESSIONAL SERVICES rendered hereunder by the PROFESSIONAL and any authorized SUBPROFESIONAL(S) and completed in accordance with the requirements, provisions, and/or terms of this Agreement and/or

MODIFICATION(S) and in accordance with the provisions delineated below:

6.1 - PAYMENT METHODS

The fee paid to the PROFESSIONAL shall be based on one of the following methods or any combination thereof as determined by the COUNTY in its sole discretion:

(1) LUMP-SUM PAYMENT METHOD

The COUNTY may pay a negotiated fixed-price amount for the overall Scope of PROFESSIONAL SERVICES to be provided under this Agreement or for a particular work item or items within the Scope of such services as a Lump Sum. The Lump-Sum compensation amount will be estimated based on the PROFESSIONAL'S STANDARD RATES, established in its Proposal incorporated herein as EXHIBIT "B", plus Reimbursable Expenses described in Subsection (3) and SUBPROFESSIONAL CHARGES as described in Subsection (5) below; which EXHIBIT is attached hereto and incorporated herein by reference. The Lump-Sum Compensation Method shall anticipate that all costs for the PROFESSIONAL SERVICES required are known and that no modifications to the established Lump-Sum amount will be necessary. The COUNTY may also elect to apply the Lump-Sum Compensation Method on a line-item basis for a particular service or activity as defined within EXHIBIT "A" and/or a MODIFICATION to the Agreement. If the Lump-Sum Compensation Method is used, no additional documentation regarding costs for work will be required to be attached to the PROFESSIONAL'S invoices for Lump-Sum payment for the Project or for a specific line item or items within the agreed upon Scope of Services (as it may be amended).

(2) NOT-TO-EXCEED PAYMENT METHOD

The COUNTY will pay the PROFESSIONAL'S direct salaries which are defined as the hourly unloaded rate (without benefits added) per job classification (DIRECT SALARIES) needed to perform the services to be provided, as applicable, subject to a future established limiting amount, which Not to Exceed method shall be delineated through a MODIFICATION to this Agreement. In addition to payment of the aforementioned DIRECT SALARIES, the COUNTY shall pay the PROFESSIONAL Additional Charges as established pursuant to subsection (4) below, plus Reimbursable Expenses in accordance with the provisions of subsection (3) below, plus SUBPROFESSIONAL charges in accordance with the provisions of subsection (5) below. Additional Charges shall not be allowed on any premium portion of overtime or on any Reimbursable Expenses or SUBPROFESSIONAL charges. In no event shall the established Not to Exceed method be increased except through the issuance of a MODIFICATION approved by the COUNTY. The COUNTY may also elect to apply the Not to Exceed method on a line-item basis for a particular ADDITIONAL SERVICE defined within a MODIFICATION.

(3) REIMBURSEABLE EXPENSES

The COUNTY shall pay the PROFESSIONAL for Reimbursable Expenses in accordance with the provisions of this Article and identified on EXHIBIT "B". The term Reimbursable

Expenses shall mean the PROFESSIONAL'S and/or the SUBPROFESSIONAL(S) out-of-pocket costs for items directly charged to any task performed pursuant to this Agreement including, but not limited to, charges for printing services and copying (both in-house or subcontracted), fees, and per diem and travel expenses of the PROFESSIONAL'S employees not to exceed the statutory limits delineated in Chapter 112.061, Florida Statutes.

The COUNTY shall only compensate the PROFESSIONAL for Reimbursable Expenses which are directly charged to tasks performed pursuant to this Agreement, which are not included in the PROFESSIONAL'S Overhead Rate and which are consistently charged to all clients. The COUNTY, in its sole discretion, may require the PROFESSIONAL to verify and/or provide supporting documentation which demonstrates that Reimbursable Expenses for which compensation has been sought have been generated or originated from or by a task performed pursuant to this Agreement. If the PROFESSIONAL seeks compensation for CADD, PC'S or Facilities Capital Cost of Money (FCCM) as a Reimbursable Expense, the cost basis for the unit rates used for such items must be fully supported by appropriate documentation. All Reimbursable Expenses shall be charged at the actual cost to the PROFESSIONAL.

(4) ADDITIONAL COSTS

All parties agree that any additional costs for work or services to be provided or performed pursuant to this Agreement and/or any subsequent MODIFICATIONS, or pursuant to any other method utilized by the parties for determining the original costs of work or services to be provided or performed by the PROFESSIONAL, must be approved in writing by the COUNTY. If such additional costs are not authorized by the COUNTY in writing, no payment, reimbursement, or compensation for such additional costs shall be tendered by the COUNTY to the PROFESSIONAL.

(5) SUBPROFESSIONAL CHARGES

The PROFESSIONAL SERVICES of any SUBPROFESSIONAL(S), whose expertise is required within the scope of the PROFESSIONAL'S work under this Agreement, will be paid in accordance with the fees identified in EXHIBIT "B" (which is attached hereto and incorporated herein by reference) for such services.

6.2 - TERMS OF PAYMENT

(1) PAYMENT FOR SERVICES PERFORMED

The COUNTY shall pay the PROFESSIONAL on the basis of services completed for tasks set forth in this Agreement and any MODIFICATIONS agreed upon by the PROFESSIONAL and the COUNTY. Payments shall be made for the PROFESSIONAL'S work-in progress or completed service items based on the agreed method of compensation as outlined in the Agreement.

When the Lump-Sum Payment Method is used for a particular service or activity within the Project completion schedule, the COUNTY shall pay the PROFESSIONAL for services performed for on the basis of the invoice statement covering the PROFESSIONAL'S work-in-progress expressed as a percentage of the total cost of the work and/or services required for each service or activity involved. All such work-in-progress percentages are subject to review and approval by the PASCO COUNTY REPRESENTATIVE. The decision of the COUNTY shall be final as to work-in-progress percentages to be paid. Payment by the COUNTY for a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or work-in-progress. The PROFESSIONAL shall be responsible for correcting, re-doing, modifying, or otherwise completing the work and services required for each service or activity before receiving final full payment, whether or not previous work-in-progress payments have been made by the COUNTY.

(2) PAYMENT SCHEDULE

The COUNTY shall issue payment to the PROFESSIONAL as invoices are provided from the PROFESSIONAL, which invoices must be in acceptable form and must contain the requested detailed description of charges. Should the COUNTY object or take exception to the amount of the PROFESSIONAL'S invoice statement, the COUNTY shall notify the PROFESSIONAL of such objection or exception within twenty (20) business days from date of payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said twenty (20) business day period, the COUNTY, as represented by the PASCO COUNTY REPRESENTATIVE, shall have the authority to withhold the disputed amount and make payment to the PROFESSIONAL of any amount not in dispute. Payment of any disputed amount, or adjustment thereto resolved by mutual agreement of the parties will be paid in accordance with the Local Government Prompt Payment Act.

SECTION 7 - TIMELY ACCOMPLISHMENT OF SERVICES

The PROFESSIONAL, at all times that this Agreement is in effect, shall ensure that sufficient time remains in the project schedule within which to complete the services required and authorized hereunder and/or authorized by any given MODIFICATION(S) to the Agreement. In the event that there are delays which would modify or extend the completion date, the PROFESSIONAL shall, within seven (7) calendar days of discovery of such delay, submit a written request to the COUNTY seeking a time extension to complete the Project. The request shall specifically identify the reason(s) for the delay and the amount of time related thereto.

In the event the specified time of performance for a given MODIFICATION expires and the PROFESSIONAL has not requested a time extension, or if the COUNTY has denied a request for a time extension in writing, partial progress payments will be stopped on the date time expires.

Should the PROFESSIONAL be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROFESSIONAL, the PROFESSIONAL shall notify the COUNTY in writing within seven (7) calendar

days after commencement or discovery of such delay, stating the cause(s) and requesting an extension of the PROFESSIONAL'S time of performance. Causes beyond the control of the PROFESSIONAL shall include, but are not limited to, court orders and injunctions, actions or rulings of any federal, state or municipal authority (including the COUNTY) having jurisdiction over any project and/or any Force Majeure event as delineated in Section 19.03 of this Agreement.

Upon receipt of the PROFESSIONAL'S request for an extension of time for cause(s) beyond the control of the PROFESSIONAL, the COUNTY ADMINISTRATOR or his designee shall have the discretion to grant an extension of time for up to an additional one hundred eighty (180) calendar days, if the COUNTY determines the delay encountered by the PROFESSIONAL was due to causes beyond its control and not attributable to the fault, error, omission or neglect of the PROFESSIONAL. All other extensions of time must be approved by the Board of County Commissioners.

SECTION 8 - FAILURE TO PERFORM IN A TIMELY MANNER

The timely performance, provision and completion of the required services, work and materials is vitally important to the interests of the COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement. The COUNTY may suffer damages in the event that the PROFESSIONAL does not accomplish and complete the required services in a timely manner. The PROFESSIONAL agrees to employ, engage, retain and/or assign an adequate number of qualified personnel throughout the period this Agreement is in effect so that all PROFESSIONAL SERVICES will be provided and performed in a timely and diligent manner.

If the PROFESSIONAL fails to commence, provide, perform and/or complete any service required under this Agreement in a timely and diligent manner as determined by the COUNTY, or within a specified time period delineated in executed MODIFICATION(S), the COUNTY, in its sole discretion, may terminate this Agreement.

As an alternative to termination, the COUNTY may also, at its option, upon written notice to the PROFESSIONAL, withhold any and all payments due and owing to the PROFESSIONAL, not to exceed the amount of the compensation for any work in dispute, until such time as the PROFESSIONAL resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or as set forth in any MODIFICATION(S) issued pursuant thereto.

Should the PROFESSIONAL be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the PROFESSIONAL, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of COUNTY including any of its agents or employees, fires, floods, epidemics, quarantine regulations, strikes or lockouts, then the PROFESSIONAL shall notify the COUNTY in writing within ten (10) calendar days after commencement of such delay, stating the cause or causes thereof, or shall be deemed to have waived any right which the PROFESSIONAL may have had to request an extension to the time specified in this Agreement.

Upon receipt of the PROFESSIONAL'S request for an extension of time for the reason(s) set forth above, the COUNTY ADMINISTRATOR or his designee shall have the discretion to grant an extension of time.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the PROFESSIONAL'S services for any cause whatsoever, including those for which the COUNTY, including any of its agents or employees, may be responsible in whole or in part, shall relieve the PROFESSIONAL of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The PROFESSIONAL'S sole remedy against the COUNTY in the event of such interruption, interference, inefficiency, suspension or delay in the commencement or progress of such services shall be the right to seek an extension to the time stated in this Agreement. However, such extension shall not operate as a waiver of any other rights of the COUNTY. This section shall expressly apply to claims for early completion, as well as claims based on late completion.

SECTION 9 - STANDARDS OF PROFESSIONAL SERVICE

The work and services to be provided and/or performed by the PROFESSIONAL shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by any governmental agency having jurisdiction over all or a portion of any work performed under this Agreement in effect at the time the COUNTY executes this Agreement and/or which may subsequently be changed or revised. All final documents, reports, studies, or other data prepared by the PROFESSIONAL shall bear a professional's seal/signature in accordance with the applicable Florida Statutes and/or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

SECTION 10 - PROFESSIONAL'S QUALITY CONTROL

10.1 - RESPONSIBILITY TO CORRECT

The PROFESSIONAL agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, and other services, work, and materials performed, provided, and/or furnished by PROFESSIONAL, or any SUBPROFESSIONAL(S) utilized by the PROFESSIONAL, pursuant to this Agreement.

Upon written notice from the COUNTY, the PROFESSIONAL shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, calculations, estimates, plans, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the PROFESSIONAL.

If the PROFESSIONAL does not correct the defective work within the time specified in the

COUNTY'S written notice, the COUNTY may have the deficiency corrected. All direct or indirect costs of such correction shall be paid by the PROFESSIONAL or deducted from payment due to the PROFESSIONAL.

If any work or submittal prepared by the PROFESSIONAL contains an error, omission, deficiency, or mistake and the PROFESSIONAL fails to correct such error, omission, deficiency, or mistake within the time period established for completion in the notice to correct, the COUNTY, in its discretion, may, elect to terminate this Agreement.

10.2 - COUNTY'S APPROVAL SHALL NOT RELIEVE PROFESSIONAL OF RESPONSIBILITY

Neither review, approval, or acceptance by the COUNTY of data, studies, calculations, estimates, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROFESSIONAL shall in any way relieve the PROFESSIONAL of responsibility for the adequacy, completeness, and accuracy of its services, work and/or materials, or the services, work and materials. Neither the COUNTY'S review, approval, or acceptance of, nor payment for, any of the PROFESSIONAL'S work, services, and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action the COUNTY may have arising out of the performance of this Agreement.

The PROFESSIONAL agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any action or omission of the PROFESSIONAL in which the COUNTY participates either through review of or concurrence with the PROFESSIONAL'S actions. In reviewing, approving, or rejecting any submissions or other work prepared by the PROFESSIONAL, the COUNTY in no way assumes or shares any of the responsibility or liability of the PROFESSIONAL under this Agreement.

SECTION 11 - PROFESSIONAL TO REPAIR PROPERTY DAMAGE CAUSED BY THE PROFESSIONAL OR ITS SUBPROFESSIONALS

The PROFESSIONAL agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the COUNTY, any property damage arising out of, or caused by, the willful or negligent acts of the PROFESSIONAL and/or its SUBPROFESSIONAL(S). The COUNTY reserves the right, should the PROFESSIONAL fail to make such repairs and/or replacements within a reasonable period of time, to cause such repairs and/or replacements to be made. All costs and expenses associated with having such repairs and/or replacements performed shall be paid for by the PROFESSIONAL directly or via reimbursement to the COUNTY from the PROFESSIONAL.

SECTION 12 - REPORTS AND REVIEWS

The COUNTY may, at any time, require the PROFESSIONAL to report in writing in a format approved by the COUNTY on the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the COUNTY may require the PROFESSIONAL to provide an estimate of the overall percentage of completion.

The COUNTY will monitor the PROFESSIONAL'S work product for compliance with project standards and criteria and may make comments and recommendations to the PROFESSIONAL regarding the work. However, any such monitoring or comments and recommendations by the COUNTY, or absence thereof, shall not relieve the PROFESSIONAL of any of its obligations under this Agreement. The PROFESSIONAL retains sole authority and responsibility for the adequacy and accuracy of its PROFESSIONAL SERVICES in accordance with generally accepted practices.

SECTION 13 - DOCUMENTS

The documents which comprise this Agreement between the COUNTY and the PROFESSIONAL consist of the following:

1. This Professional Services Agreement and its Exhibits.
2. The RFP and any written amendments, modifications, or addenda to the RFP.
3. Any MODIFICATIONS issued pursuant to this Agreement and executed by the COUNTY and the PROFESSIONAL.

SECTION 14 - COMPLIANCE WITH LAWS AND REGULATIONS

The PROFESSIONAL shall observe and comply with all applicable federal and state laws, COUNTY and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project and all work performed pursuant to this Agreement. All applicable federal, state, and local laws and ordinances are deemed to be included in this Agreement the same as though herein written out in full.

SECTION 15 - PROHIBITION AGAINST CONTINGENCY FEES

The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that the PROFESSIONAL has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the PROFESSIONAL, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 16 - TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

The PROFESSIONAL certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price, and any additions thereto, shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or

non-current wage rates and other factual unit costs. The PROFESSIONAL represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes. The COUNTY may exercise its rights under this "certification" within one (1) year following final payment.

SECTION 17 - COMPLIANCE WITH PUBLIC RECORDS ACT

The PROFESSIONAL shall allow public access to documents and materials made or received pursuant to this Agreement by either party in accordance with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the PROFESSIONAL shall (a) keep and maintain public records required by the COUNTY to perform the services under the Agreement; (b) upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the PROFESSIONAL does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the PROFESSIONAL. Upon transfer, the PROFESSIONAL shall destroy any duplicate public records that are exempt or confidential and exempt from the public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

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 LORRAINE ATWATER, 727-847-8048, LATWATER@PASCOCOUNTYFL.NET, 7536 STATE STREET, SUITE 111, NEW PORT RICHEY, FLORIDA 34554

Under Florida law, a PROFESSIONAL who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

SECTION 18 - RETENTION OF DOCUMENTS

All documents prepared or obtained under this Agreement are the property of the COUNTY without restriction or limitation on their use and shall be made available upon request to the COUNTY at any time.

Said records and documentation shall be retained by the PROFESSIONAL and made available to the COUNTY for a minimum of five (5) years from the date of completion of the work. The COUNTY shall have the right to audit, inspect, and copy all such records and documentation as often as the COUNTY deems necessary during the term of this Agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the PROFESSIONAL shall retain records and supporting documentation until further notified.

SECTION 19 - CONFLICT OF INTEREST

The PROFESSIONAL represents that it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of the services required by this Agreement, and which interest has not been disclosed to the COUNTY in writing. The PROFESSIONAL expressly agrees that, throughout the Effective Period, it shall not acquire an interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, or which would conflict with any interest of the COUNTY. The PROFESSIONAL further agrees that no person having any such interest shall be employed or engaged by the PROFESSIONAL for said performance. In addition, the PROFESSIONAL shall require all SUBCONSULTANTS to comply with the provisions of this Article.

If the PROFESSIONAL is about to engage in representing another client, whom it in good faith believes could result in a conflict of interest with the work being performed by the PROFESSIONAL pursuant to this Agreement, then the PROFESSIONAL shall promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. The COUNTY will advise the PROFESSIONAL within twenty (20) calendar days, in writing, if such conflict of interest exists. If the COUNTY determines that a conflict of interest exists, the PROFESSIONAL and/or any SUBCONSULTANT shall decline the representation upon the COUNTY'S written notice. If the COUNTY determines that there is no such conflict of interest, then the COUNTY shall give its written consent to such representation.

In the event the PROFESSIONAL fails to advise or notify the COUNTY, as provided hereinabove, of representation which could, or does, result in a conflict of interest, or should the PROFESSIONAL fail to decline such representation upon the COUNTY'S written notice, the COUNTY may, in its sole discretion, terminate this Agreement in accordance with the provisions of Section 22 below.

SECTION 20 - INSURANCE

The PROFESSIONAL shall not commence any work pursuant to this Agreement until satisfactory proof of all insurance required hereunder has been provided to and approved by the COUNTY. It shall be the responsibility of the PROFESSIONAL to ensure that all SUBPROFESSIONAL(S) performing services pursuant to this Agreement comply with the insurance requirements of this provision. The PROFESSIONAL shall furnish to the COUNTY certificate(s) of insurance in the form required by COUNTY and, if requested by the COUNTY, the PROFESSIONAL shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the PROFESSIONAL has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension,

or cancellation of the insurance shall be effective without thirty (30) calendar days' prior written notice to the COUNTY, as provided below. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) calendar days' prior written notice by certified mail (return receipt requested) has been given to the COUNTY to the attention of the Pasco County Risk Manager, West Pasco Government Center, 7536 State Street, Suite 111, New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of this Agreement, a renewal certificate shall be issued within thirty (30) calendar days prior to said expiration. Compliance with the foregoing requirements shall not relieve the PROFESSIONAL of any liability and/or other obligations pursuant to this Agreement. Neither approval by the COUNTY, nor a failure to disapprove insurance certificates or policies furnished by the PROFESSIONAL, shall release the PROFESSIONAL from full responsibility of all liability or its obligations under this Agreement.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the COUNTY. All policies of insurance required by this Agreement shall be primary insurance with respect to the COUNTY, its officials, agents, or employees. Any insurance or self-insurance maintained by the COUNTY or its officials, agents, or employees, shall be in excess of the PROFESSIONAL'S insurance and shall not contribute with it. All policies of insurance required by this Agreement, except Workers' Compensation and Errors and Omissions Liability, shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy and shall contain a provision for severability of interests. The COUNTY shall also be listed as a certificate holder. All insurance policies required herein shall apply to all operations, activities, or use by the PROFESSIONAL or anyone employed by, contracting with, or acting at the PROFESSIONAL'S direction or supervision. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the COUNTY.

Any deductibles or self-insured retentions must be declared and approved by the COUNTY and are the responsibility of the PROFESSIONAL. The minimum kinds and limits of coverage to be carried by the PROFESSIONAL throughout the term of this Agreement shall be as follows:

20.1 - WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The PROFESSIONAL and all SUBPROFESSIONALS shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance for all employees working on this Agreement. Coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of $100,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees. In case any employee is engaged in any hazardous work pursuant to this Agreement and is not protected under the Workers' Compensation statute, the PROFESSIONAL and any

SUBPROFESSIONAL(S) shall provide for adequate insurance coverage to protect these employees, as required under Florida law.

20.2 – COMPREHENSIVE GENERAL LIABILITY INSURANCE

The Comprehensive General Liability Insurance shall include premises and/or operations, products and/or competed operations, broad form of property damage, XCU coverage, independent contractors, and contractual liability, and shall be written on an "occurrence basis."

Bodily injury and personal injury, including death:

- $1,000,000.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

20.3 – COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Comprehensive Automobile Liability Insurance shall include owned vehicles, hired, and non-owned vehicles, and employees' non ownership.

Bodily injury and personal injury, including death:

- $1,000,00.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

20.4 – PROFESSIONAL LIABILITY INSURANCE

The PROFESSIONAL shall maintain during the term of this Agreement standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence. The COUNTY may require a higher limit, as mutually agreed to with the PROFESSIONAL, for specific MODIFICATIONS.

SPECIAL INSTRUCTIONS: Occurrence form Professional Liability Insurance is highly preferred. However, in the event the PROFESSIONAL is only able to secure claims-made Professional Liability Insurance, special conditions apply. All certificates of insurance must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the PROFESSIONAL shall be obligated by virtue of this Agreement to maintain insurance coverage in effect with no less than limits of liability nor any more restrictive terms and conditions for a period of seven (7) years from the date of this Agreement. All Certificates of Insurance must clearly indicate whether the coverage is on a claim made or an occurrence basis.

SECTION 21 – SUSPENSION OF WORK

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth above, the COUNTY may, at its convenience, stop, suspend, supplement, or otherwise change all, or any part of, the PROFESSIONAL SERVICES set forth herein. The COUNTY shall provide written notice to the PROFESSIONAL in order to implement a stoppage, suspension, supplement, or change. If any engineering, professional or consulting services covered by this Agreement to be carried out by the PROFESSIONAL shall be suspended, abated, or terminated at the direction of the COUNTY for reasons unrelated to the quality of work provided by the PROFESSIONAL, the COUNTY shall pay the PROFESSIONAL for such services actually rendered prior to the suspension, abatement, or termination, and any reasonable additional costs incurred by the PROFESSIONAL to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees established in this Agreement.

SECTION 22 – TERMINATION

The COUNTY may terminate this Agreement for any one or more of the following reasons:

1. If adequate progress on any phase of the PROFESSIONAL'S SERVICES is not being made by the PROFESSIONAL as a direct result of the PROFESSIONAL'S failure to perform.
2. The quality of the PROFESSIONAL SERVICES performed by the PROFESSIONAL is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement and the particular services involved are considered by the COUNTY to be essential to the proper completion of the PROFESSIONAL SERVICES.
3. The PROFESSIONAL or any employee or agent of the PROFESSIONAL is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any PROFESSIONAL SERVICES that have been performed by the PROFESSIONAL.
4. The PROFESSIONAL becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
5. The PROFESSIONAL is in non-compliance with any other provision of this Agreement.

In the event of any of the causes described in Items (1) through (5) above, the PASCO COUNTY REPRESENTATIVE will send a written notice to the PROFESSIONAL requesting that the PROFESSIONAL show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) calendar days of receipt by the PROFESSIONAL of the show cause notice, the COUNTY may consider the PROFESSIONAL to be in default and may immediately terminate this Agreement.

Notwithstanding any other provision of this Agreement, this Agreement and/or any MODIFICATION(S) may be terminated for any reason by the COUNTY giving fourteen (14) calendar days' written notice to the PROFESSIONAL of the COUNTY'S intent to terminate. In the event that a task of this Agreement and/or any MODIFICATION is terminated, the COUNTY shall identify the specific task and/or MODIFICATION being terminated and the specific tasks and/or MODIFICATION(S) to be continued for completion, pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized tasks and/or

MODIFICATION(S) which are to be continued to completion, unless the Agreement is terminated in full.

In the event of termination of this Agreement, the COUNTY shall compensate the PROFESSIONAL only for: (1) all services performed and accepted by the COUNTY prior to the effective date of the termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROFESSIONAL in affecting the termination of services, including costs incurred by submittal to the COUNTY of project drawings, plans, data, and other documents.

The PROFESSIONAL shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with services which are terminated, suspended, eliminated, or cancelled.

Upon termination of this Agreement by the COUNTY, the PROFESSIONAL shall promptly deliver to the COUNTY copies of all then completed deliverable items and all plans, reports, studies, calculations, maps, graphics, and other documents that directly support the deliveries prepared by PROFESSIONAL.

SECTION 23 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Neither the COUNTY nor the PROFESSIONAL shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. Except as otherwise authorized in this Agreement, the PROFESSIONAL shall not subcontract any of its service obligations hereunder to third parties without the prior written approval of the COUNTY. The PROFESSIONAL shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as SUBPROFESSIONALS to the PROFESSIONAL pursuant to the requirements of this Agreement. The COUNTY shall have the right and be entitled to withhold its approval of SUBPROFESSIONALS, but such approval shall not be unreasonably withheld.

SECTION 24 – INDEPENDENT PROFESSIONAL

Neither the COUNTY nor any of its employees shall have any control over the conduct of PROFESSIONAL or any of PROFESSIONAL'S employees, except as herein set forth. The PROFESSIONAL and any and all SUBPROFESSIONALS are and shall be Independent Contractors in and throughout the performance of all work and services provided and performed pursuant to this Agreement. As Independent Contractors, the PROFESSIONAL'S and the SUBPROFESSIONALS' agents, servants or employees shall not be deemed agents, servants or employees of the COUNTY.

The PROFESSIONAL does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement. The PROFESSIONAL shall be responsible to the COUNTY for all the work or services performed by the PROFESSIONAL or any person or firm engaged as a SUBPROFESSIONAL pursuant to this Agreement. The COUNTY shall not be liable to any SUBPROFESSIONAL, or any other person,

firm, corporation, or other entity that contracts with or provides goods or services to the PROFESSIONAL in connection with the work required to be performed pursuant to this Agreement. The COUNTY shall not be liable to any SUBPROFESSIONAL, or any other person, firm, corporation or other entity for debts or claims accruing to such parties against the PROFESSIONAL pursuant to any work or services performed under this Agreement.

SECTION 25 – GENERAL PROVISIONS

25.1 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be at the West Pasco Judicial Center, in Pasco County, Florida.

25.2 – SUCCESSORS AND ASSIGNS

The COUNTY and PROFESSIONAL respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The PROFESSIONAL shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY.

25.3 – EXTENT OF THE AGREEMENT

This Agreement represents the entire and integrated agreement between the COUNTY and the PROFESSIONAL and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may only be amended, supplemented, modified, changed, or canceled by a written instrument executed by both parties hereto.

25.4 – NON-EXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract and the COUNTY may employ additional or other professional consulting firms to perform any work contemplated by this Agreement without liability to the PROFESSIONAL.

25.5 – INDEMNIFICATION OF THE COUNTY

For good and valuable consideration, the receipt of which is acknowledged, the PROFESSIONAL shall indemnify and save the COUNTY, its Commissioners, officers, agents, employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect or consequential, including, but not limited to, bodily injury, sickness, disease or death, infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way connected with this Agreement, provided such claim is caused by the negligent error, omission, act, or failure to act of PROFESSIONAL, its agents, servants or employees in the performance of services under this Agreement. The PROFESSIONAL shall not be required to indemnify the COUNTY for any negligence of the COUNTY'S employees or agents. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals,

and costs of both defense and appeal in a court of law or other tribunal, for any reason. This provision shall also pertain to any claim brought against the COUNTY by any employee of the PROFESSIONAL, its SUBPROFESSIONALS, or anyone directly or indirectly employed by any of them.

The PROFESSIONAL'S indemnification obligation under the provision shall not be limited in any way to the consideration hereunder, the agreed upon prices as shown in this Agreement, or any other agreed payment or compensation amount, nor shall this indemnification be limited due to the PROFESSIONAL'S lack of sufficient insurance protection. The PROFESSIONAL hereby acknowledges and expressly agrees that the compensation to be paid to the PROFESSIONAL by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

This section shall survive the expiration or termination of the Agreement.

25.6 - NOTICES

Any notices to be given under this Agreement shall be in writing and delivered by United States Mail to the respective addresses referenced above. All such notices shall be sent to the designated project managers for each party.

25.7 - E-VERIFY REQUIREMENT

EFFECTIVE JANUARY 1, 2021, A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE COUNTY) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE CONTRACT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE CONTRACT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA. STAT.

IF A PUBLIC EMPLOYER HAS TERMINATED A CONTRACT WITH A CONTRACTOR FOR FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH ABOVE, THE CONTRACTOR MAY NOT BE AWARDED A PUBLIC CONTRACT FOR AT LEAST ONE YEAR AFTER THE DATE ON WHICH THE CONTRACT WAS TERMINATED.

THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE COUNTY AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A COUNTY RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE COUNTY AS A RESULT OF

SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS.

25.8 - MAINTENANCE OF RECORDS / COOPERATION WITH STATE AUDITS

The PROFESSIONAL shall keep and maintain its accounting records and supporting documentation related to the services, work, information, expenses, costs, invoices and materials provided and/or performed pursuant to the requirements of this Agreement for a minimum of five (5) years from the date of termination or expiration of this Agreement. The COUNTY, its authorized agents and representatives of federal and state agencies funding the Agreement ("AGENCIES") shall, with reasonable prior notice, have the right to audit, inspect and copy all such accounting records and supporting documentation as often as they deem reasonably necessary during the effective period of the Agreement and during the five (5) year period after the date of final payment or termination hereof. Any auditing, inspections or copying of the PROFESSIONAL'S accounting records and supporting documentation performed by the COUNTY or AGENCIES shall be conducted during normal business hours upon reasonable prior notice to the PROFESSIONAL and shall be at the sole expense of the COUNTY or the AGENCIES.

The PROFESSIONAL specifically acknowledges that if state funding is utilized for the project, the PROFESSIONAL will agree to cooperate with any audit initiated by the Office of the Auditor General of the State of Florida or any successor office.

25.9 - WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

25.10 - FORCE MAJEURE

Neither the COUNTY nor the PROFESSIONAL shall be liable for delay or their failure to perform hereunder due to circumstances beyond their respective control, such as Acts of God, governmental laws or orders, wars, riots, pandemics, national emergencies, strikes, or accidents. The COUNTY or the PROFESSIONAL may suspend their respective performance under this Agreement as a result of a force majeure and they shall resume their performance as soon as is reasonably possible. The delayed party must notify the other party promptly upon the occurrence of any such circumstance, or performance by the delayed party will not be considered excused pursuant to this Section and inform the other party of its plans to resume performance.

25.11 - SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

25.12 - OWNERSHIP OF DOCUMENTS

All documents, such as drawings, tracings, notes, photographs, computer files, plans, specifications, maps, evaluations, reports and other records and data relating to this Agreement shall become the property of the COUNTY and shall be delivered by the PROFESSIONAL to the COUNTY within thirty (30) calendar days of completion of the Project or within seven (7) calendar days of the COUNTY making a request for said document delivery, whichever is applicable. In the event the COUNTY gives the PROFESSIONAL a written Notice of Termination pursuant to Article 22 of this Agreement, or upon issuance to the PROFESSIONAL by the COUNTY of a written MODIFICATION which deletes all or part of the work or services required, the PROFESSIONAL shall deliver to the COUNTY any and all documents listed above with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the PROFESSIONAL for services provided or performed by the PROFESSIONAL pursuant to this Agreement prior to the date of any such termination will be paid to the PROFESSIONAL as provided in Section 22 and within sixty (60) calendar days of the date of issuance of the Notice of Termination.

The PROFESSIONAL, at its expense, may make and retain copies of all documents delivered to the COUNTY for the PROFESSIONAL'S reference and internal use. The PROFESSIONAL shall not use any of these documents and/or data or information contained therein on any other project or for any other client without the prior expressed written permission of the COUNTY.

25.13 - HEADINGS

The headings of the articles, sections, subsections, exhibits, and/or attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, subsections, exhibits and/or attachments.

25.14 - ENTIRE AGREEMENT

This Agreement, including all referenced exhibits and attachments hereto, constitutes the entire Agreement between the COUNTY and the PROFESSIONAL and shall supersede, replace and nullify any and all prior agreements or understandings, written and oral, relating to the matters set forth herein. Prior agreements or understandings, if any, shall have no force or affect whatsoever on this Agreement.

25.15 - EVALUATION OF THE PROFESSIONAL

The COUNTY shall perform a performance evaluation of the PROFESSIONAL. The evaluation shall be forwarded to the PROFESSIONAL for their records.

SECTION 26 - EXECUTION IN COUNTERPARTS

It is anticipated that the Agreement will be executed in counterparts, the sum of which will be

considered a single document binding on both parties. Acceptance of this Agreement shall be indicated by the signature of the named parties in the space provided hereinafter and being attested as indicated.

(The Remainder of This Page is Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Professional Services Agreement effective the last day and year entered below.

(SEAL)

ATTEST:

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

By: _____
Kathryn Starkey, CHAIRMAN

APPROVED
IN SESSION
MAY 17 2022
PASCO COUNTY
BCC

Date: _____

AD-VANCE PERSONNEL SERVICES, INC.,
d/b/a AD-VANCE TALENT SOLUTIONS, INC.

By: _____

Print: _____

Title: OWNER / PRESIDENT

Date: _____

WITNESSES:

_____
Sign Name
Print or Type Name and Title

_____
Sign Name
Print or Type Name and Title

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA }

} ss

COUNTY OF MANATEE }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 28th day of MARCH, 2022, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

BRIAN SUNSERI
[Name], who executed the foregoing instrument as [Title] OWNER/PRESIDENT of [Corporation or Company Name] AD-VANCE TALENT SOLUTIONS, a [check one] [X] corporation [ ] limited liability company, organized under the laws of [State] FL, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name], as attorney in fact.

Said person is personally known to me or has produced DL as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Signature of person taking acknowledgment

Notary Public State of Florida
Candida Casanova
My Commission GG 944243
Expires 04/26/2024

Candida Casanova
Name typed, printed or stamped

Title or rank

Serial number (if any)

EXHIBIT A

Excerpt from Solicitation No. RFP-CA-22-042
(Scope of Services)

EXHIBIT B

PROFESSIONAL'S RESPONSE TO RFP-CA-22-042