BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, DECEMBER 5, 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

H. CONSENT AGENDA

H.1 Approval of the Contract and General Conditions for the Operation of the Treasure Island and Madeira Beach Chamber of Commerce Friday Morning Market
FRIDAYMORNINGMARKET webp.pdf
Friday Morning Market Contract SIGNED.pdf

H.2 Approve City Manager Purchase Authority up to $55,000 to Flowbird Group for FY24 Parking Program Support

I. ITEMS OF BUSINESS

I.1 Second Reading and Final Public Hearing of Ordinance 2023-07, clarifying the regulations for docks by revising Sec. 69-32 Definitions" and Sec. 69-71 "Docks, Davits" Boat Lifts and Boats" and Sec. 69-91 "Procedure" of the City's Land Development Regulations and adding new section 69-55 "Exemptions"
2023 1207 Ordinance 2023-07 Marine Dock Definitions.pdf
Ordinance 2023-07 City of Treasure Island Business Impact Statement.pdf
2023 0817 Resolution 2023-02 Dock Regulations Final Signed.pdf
Ad 000317982-01 Ordinance 2023-07 Affidavit.pdf

I.2 Second Reading and Final Public Hearing of of Ordinance 2023-19, Amending the Fiscal Year 2024 General Fund Budget to appropriate $57,900 from the undesignated General Fund fund balance for the repair and improvements of Tennis Courts at Treasure Bay of which will be partially funded from a United States Tennis Association grant

ORDINANCE_2023-19 Tennis Court Repair and Improvement_Budget_Amendment__02613825_.docx
8-23-2023_City_of_Treasure_Island_Business_Impact_Statement__02572359-3_.docx
Hurricane Relief Commitment Letter Treasure Bay Golf and Tennis Facility 8.29.2023.pdf
Superior Fence Proposals revised.pdf
0000317871-01_Legal Ad ORD2023-19 Affidavit.pdf

I.3 Authorize the City Manager's Purchase Authority for building services to M.T. Causley and Joe Payne, Inc. in the amount of $425,000 for FY 2024

I.4 Parking Program Changes and Sunset Beach Parking Plan Cost Update
City of Treasure Island, FL - Contract Amendment - with corrected quote .pdf
Original LPR System Quote
ePermitting_Software_Quote_-_Passport.pdf

I.5 Authorize the City Manager to approve a Purchase Authorization to Vortex Services, LLC for Lateral Inspection and Lining Services in the amount of $500,000
Vortex Piggy Back Contract.pdf

I.6 Authorize the City Manager to Purchase of a Claw Truck for $255,520.24 using the Sourcewell Purchasing Consortium to replace the existing Claw Truck
Exhibit 1 - Treasure Island, City of (FL) thru PI Direct (Sourcewell) TL3 2030HDX Pete537 11152023.pdf
Exhibit 2 - TL-3 Brochure.pdf
Exhibit 3 - Hardox-2-page-brochure-52014.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. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 5, 2023
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Request to Commission
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval of the Contract and General Conditions for the Operation of the Treasure Island and Madeira Beach Chamber of Commerce Friday Morning Market
BACKGROUND:	The Treasure Island and Madeira Beach Chamber of Commerce has hosted a Friday Morning Market at Treasure Island Park since approximately 2003.The market is held from the first Friday in December through the last Friday in in April annually. The City does not have a current agreement with Treasure Island & Madeira Beach Chamber of Commerce to host the market in Treasure Island Park. City staff recently met with the Treasure Island & Madeira Beach Chamber President, Barry Rubin to discuss the potential of expanding the market to include more produce, gourmet/artisan food and additional vendors. Mr. Rubin agree to explore ways to expanding the market, especially to give it more of a "farmers market" feel with produce and gourmet/artisan food options.
POLICY/PURPOSE:	Commission approval is required to authorize the City Manager to enter into Contract with Treasure Island & Madeira Beach Chamber of Commerce for its annual Friday Morning Market.
STRATEGIC PLAN RELEVANCE:	Financial and Economic Development Road Map GOAL 1: Foster a vibrant business community: OBJECTIVE 1: Identify opportunities to cultivate an environment to help local businesses thrive. Community Road Map: Goal 1 Objective 3, Expand programming opportunities and unique community events.

ANALYSIS/DISCUSSION: The Friday Morning Market will be held on Fridays from the first Friday in December through the last Friday in April of each year, with setup and breakdown of the market occurring on the same day. The Friday Morning Market will start at 9:00 am and finish by 2:00 pm. Setup will occur from 7:00 am to 9:00 am. Breakdown will begin immediately after the market from 2:00 pm and last until 3:00 pm.

The term of the contract shall be in effect twelve (12) months from the date first written on the contract. The contract may be renewed for additional five (5) one (1) year renewal terms upon the mutual written agreement of both parties. Any significant requests for changes to the contract for the annual Friday Morning Market will need to be approved by the City Commission.

The Chamber agrees to provide to the City annually and by no later than two (2) weeks prior to the first event date, a detailed site plan and schedule for the Friday Morning Market, which shall include the agreed upon parking area for vendors and set-up date and times through breakdown of the market to the Parks and Recreation Director. Any changes or additions to the event activities or extension of event times will require additional Commission approval and an amendment to the contract.

The market will be open to artisan, non-food, food vendors and not-for-profit organizations.

The Friday Morning Market will be held in Treasure Island Park at One Park Place, Treasure Island, FL 33706. Treasure Island Park shall remain open to the public during the Friday Morning Market.

The City will allow the vendors to park one (1) vehicle per vendor space in Treasure Island Park during the market as designated on the site plan. Historically, the city has waived parking meter fees at the Treasure Island Community Center parking lot from 9:00 am to 2:00 pm for utilization by attendees during the market so this is also reflected in the agreement.

The Treasure Island and Madeira Beach Chamber of Commerce is responsible for providing the following:

1. The Chamber is required to provide the City with a Certificate of Insurance naming the City of Treasure Island as an additional insured entity as outlined in the Contract and is to be submitted to the Parks and Recreation Department no later than five (5) days prior to the first day of the market. The Certificate of Liability Insurance shall cover the entire day and times encompassed by the Friday Market.
2. The Chamber should operate the market similar to a Farmer's Market providing local farmers and artisans to sell fruit, vegetables, meat, cheese, and bakery products directly to marketgoers. The Chamber shall continue to enhance the market with unique and varied vendors.
3. The Chamber is responsible for obtaining the necessary permits from the Florida Department of Business and Professional Regulations to operate the Friday Market.
4. The Chamber is responsible for providing staff or volunteers for the cleanup, trash pickup, and trash disposal generated by the Friday Market. Throughout the event and at the conclusion of the event, Treasure Island Park must be cleaned and free from trash and debris and returned to the condition in which it was originally found. The Chamber and its staff or volunteers will be responsible for emptying trash receptacles and coordinating with Parks and Recreation staff to dispose of trash bags. The Chamber will reimburse the city for any additional cleanup attributed to the Friday Market that is conducted by city staff and as related to the market.
5. If the Chamber provides food vendors in conjunction with the Friday Market, the City must receive a Certificate of Insurance and all necessary permits required for providing for the vendors from the individual vendors.
6. The Chamber is responsible for obtaining the necessary permits from the City's Community Improvement Department for the installation of tents larger than 10 feet x 10 feet, and/or for the use of commercial equipment, including but not limited to staging, as applicable and consistent with the City's Code of Ordinances.
7. The Chamber agrees to cancel the Friday Market during City observed holidays that fall within the market schedule.
8. The Chamber is responsible for promoting the Friday Market.
9. Vendors must utilize generators for any and all electrical needs pertaining to vendor space.
10. The Chamber will be permitted to have up to a 10x10 stage for entertainment during the market.
11. The Chamber of Commerce will pay the Park Improvement Fund fee as approved in the City of Treasure Island's Adopted Fee Schedule, as may be

amended through the annual budget process. Such funds will be accounted for based on Governmental Accounting Standards Board and/or Governmental Finance Officers Association standards.

12. The Chamber shall not sell or serve or permit the sale or service of any alcohol at the Friday Market.

FUNDING:

The Treasure Island and Madeira Beach Chamber of Commerce will pay to the Park Improvement Fund three percent (3%) of net profits from fund-raising or revenue-generating activities or events held in city-owned parks by Non-Profits and For-Profit organizations, and as approved by the City. Such funds will be accounted for in a separate account that will only be used towards park improvements.

The Chamber will provide a financial report at the end of the market season to the Parks and Recreation Department. The Finance Department will bill the Chamber of Commerce at the end of the season based off the financial report.

MOTION:

I move to approve and authorize the City Manager to enter into a contract with the Treasure Island and Madeira Beach Chamber of Commerce to operate the Friday Market in Treasure Island Park.

ATTACHMENTS:

FRIDAYMORNINGMARKET webp.pdf
Friday Morning Market Contract SIGNED.pdf


Friday Morning
MARKET

CONTRACT AND GENERAL CONDITIONS FOR OPERATION OF TREASURE ISLAND & MADEIRA BEACH FRIDAY MARKET

This **CONTRACT** ("CONTRACT"), is entered on this_____ day of November 2023 ("Effective Date"), by and between the **CITY OF TREASURE ISLAND, FLORIDA,** a Florida municipal corporation with its principal address at 120 108th Avenue, Treasure Island, FL 33706 ("CITY") and **TREASURE ISLAND & MADEIRA BEACH CHAMBER OF COMMERCE, INC.,** a Florida Not for Profit Corporation with its principal place of business at 12601 Gulf Boulevard, Treasure Island, FL 33706 ("CONTRACTOR") (collectively, the "Parties"), who, in consideration of the mutual promises and agreements set forth herein, agree as follows:

ARTICLE 1 - SCOPE OF CONTRACT

TREASURE ISLAND & MADEIRA BEACH CHAMBER OF COMMERCE

The CITY has been authorized by the City Commission of the City of Treasure Island ("Commission") to contract with CONTRACTOR for the general conditions for operation of the Annual Friday Market (hereinafter the "EVENT") to be held in the CITY during the dates and times as provided herein.

ARTICLE 2 - TERM AND DATES OF APPLICABILITY

1. The EVENT shall be held on Fridays from the first Friday in December through the last Friday in April of each year that this CONTRACT is in effect, with setup and breakdown of the EVENT occurring on the same day (hereinafter, all dates on which the EVENT is scheduled shall be referred to as the "EVENT DATE").

2. The EVENT shall start at 9:00 am and finish by 2:00 pm. Setup will occur from 7:00 am to 9:00am. Breakdown will begin immediately after the EVENT from 2:00 pm and last until 3:00 pm.

3. This CONTRACT shall be in effect twelve (12) months from the date first written above. The CONTRACT may be renewed for additional five (5) one (1) year renewal terms upon the mutual written agreement of the Parties pursuant to article 9, section 16. Any such mutual written renewal agreement shall specify the dates and times that the EVENT for that year will run and amend any portion of this CONTRACT related to dates or times. Any significant requests for changes to the contract for the annual Friday Market will need to be approved by the City Commission. This CONTRACT

shall govern CONTRACTOR's rights and obligations in connection with the EVENT from the commencement of the EVENT setup to the conclusion of all EVENT activities, including breakdown. CONTRACTOR agrees to provide to the CITY annually and by no later than two (2) weeks prior to the first EVENT DATE, a detailed site plan and schedule of the EVENT, which shall include the agreed upon parking area for vendors and set-up date/times through breakdown of the EVENT to the Parks and Recreation Director. Any changes or additions to the event activities or extension of event times will require additional Commission approval and an amendment to this CONTRACT.

4. The EVENT area shall be limited to Treasure Island Park at One Park Place, Treasure Island, FL 33706. The Treasure Island Park shall remain open to the public during the EVENT. This CONTRACT does not provide CONTRACTOR any exclusive rights to CITY owned property.

ARTICLE 3 - TERMINATION OR SUSPENSION OF THE CONTRACT

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

ARTICLE 4 - OBLIGATIONS OF THE CITY

1. The CITY authorizes CONTRACTOR's vendors to park one (1) vehicle per vendor space in Treasure Island Park during the EVENT as designated on the site plan.

2. The CITY will waive parking meter fees at the Treasure Island Community Center parking lot from 9:00 am to 2:00 pm for utilization by EVENT attendees during the EVENT.

ARTICLE 5 - OBLIGATIONS OF CONTRACTOR

1. CONTRACTOR is required to provide the CITY with a Certificate of Insurance naming the CITY as an additional insured entity at a level no less than the specific limits required in Article 8, Section 2 below, to be submitted to the CITY Parks and Recreation Department no later than five (5) days prior to the first day of the EVENT. The Certificate of Liability Insurance shall cover the entire day/times encompassed by

the EVENT and Effective Date of this CONTRACT beginning at set up time through the final breakdown of the EVENT. See Article 8 for more information regarding insurance.

2. CONTRACTOR shall operate the EVENT as a Farmer's Market and continue to enhance the market with unique, varied vendors. For the purposes of this CONTRACT, a Farmer's Market is a food market at which local farmers sell fruit, vegetables, meat, cheese, and bakery products directly to consumers.

3. CONTRACTOR is responsible for obtaining the necessary permits from the Florida Department of Business and Professional Regulations to operate the EVENT.

4. CONTRACTOR is responsible for providing staff or volunteers for the cleanup, trash pickup, and trash disposal generated by the EVENT. Throughout the EVENT and at the conclusion of the EVENT, the EVENT area must be cleaned and free from trash and debris and returned to the condition in which they were originally found. CONTRACTOR shall be responsible for keeping the EVENT area clean and free from trash. CONTRACTOR and its staff or volunteers will be responsible for emptying trash receptacles and coordinating with Parks and Recreation staff to dispose of trash bags. Any additional cleanup attributed to the EVENT will be conducted by the CITY and CONTRACTOR will reimburse the CITY for any and all of this additional work related to the EVENT.

5. If the CONTRACTOR provides food vendors in conjunction with the EVENT, the CITY must receive a Certificate of Insurance and all necessary permits required for providing for the vendors. See Article 8 for more information regarding insurance.

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

7. CONTRACTOR agrees to cancel EVENT during CITY observed holidays.

8. CONTRACTOR is responsible for promoting the EVENT.

9. CONTRACTOR, vendors, performers, and EVENT participants must adhere to and comply with all applicable Federal, State, and local laws, regulations, and ordinances. CONTRACTOR shall be responsible for ensuring the provisions of this CONTRACT are complied with and not violated by EVENT organizers, vendors, performers, and EVENT participants.

10. Vendors must utilize generators for any and all electrical needs pertaining to vendor space.

11. The EVENT will be held in Treasure Island Park, One Park Place, Treasure Island, FL

33706.

12. The CONTRACTOR will pay the Use pf Public Property Review – Park Improvement Fund fee as approved in the City of Treasure Island's Adopted Fee Schedule, as may be amended. Such funds will be accounted for based on Governmental Accounting Standards Board and/or Governmental Finance Officers Association standards.

13. The CONTRACTOR shall abide by all City of Treasure Island ordinances.

14. The CONTRACT shall not sell or serve or permit the sale or service of any alcohol at the EVENT.

ARTICLE 6 - INJURY OR DAMAGE TO PERSONS OR PROPERTY

If any party to the CONTRACT suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding twenty- four (24) hours after the first observance. This notice shall provide sufficient detail to enable the other party to investigate the matter.

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

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

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

- Section 119.0701, Florida Statutes, maintenance of public records as applicable.
- Section 161.58, Florida Statutes
- All CITY ordinances

ARTICLE 8 - INDEMNIFICATION AND INSURANCE

1. Indemnification

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

Subject to the limitations set forth in this Article 8, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the CITY for which CONTRACTOR is obligated to indemnify, defend, and hold harmless the CITY and, in connection of such defense, shall appoint lead counsel in each case at CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If CONTRACTOR assumes control of the defense of any third-party claim in accordance with this Article 8, CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, CONTRACTOR shall not

assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the CITY, be detrimental in any material respect to the CITY's reputation; (b) the third party claim seeks an injunction or equitable relief against the CITY; or (c) CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

2. 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 SUBCONTRACTORS(S), if utilized, to acquire and maintain the same.**

1. The CONTRACTOR will provide the CITY with a Certificate or Certificates of Insurance showing the existence of coverage as required by the CONTRACT prior to the start of any work under this CONTRACT. 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: Parks and Recreation
   Department 120 108th Avenue
   Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Workers' Compensation policy, 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 is signing the CONTRACT 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: Employer's Liability:

2. Florida Statutory Requirements
   $1,000,000 Each Employee
   $1,000,000 Each Employee Disease
   $1,000,000 Aggregate Disease

3. 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.

   $1,000,000 Per Occurrence
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal/Advertising Injury
   $2,000,000 General Aggregate

4. 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

5. Excess or Umbrella Liability Insurance: The CONTRACTOR shall provide excess of the primary coverage required in items 1, 2, 3, and 4 above.

   $1,000,000 Per Occurrence
   $1,000,000 General Aggregate

6. 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 CONTRACT.

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.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

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

2. Attorneys' Fees and Costs
In the event of any action brought by either party against the other to enforce any of

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

3. Validity. Severability and Reformation

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

4. Assignment and Construction of Contract

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

5. Permits

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

6. Entire Agreement

This CONTRACT embodies the entire CONTRACT of the CITY and CONTRACTOR. There are no promises, terms, conditions, or allegations other than those contained herein, and this document shall supersede all previous communications, representations, and/or agreements whether within or verbal between the parties hereto.

7. Liability

CONTRACTOR is liable for all obligations under this CONTRACT.

8. No Third-Party Beneficiaries

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

9. Termination

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

10. Non-Reliance

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

11. Waiver

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

12. Notices

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

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

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

If to CONTRACTOR:
Treasure Island & Madeira Beach Chamber of Commerce
12601 Gulf Boulevard
Treasure Island, FL 33706
Attn: Chamber President

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

13. Headings and Section References

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

14. E-Verify

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

15. Force Majeure

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

16. Amendments

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

17. No Issuance of Identification Documents

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.

18. No Affiliation with Foreign Countries of Concern

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.

19. Termination for Scrutinized Companies

By executing this CONTRACT, pursuant to section 287.135, Florida Statutes, CONTRACTOR certifies, represents, and warrants that it is not on the Scrutinized Companies that Boycott Israel List and it is not participating in a boycott of Israel, and that all such certifications were true as of the effective date of any this CONTRACT. Notwithstanding anything contained in this CONTRACT to the contrary, the CITY may terminate this CONTRACT immediately if 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.

20. Public Records

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

cityclerk@mytreasureisland.org

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

CITY: The City of Treasure Island

_____
Amy Davis, City Manager

ATTEST:

_____
Celine Kidwell, City Clerk

CONTRACTOR: TREASURE ISLAND & MADEIRA BEACH CHAMBER OF COMMERCE, INC.

_____
By: Barry Robin

Title: Pres. + CEO

WITNESS:

_____
Name: Jill Dunavin

WITNESS:

_____
Name: Kathleen Yarmonchik

AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 5, 2023
SUBMITTED BY:	Mike Munger, Finance
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approve City Manager Purchase Authority up to $55,000 to Flowbird Group for FY24 Parking Program Support
BACKGROUND:	The City has been partnering with Flowbird (formerly Cale) since 2017, and this partnership has coincided with significant changes to our parking system. Over the past three years, the City has added capacity to its inventory of paid parking, taken steps to enhance the user experience, and replaced older equipment with more efficient and reliable meters. This item before you seeks to build on those accomplishments and makes recommendations to enhance the experience for users and help streamline the management of the city's parking system.
POLICY/PURPOSE:	Per Ord. 2-276(b) of the City's Code of Ordinances, the Commission is required to approve purchases in excess of $25,000.
STRATEGIC PLAN RELEVANCE:	This item will serve Goal 1 of the Infrastructure Road Map by protecting the City's assets to sustain the future of Treasure Island. The City's parking program has established itself as an important revenue stream to general fund operations, so ensuring our parking system is as robust and modern as possible will help maintain the operations of the parking program and other general fund programs.
ANALYSIS/DISCUSSION:	Flowbird is the provider of our parking equipment and the software support that comes with the meters. The City is charged various support and maintenance fees based on the number of meters and paystations we have online throughout

the City. Given the various ages of our equipment and the different meter types, these support costs vary during each fiscal year as each monthly billing may vary slightly. For FY24, staff has projected that we will spend approximately $30,800 for enhanced maintenance of our parking equipment and another $18,590 for the transaction software. The balance of the $55,000 spending authority will be consumed by other maintenance items and supplies.

FUNDING: The annual support costs for our parking system are reflected in the Parking program account (001-5193-46100), while the revenues from the metered parking are reflected in its unique revenue account (001-344500).

MOTION:

I move to approve City Manager Purchase Authority up to $55,000 to Flowbird Group for the purchase of recurring operational and support services of the City's parking equipment.

ATTACHMENTS:

AGENDA ITEM NO. I.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 5, 2023
SUBMITTED BY:	Kathryn Younkin, Community Development
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second Reading and Final Public Hearing of Ordinance 2023-07, clarifying the regulations for docks by revising Sec. 69-32 Definitions" and Sec. 69-71 "Docks, Davits" Boat Lifts and Boats" and Sec. 69-91 "Procedure" of the City's Land Development Regulations and adding new section 69-55 "Exemptions"
BACKGROUND:	Comprehensive Plans and Land Development Regulations are the fundamental policy tools of municipalities. The current Land Development Regulations for docks specify regulations for an inside corner dock and references an Exhibit A. There are other types of lots that are found on the inside corner of canals and not shown on Exhibit A. The proposed ordinance defines these three types of inside corner lot docks in Sec. 69-32 and establishes locational and dimensional regulations for each of these three types in Sec. 69-71. In addition, the definitions of repair and replacement have been clarified in Sec, 69-32. The proposed ordinance 2023-07 also clarifies the purpose of the exhibit in Sec. 69-91 regarding variances. Additionally, new 2023 Legislation created a process for review or exemption of floating boat lifts and floating vessel platforms and this has been incorporated into the proposed ordinance as well.
POLICY/PURPOSE:	To clarify the Land Development Regulations.
STRATEGIC PLAN RELEVANCE:	Financial and Economic Development Road Map Goal 1: Foster a vibrant business community.

Objective 2

Bold Action 1: Perform a review of local ordinances and Land Development Regulations

Bold Action 2: Update the City's Comprehensive Plan, local ordinances, and Land Development Regulations

ANALYSIS/DISCUSSION:

There have been numerous interpretations over the years as to how inside corner lots are treated and what constitutes an inside corner lot. This ordinance clarifies these three different types of lots found at the inside corners of canals and creates regulations for permitting docks on these lots. These three types are:

- Dock, adjacent to an inside corner lot
- Dock, inside corner lot
- Dock, pie shaped corner lot

Setbacks, widths and lengths for these three types of docks are clarified. GIS studies looked at the three types of lots noted above, in order to ensure that clarifying these regulations would not create a large number of non-conforming docks. Using these studies, the proposed regulations appear to be consistent with the development pattern that has been approved in the past.

The other item that was clarified was the regulations regarding repair and replacement, these definitions were changed to more closely mirror the city regulations for non-conforming structures. While the regulations under DIVISION 4. - NONCONFORMING USES, Sec. 68-512 “Regulation” uses 50% of fair market value as the cut-off for restoration, as the appraisal of dock values is not a tool that is readily available to applicants, the proposal in the ordinance is to use a 50% threshold of the actual structure as the line between repair and replacement.

The LPA recommended approval of Resolution 2023-02 to move the above noted items in 2023-07 to the City Commission on August 17, 2023.

Subsequently language was added to the Ordinance to incorporate changes to Florida Statutes regarding “floating boat lifts” and “floating vessel platforms” and the regulatory requirements for these, which include exemptions as spelled

out in a new Sec 69-55. Information was added as to how to calculate the number of multi-use private docks and to allow the multi-use private docks previously allowed to be connected.

First reading was held on November 7, 2023 and the one typographical error was corrected. Since the first reading the word "maybe" was corrected to "may be" on page 5, under Sec 69-71 (a) (2) in the third sentence.

FUNDING: Not applicable.

MOTION: I move to approve/deny Ordinance 2023-07 at Second and Final Public Hearing, amending Chapter 69 “Marine Structures and Commercial Fishing”.

ATTACHMENTS:
2023 1207 Ordinance 2023-07 Marine Dock Definitions.pdf
Ordinance 2023-07 City of Treasure Island Business Impact Statement.pdf
2023 0817 Resolution 2023-02 Dock Regulations Final Signed.pdf
Ad 000317982-01 Ordinance 2023-07 Affidavit.pdf

ORDINANCE 2023-07

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 69 "MARINE STRUCTURES AND COMMERCIAL FISHING" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING SECTION 69-32 "DEFINITIONS" IN ORDER TO PROVIDE DEFINITIONS OF ADJACENT TO AN INSIDE CORNER LOT DOCK, INSIDE CORNER LOT DOCK, PIE SHAPED CORNER LOT DOCK, FLOATING BOAT LIFT, FLOATING VESSEL PLATFORM, AND NATURAL DISASTER, AND TO MORE CLEARLY DEFINE REPAIR AND REPLACEMENT; BY CREATING SECTION 69-55 "EXEMPTIONS" TO EXEMPT CERTAIN STRUCTURES FROM PERMITTING REQUIREMENTS UNDER THIS ARTICLE PURSUANT TO THE FLORIDA STATUTES; BY REVISING SECTION 69-71 "DOCKS, DAVITS, BOAT LIFTS AND BOATS" TO CLARIFY DIMENSIONAL AND LOCATIONAL REGULATIONS FOR ADJACENT TO AN INSIDE CORNER LOT DOCK, INSIDE CORNER LOT DOCK, PIE SHAPED CORNER LOT DOCK AND TO CLARIFY REGULATIONS FOR REPAIR AND REPLACEMENT OF DOCKS; BY REVISING SECTION 69-91 "PROCEDURE" TO REFERENCE A CODIFIED EXHIBIT AND CLARIFY THE CALCULATIONS OF THAT EXHIBIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article II of Chapter 69 of the City Code of Ordinances ("Code"), entitled "Marine Structures And Commercial Fishing," regulates land development pursuant to Chapter 163, F.S. related to growth policy and municipal planning; and

WHEREAS, the references to Florida Statutes that are contained in Chapter 69 do not reflect the current statutory provisions and the reference needs to be corrected; and

WHEREAS, Section 69-32 does not address differing corner lots and is amended to provide clarity and definitions of inside corner lots, lots adjacent to inside corner lots, pie shaped corner lots in relation to dock construction and natural disasters; and

WHEREAS, section 403.813, Florida Statutes, exempts certain structures regulated under the Code from the City's permitting requirements; and

WHEREAS, the intent of the regulations of Section 69-71 are to identify the location and dimensional regulations of docks through its text and its exhibit entitled "Exhibit A Measurement and Dock Location Requirements" and it is amended to have its

text clearly explain the measurement and dock location requirements shown in Exhibit A; and

WHEREAS, pie shaped corner lots were not clearly provided for in Exhibit A and many properties have those type of lots so the City desires to adopt Exhibit B to clarify the measurement and dock location requirements for pie shaped corner lots in a manner that is consistent with historical permitting practices; and

WHEREAS, the definition of repairs and replacements are to be clarified to make those terms consists with the City's other regulations related to nonconforming structures; and

WHEREAS, Section 69-91 omits specific reference to a codified exhibit reference and the City desires to include the specific reference; and

WHEREAS, the Local Planning Agency met on August 17, 2023, and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable to clarify various requirements in the Code; 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, FLORIDA 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 69-32 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 69-32. - Definitions.

The following words, terms and phrases when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Boat means any manmade item which floats and is designed to be propelled by oars, paddles, sail, motorized power or by any other means. Proof of title along with registration as a vessel in accordance with F.S. ch. 327 and 328 shall be required. Personal watercraft are exempted from consideration as a boat as defined herein.

Boat lift means a device for lifting boats out of the water for storage over the water. Boat lifts shall be inclusive of all four post lifts and service catwalks, but exclusive of davits where the davit base is not within the waters of the city.

Catwalk means a narrow dock with a minimum width of 24 inches and a maximum width of 36 inches.

Commercial dock means any dock which will be used in connection with or owned by a hotel, motel, restaurant, social or fraternal club or organization or commercial enterprise of any type whatsoever.

Construction means completely new work, repairs, replacements and extensions to existing structures, except that it shall not include the repair or replacement of decking, stringers, railings, lower landings or the patching or reinforcing of existing pilings on a private, commercial or multi-use private dock for which a permit was originally issued.

Dock means any structure, otherwise known as a pier, wharf or loading platform which is constructed on piling over open water or which is supported by floatation on the water.

*Dock, adjacent to an inside corner lot m*eans a dock located on a property immediately adjacent to an inside corner lot as depicted in Section 69-71 in Exhibit A – Lots 1 and 4. Generally adjacent to an inside corner lot docks occur in Isle of Capri.

Dock, inside corner lot means a dock located on a lot at the inside corner of a canal, where the property lines of the abutting properties at the waterfront, if extended into the water would meet at an angle of approximately 90 degrees as depicted in Section 69-71 in Exhibit A – Lot No. 3. Generally inside corner lot docks occur in Isle of Capri.

Dock, pie shaped corner lot means a dock located on a lot, where the property lines, if extended into the water would meet at a point within 200 feet of the waterfront property line as depicted in Section 69-71, Exhibit B1 and B2.

Floating boat lift means a boat lift that floats at all times in the water.

Floating dock means any dock supported by flotation devices and influenced by the daily ebb and flow of the tide. Incidental movement or the capability of movement upon water shall not preclude a structure from classification as a floating dock. Registration of the structure as a vessel in accordance with F.S. ch. 327 and 328 shall not preclude a structure from classification as a floating dock. This definition shall not apply to a floating boat lift or floating vessel platform permitted by the Florida Department of Environmental Protection pursuant to chapter 403, Florida Statutes.

Floating vessel platform means a structure that floats at all times in the water and is used solely for the purpose of supporting a vessel so that the vessel is out of the water when not in use.

Multi-use private dock means any dock owned in common or used jointly by the residents of an apartment house (more than two units), condominium or cooperative apartment.

Natural disaster means an act of God, including but not limited to hurricane, lightening, storm tornado, flood, severe wave action.

Permanent mooring means the docking of a boat for in excess of 72 hours in any seven-day period. Any extension to this time period may be granted for extenuating circumstances by approval of the city manager.

Personal watercraft means any inboard powered vessel less than 16 feet in length which is propelled by a jet drive. It is designed to carry from one to three persons, and be operated by a person sitting, standing, or kneeling on the vessel, rather than the

conventional manner of sitting or standing inside the vessel. Its use is subject to all local, state and federal regulations governing the operation of powerboats of similar size.

Private dock dwelling, single-family means any dock which will be used by an individual owner, his family and friends, or means any single structure dock facility which provides dockage for a duplex type residential unit. This definition is not to include docks servicing zero lot line attached units. A private dock shall not be used for the production of income.

Repair means ~~the~~ replac~~ement~~ing ~~of~~ less than:

(1) 50 percent of the ~~The~~ piling or support system of a dock or lift;

(2) ~~More than 25~~ 50 percent of the dock surface area.

Replacement means ~~the~~ replacing more than:

(1) 50 percent or more of the pilings or support system of a dock or lift;

(2) 50 percent or more of the dock surface area.

Seawall means any hardening of the shore by the installation of a vertical wall where such structure is toed in within the waters of the city. This definition specifically excludes upland retaining walls located outside the waters of the city.

Seawall line means that line established by the city under authority of its charter.

Service catwalk means a structure on pilings over open water similar to a dock. The service catwalk shall be a minimum of two feet wide, a maximum of three feet wide and used solely in conjunction with a boat lift for servicing the boat and lift. This structure shall the considered part of the boat lift.

Tiepoles shall include dolphins or mooring poles which are placed to provide anchorage, mooring or space for a ship or boat.

Work means any project, activity, alteration, construction, maintenance, repair, placement or replacement of or with respect to any dock, dock related structure, or floating dock.

SECTION 3. That section 69-55 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby created to read as follows:

Sec. 69-55. - Exemptions.

(a) *Floating boat lifts*. Floating boat lifts that meet the statutory requirements of F.S. § 403.813(1)(s), as amended, are exempt from the permitting requirements of this article.

(b) *Floating vessel platforms*.

(1) Floating vessel platforms that meet the statutory requirements of F.S. § 403.813(1)(s), as amended, are exempt from the permitting requirements of this article provided the floating vessel platform owner has self-certified compliance with the statutory exemption criteria.

(2) Floating vessel platforms which must have a general permit pursuant to F.S. § 403.813, as amended, and do not qualify for the exemption in F.S. § 403.813(1)(s), and do not cause significant adverse impacts individually or cumulatively as defined by the Florida Department of Environmental Protection are exempt from the permitting

requirements of this article provided the structures are in compliance with their general permit.

(3) Regardless of subsections 1 and 2 above, floating vessel platforms attached to a bulkhead on a parcel of land where there is no other docking structure are required to have a permit that meets the requirements of section 69-71. All other floating vessel platforms that do not meet the criteria in subsections 1 or 2 above are required to have a permit meeting the requirements of section 69-71.

SECTION 4. That section 69-71 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 69-71. - Docks, davits, boat lifts and boats.

(a) *Maximum width, length and position of* docks*, davits, boat lifts and tiepoles.*

(1) Setbacks: All docks to be constructed on waterfront property of less than 60-foot frontage must be located so that no portion of the proposed dock is closer to either extended property line than one-third of the waterfront measurement. All docks to be constructed on waterfront property of more than 60-foot frontage must be located so that no portion of the proposed dock is less than 20 feet from either adjacent extended property line. ~~Docks~~ An inside corner lot dock and a pie shaped corner lot dock ~~located on waterfront property on the inside corner of a canal~~ may be located not closer than five feet from either adjacent extended property line. ~~The location of~~ An adjacent to an inside corner lot dock is prohibited from being located on 50% of the lot closest to the inside corner lot, including tiepoles.

(2) Width: All docks, not to include boatlifts and davits, shall be constructed so that the width of same shall not exceed 25 percent of the width of the property involved at the waterfront. Residential docks and boat lifts shall be limited to a combined maximum width of 35 feet. If more than one multi-use private dock is allowed on a property, the docks may be combined so long as their combined width does not exceed the maximum allowable width of each individual dock.

Length: The length of all docks shall not exceed a maximum length of 50 feet, including tiepoles. An inside corner lot dock and an adjacent to an inside corner lot dock is limited to a length of half of the waterfront width. A pie shaped corner lot dock may not encroach into the extended property lines of abutting properties, or within 10-feet of the terminus of the extended property lines.

Catwalks: Catwalks shall have a minimum width of 24 inches and a maximum width of 36 inches.

(3) All davits and lifts shall comply with all setback and locational requirements of docks.

(4) All tiepoles shall be located within the extension of the side property lines, project not farther above the surface of the water than is reasonably necessary for their use, and in no case higher than ten feet above mean high water. Tiepoles shall be located no more than 50 feet from the seawall.

(5) Docks shall be constructed so that no portion of the deck projects above the level of the seawall cap more than 12 inches.

(6) The location of all inside corner lot docks and adjacent to an inside corner lot docks, including the measurements, limitations and restricted area in which docks are not permitted, shall be in accordance with the requirements of Exhibit A, attached hereto and incorporated herein, which, along with its locations, measurements, limitations and restricted area is incorporated in this Code. The location of all pie shaped corner lot docks, including the measurements, limitations and restricted area in which docks are not permitted, shall be in accordance with the requirements of Exhibits B1 and B2, attached hereto and incorporated herein, which, along with its locations, measurements, limitations and restricted area is incorporated in this Code.

(7) All docks, davits, lifts or tiepoles, as permitted, shall be located so as not to interfere with the riparian rights of adjacent properties.

(8) All boats and personal watercrafts moored at a private dock shall be located so as not to interfere with the riparian rights of adjacent properties.

(b) *Disrepair or dilapidated* docks. If any dock is permitted to fall into disrepair so as to become a dangerous structure involving risks to the safety and well-being of the community or individual members thereof, such structure must be either removed or ~~repaired~~ replaced as to conform with the requirements of these regulations. Repairs may be made to nonconforming docks and lifts.

(c) *Repair of* docks *damaged by natural disaster.* Dock owners shall be permitted to repair or replace docks that have been damaged by a natural disaster ~~(act of God, heavy winds and/or seas)~~ in the same configuration as the original permitted dock.

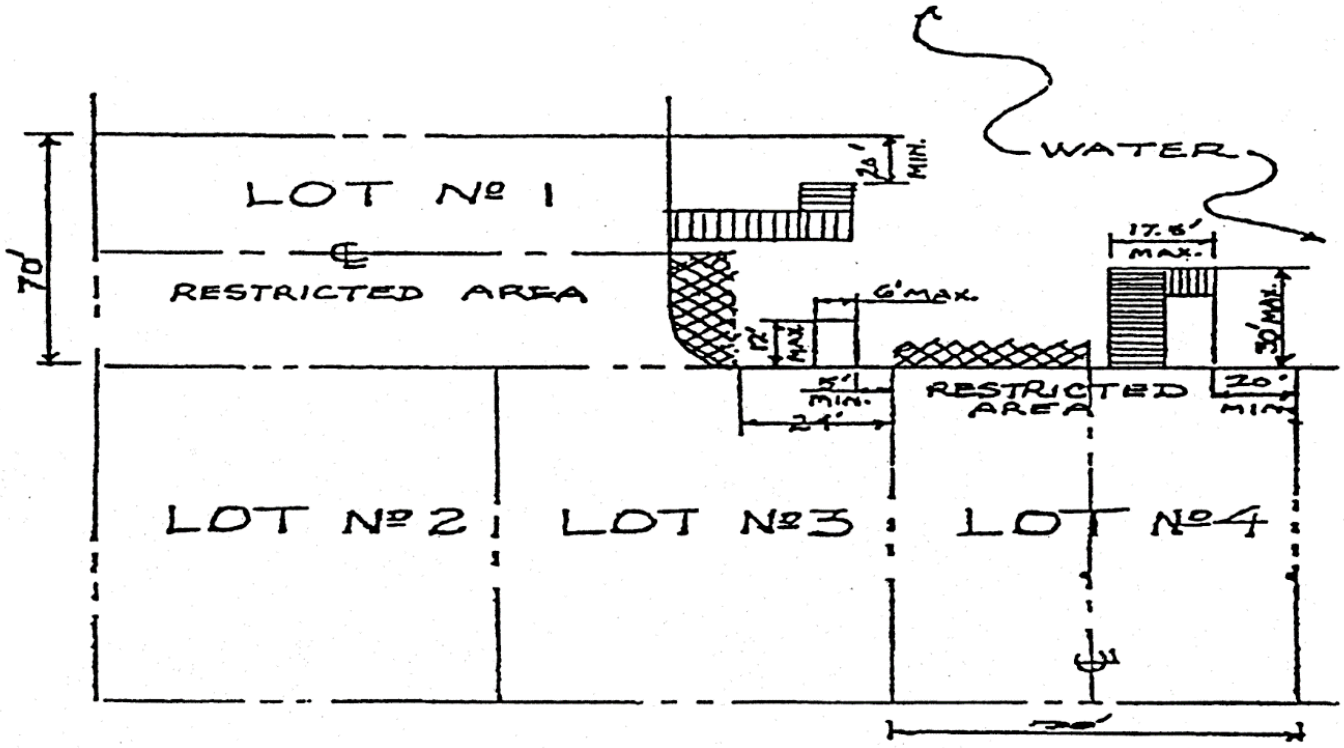
(d) *Number of* docks.

(1) *Private* docks. A private dock shall not be used to accommodate more than two boats for permanent mooring. No more than one dock structure shall be located at any dwelling, single-family, with the exception of service catwalks. Catwalks and service catwalks will be considered part of the private dock and shall be included in the width calculations for the total dock structure.

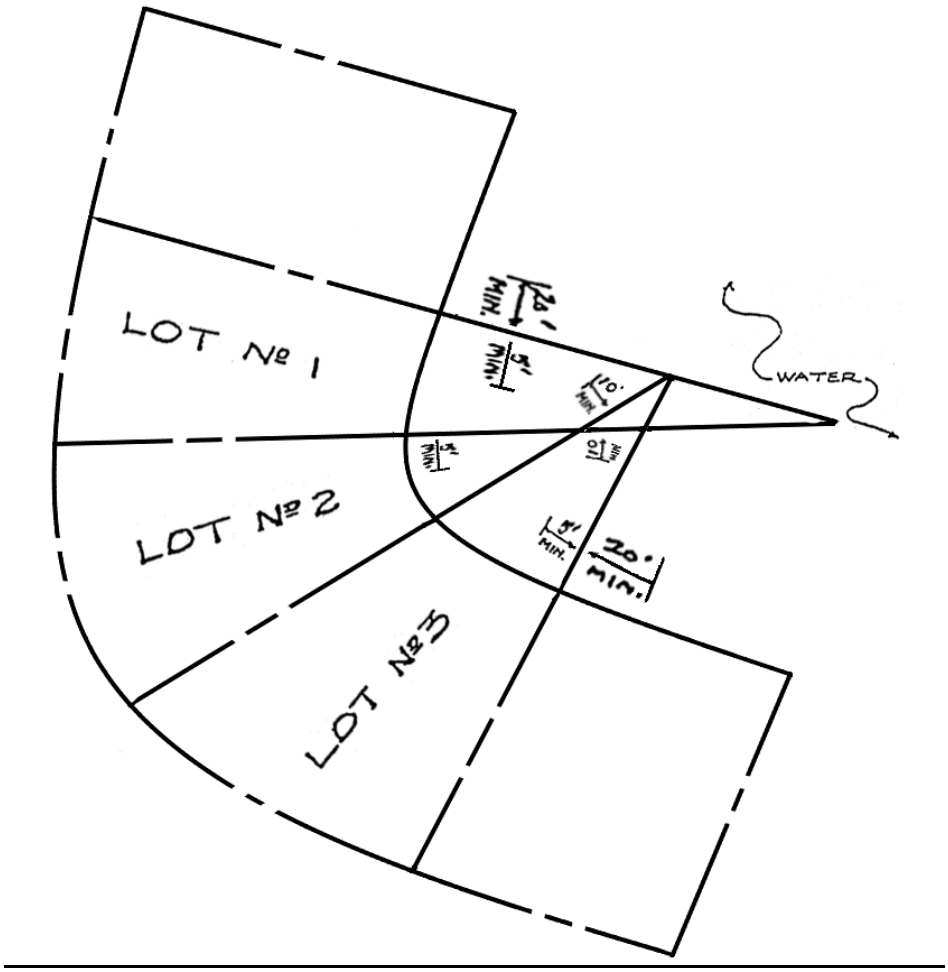
(2) *Multi-use private* docks. There shall be no more than one multi-use private dock for every two dwelling units.

(3) *Commercial* docks. The number of commercial docks shall be permitted by locational requirements.

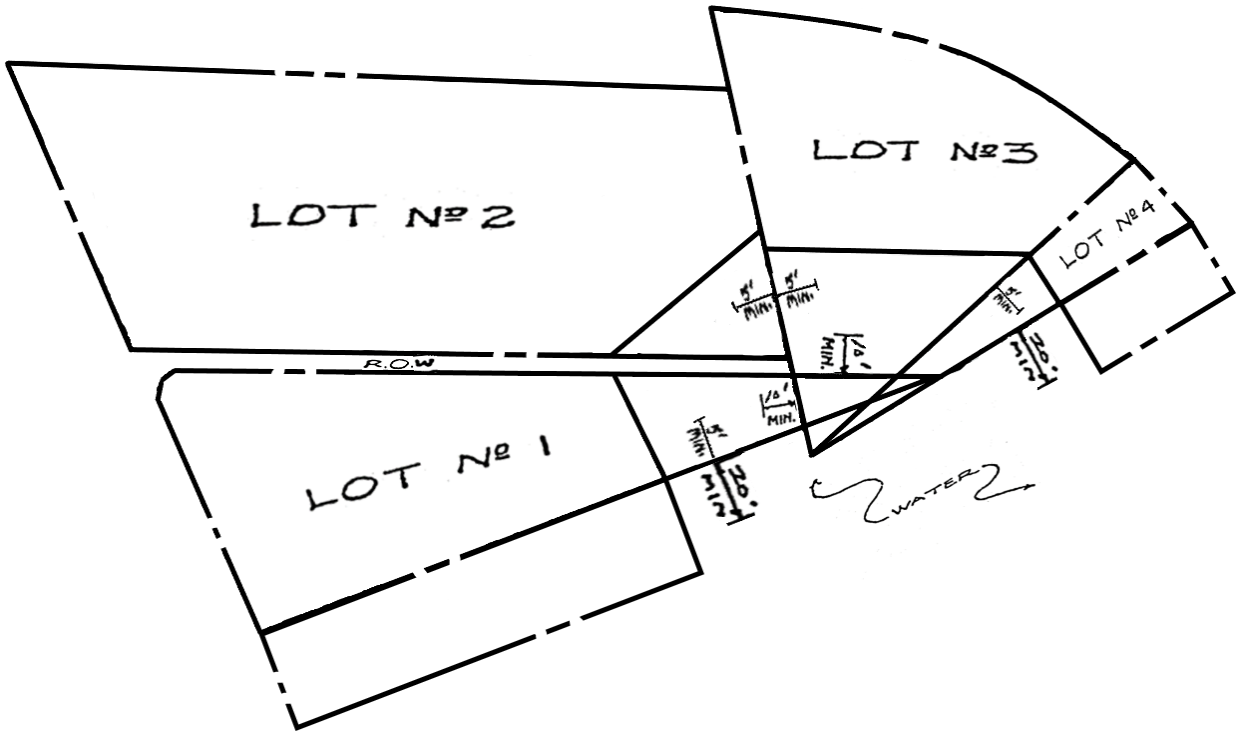
69-71. EXHIBIT A
MEASUREMENT AND
DOCK LOCATION REQUIREMENTS
INSIDE CORNER LOT DOCKS AND
ADJACENT TO AN INSIDE CORNER LOT DOCKS



69-71. EXHIBIT B1
MEASUREMENT AND
DOCK LOCATION REQUIREMENTS - PIE SHAPED CORNER LOT DOCKS



69-71. EXHIBIT B2
MEASUREMENT AND
DOCK LOCATION REQUIREMENTS - PIE SHAPED CORNER LOT DOCKS



SECTION 5. That section 69-91 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 69-91. - Procedure.

(a) Requests for variances from the requirements of this chapter shall be heard by the planning and zoning board. No variance may be granted unless the applicant establishes, by substantial competent evidence, that:

(1) A literal enforcement of the provisions of this article would result in extreme hardship due to the unique nature of the project and the applicant's property;

(2) The variance being sought to be granted is the minimum variance that will make possible the reasonable use of the applicant's property; and

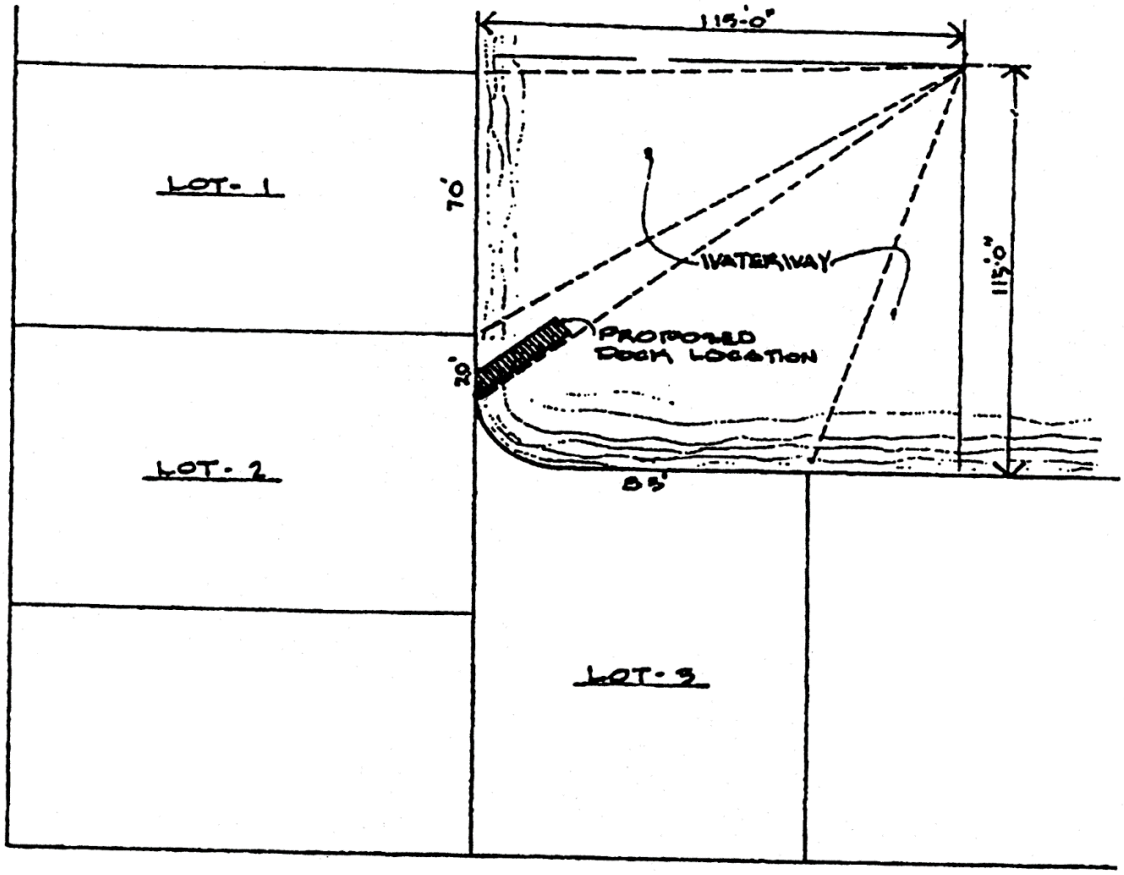
(3) The granting of the requested variance will be in harmony with the general intent and purpose of the chapter and will not be injurious to the area involved or otherwise detrimental or of adverse effect to the public interest and welfare.

(b) In granting any variance, the planning and zoning board may prescribe appropriate conditions and safeguards.

(c) The planning and zoning board shall prescribe a reasonable time limit not to exceed one year within which the action for which the variance is granted shall be initiated.
(d) Variances shall not be deemed to set precedence for other applications should they be either standard applications or those requiring variances.
(e) In no event shall the planning and zoning board grant variances permitting construction of structures which interfere with or violate the riparian rights of adjacent properties. See Exhibit "C" for limitation of variances for placement of inside corner lot docks. Calculations used in the example in Exhibit C:

Average Lot Width
Lot 1: 70'
Lot 3 85'
Total 155' divided by 2 = 76.5'
Length Projected
76.5' times 1.5 = 114.75, so rounds up to 115'

69-91. EXHIBIT C
VARIANCES FOR
INSIDE CORNER LOTS



	~~Average Lot Width~~
	~~Lot 1: 70'~~
---------- PROPERTY LINE	~~Lot 3 = 85'~~
PROJECTED INTO	~~Total 155' divided by 2 = 76.5'~~
WATERWAY	~~Length Projected~~
	~~76.5' times 1.5 = 114.75, so rounds up to 115'~~

SECTION 6. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 7. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 8. CODIFICATION.
Sections 2-5 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 9. EFFECTIVE DATE.
This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 7th day of November, 2023.

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

PUBLISHED in the Tampa Bay Times on the 22nd day of November, 2023.

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

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORDINANCE 2023-07

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 69 "MARINE STRUCTURES AND COMMERCIAL FISHING" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING SECTION 69-32 "DEFINITIONS" IN ORDER TO PROVIDE DEFINITIONS OF ADJACENT TO AN INSIDE CORNER LOT DOCK, INSIDE CORNER LOT DOCK, PIE SHAPED CORNER LOT DOCK Floating boat lift, floating vessel platform, AND NATURAL DISASTER, AND TO MORE CLEARLY DEFINE REPAIR AND REPLACEMENT; BY CREATING SECTION 69-55 "EXEMPTIONS" TO EXEMPT CERTAIN STRUCTURES FROM PERMITTING REQUIREMENTS UNDER THIs Article PURSUANT TO THE FLORIDA STATUTES; BY REVISING SECTION 69-71 "DOCKS, DAVITS, BOAT LIFTS AND BOATS" TO CLARIFY DIMENSIONAL AND LOCATIONAL REGULATIONS FOR ADJACENT TO AN INSIDE CORNER LOT DOCK, INSIDE CORNER LOT DOCK, PIE SHAPED CORNER LOT DOCK AND TO CLARIFY REGULATIONS FOR REPAIR AND REPLACEMENT OF DOCKS; ; BY REVISING SECTION 69-91. "PROCEDURE" TO REFERENCE A CODIFIED EXHIBIT AND CLARIFY THE CALCULATIONS OF THAT EXHIBIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed

ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation. Part II of Chapter 163 exempts ordinances related to land development regulation.

Chapter 69 is included within the Land Development Regulations of the City of Treasure Island.

In addition, the language and regulations related to “floating boat lifts” and “floating vessel platforms” are enacted to bring the city’s land development regulations in compliance with state statutes adopted in 2023.

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3):

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

D. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*).

LOCAL PLANNING AGENCY
RESOLUTION NO. 2023-02

A RECOMMENDATION TO THE CITY OF TREASURE ISLAND CITY COMMISSION FOR THE APPROVAL OF AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 69 "MARINE STRUCTURES AND COMMERCIAL FISHING" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING ARTICLE II. - MARINE STRUCTURES SECTION 69-32 "DEFINITIONS" TO CLARIFY THE DESCRIPTIONS OF THREE TYPES OF DOCKS ON THE INSIDE CORNERS OF CANALS, AND THE DESCRIPTIONS OF REPAIR AND REPLACEMENT; AMENDING SECTION 69-71 "DOCKS, DAVITS, BOAT LIFTS AND BOATS" TO DEFINE SETBACKS, WIDTH AND LENGTH FOR THE THREE TYPES OF DOCKS; AND REVISING SECTION 69-91. "PROCEDURE" TO REFERENCE AN EXHIBIT AND CLARIFY THE CALCULATIONS OF THAT EXHIBIT.

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulation amendments; and

WHEREAS, on August 17, 2023, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on August 17, 2023, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2023-07 amending Chapter 69, Marine Structures and Commercial Fishing and has considered the information received at said public hearing; and

WHEREAS, on August 17, 2023, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2023-07 to the City Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, Florida, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Land Development Regulations, as set forth in Exhibit "A", Ordinance 2023-07, with the recommendation to approve said amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 17th Day of August 2023.

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair
Local Planning Agency

08-21-2023
Date

0000317982-01

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. 2023-07** was published in said newspaper by print in the issues of: **11/22/23** 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 .**11/22/2023**

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. 2023-07

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 69 "MARINE STRUCTURES AND COMMERCIAL FISHING" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING SECTION 69-32 "DEFINITIONS" IN ORDER TO PROVIDE DEFINITIONS OF ADJACENT TO AN INSIDE CORNER LOT DOCK, INSIDE CORNER LOT DOCK, PIE SHAPED CORNER LOT DOCK FLOATING BOAT LIFT, FLOATING VESSEL PLATFORM, AND NATURAL DISASTER, AND TO MORE CLEARLY DEFINE REPAIR AND REPLACEMENT; BY CREATING SECTION 69-55 "EXEMPTIONS" TO EXEMPT CERTAIN STRUCTURES FROM PERMITTING REQUIREMENTS UNDER THIS Article PURSUANT TO THE FLORIDA STATUTES; BY REVISING SECTION 69-71 "DOCKS, DAVITS, BOAT LIFTS AND BOATS" TO CLARIFY DIMENSIONAL AND LOCATIONAL REGULATIONS FOR ADJACENT TO AN INSIDE CORNER LOT DOCK, INSIDE CORNER LOT DOCK, PIE SHAPED CORNER LOT DOCK AND TO CLARIFY REGULATIONS FOR REPAIR AND REPLACEMENT OF DOCKS; BY REVISING SECTION 69-91 "PROCEDURE" TO REFERENCE A CODIFIED EXHIBIT AND CLARIFY THE CALCULATIONS OF THAT EXHIBIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, December 5, 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

11/22/23 0000317982-01

AGENDA ITEM NO. I.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 5, 2023
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second Reading and Final Public Hearing of of Ordinance 2023-19, Amending the Fiscal Year 2024 General Fund Budget to appropriate $57,900 from the undesignated General Fund fund balance for the repair and improvements of Tennis Courts at Treasure Bay of which will be partially funded from a United States Tennis Association grant
BACKGROUND:	Treasure Bay Golf and Tennis Facility sustained damage from Hurricane Ian in September 2022. The fence chain link, top rail and corner poles on tennis courts 9-10 were damaged. Staff filed a claim with FEMA, which is still open to date. Staff applied to the USTA Florida Section Foundation for Hurricane Relief Assistance. On August 29, 2023, the city received a Funding Commitment for Hurricane Relief Assistance for the Treasure Bay Golf and Tennis Facility. The USTA Florida Section Foundation has committed up to $41,000 towards the restoration of Treasure Bay tennis courts as impacted by Hurricane Ian.
POLICY/PURPOSE:	To approve the second and final reading of the budget amendment for the repair and improvement of the tennis courts at Treasure Bay.
STRATEGIC PLAN RELEVANCE:	Community Road Map, OBJECTIVE 2: Promote Treasure Bay as a flagship waterfront recreation facility.
ANALYSIS/DISCUSSION:	FEMA requested that staff obtain quotes to repair the courts to

its current standard and to provide a mitigated cost to increase the structural integrity of the tennis court fence. USTA also required these quotes for the grant application.

The difference between the standard and the mitigated repair is the distance between the poles. Poles on a tennis courts are typically 10 feet apart. The mitigated distance between the poles is five feet apart which reduces the weight of the fabric (chain link) throughout the fence structure.

Staff obtained quotes for the standard and mitigated repairs from Superior Fence & Rail, Inc. and David Nelson Construction Company.

Superior Fence & Rail, Inc.
- Standard Repair, $46,300
- Mitigated Repair, $57,900

David Nelson Construction Company
- Standard Repair, $69,410
- Mitigated Repair, $79,380

First reading of Ordinance 2023-19 was held on November 7, 2023. At that time, the City Manager was granted the authority in an amount not to exceed $57,900 for Superior Rail, Inc for the repair and improvement of the tennis courts and Treasure Bay and the Commission accepted the funding commitment for the Hurricane Relief Assistance from the US Tennis Associations in the amount of up to $41,000.

FUNDING:

A budget amendment is required to appropriate funds for the repair and improvement of the Treasure Bay tennis courts in the amount of $57,900 from the undesignated General Fund fund balance, which will partially off-set by the $41,000 from the USTA Hurricane Relief Assistance, leaving the remaining balance of $16,900 to come from fund balance.

Staff has requested that FEMA continue to consider reimbursement to the City for the remaining $16,900.

MOTION:

I move to approve Ordinance 2023-19, amending the Fiscal Year 2024 General Fund Budget to appropriate $57,900 for the repair and improvements of tennis courts at Treasure Bay from the undesignated fund balance, of which is partially funded by a United States Tennis Association grant in the amount of $41,000 at this second and final reading.

ATTACHMENTS:
ORDINANCE_2023-19 Tennis Court Repair and Improvement_Budget_Amendment__02613825_.docx
8-23-2023_City_of_Treasure_Island_Business_Impact_Statement__02572359-3_.docx
Hurricane Relief Commitment Letter Treasure Bay Golf and Tennis Facility 8.29.2023.pdf
Superior Fence Proposals revised.pdf
0000317871-01_Legal Ad ORD2023-19 Affidavit.pdf

ORDINANCE 2023-19

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2024 GENERAL FUND BUDGET TO APPROPRIATE $57,900 FOR THE REPAIR AND IMPROVEMENTS OF TENNIS COURTS AT TREASURE BAY FROM THE UNDESIGNATED FUND BALANCE, WHICH IS PARTCIALLY FUNDED BY A UNITED STATES TENNIS ASSOCIATION GRANT IN THE AMOUNT OF $41,000; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2023-16, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2024; and

WHEREAS, the tennis courts at Treasure Bay were damaged from Hurricane Ian and will cost $57,900 to repair and improve the courts to mitigate against future wind damage;

WHEREAS, the City has been awarded a $41,000 grant from the US Tennis Association (USTA) for the repair and upgrade of our tennis amenities at Treasure Bay Golf & Tennis Center; and

WHEREAS, this ordinance is a budget amendment and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to appropriate $57,900 from the General Fund undesignated fund balance to repair and improve the tennis courts, which the costs will be partially funded from a USTA grant for $41,000.

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

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

SECTION 2. The General Fund budget for the City of Treasure Island, Florida for the fiscal year 2024, as adopted pursuant to Ordinance 2023-16, is hereby amended by appropriating $57,900 within the Recreation Program Budget from the undesignated fund balance ($16,900) and grant revenues ($41,000) to be used for the repair project.

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

<u>General Fund - Revenue</u>		
USTA Grant	001-332205	$41,000
Undesignated General Fund fund balance		$16,900
<u>General Fund - Expenses</u>		
USTA Grant	001-5722-52930	$57,900

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **ORDINANCE 2023-19**

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2024 GENERAL FUND BUDGET TO RECOGNIZE GRANT REVENUES AND APPROPRIATE $41,000 FOR THE REPAIR AND IMPROVEMENTS OF TENNIS COURTS AT TREASURE BAY; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

Amending the Fiscal Year 2024 General Fund Budget to appropriate $57,900 from the undesignated fund balance and to recognize partial funding from a United States Tennis Association Florida Section grant in the amount of $41,000 for the repair and improvements of tennis courts at the Treasure Bay Golf and Tennis Facility damaged by Hurricane Ian.

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3):

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

D. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*).

8/29/2023

Treasure Bay Golf and Tennis Facility
ATTN: Cathy Hayduke
10315 Paradise Blvd
Treasure Island, FL 33706

Subject: Funding Commitment for Hurricane Relief Assistance – ***Treasure Bay Golf and Tennis Facility***

Good day Cathy Hayduke,

We're pleased to provide this letter as a financial commitment from the USTA Florida Section Foundation to support Treasure Bay Golf and Tennis Facility request for Hurricane Relief assistance. The USTA Florida Section and USTA Florida Section Foundation recognizes the negative impacts natural disasters can have on the tennis eco-system in Florida. We're pleased to provide this assistance as you work to rebuild fencing that was damaged by Hurricane Ian.

The USTA Florida Section Foundation has voted to commit up to $41,000 towards the restoration of your tennis facility impacted by Hurricane Ian. These committed funds are *contingen*t upon the following terms and conditions:

1. Acceptance of the comments provided in the USTA technical review documents which met the quote for repairs of $40,885.
2. Submission of invoices to be paid and/or receipts of completed work in alignment with the approved scope of work.

Our team will be in touch soon to schedule a meeting to review these items and all next steps. Should you have any questions or concerns, please reach out to us.

The processing of funds will not occur until the above conditions have been completed to include documentation to verify all the conditions have been met. Ideally, we would plan to release reimbursement of expenses with receipts provided to you within the next three to six months or sooner. We can also work with your vendors to process the payment directly to them for the above conditions to be completed. However, we will not fund the project in advance of the conditions listed.

We are thrilled to support your efforts in restoring your facility to resume tennis programming for USTA Florida players. Together, we can promote and develop tennis for all while changing lives through tennis.

Sincerely,

Jeffrey Lato

Jeffrey Lato
Sr. Director of Section and Foundation Operations
USTA Florida Section
lato@ustaflorida.com

CC: Elizabeth DeConti, USTA Florida Section Foundation Board President

SUPERIOR FENCE&RAIL, INC.
Where Quality Matters!

FENCE PROPOSAL

September 13, 2023

City of Treasure Island
Attn: Kevin
Ph: 727-743-5599
Fax: kfairchild@mytreasureisland.org
Re: 10315 Paradise Blvd.
From Casey Valente Ph: 727-536-1905 Fax: 727-585-8500

We propose to furnish and install the following: $46,300.00
Remove 464 Lf of 10' high chain link fence.
Furnish and install 434LF of 10' tall Black chain link fence 30' of 4' high chain link including 1 4x4 gate, 2 10x4 single gates and 1 each 10 x 10' Double drive gate. Note: Posts 10' O.C. Top and Bottom Rail. Including 2 tapered sections.

Materials:
BLACK
10' #9 Core #8 Ga. Finish Fused and bonded KK fabric
3" HT-40 Line posts
1 5/8" HT-40 Top and Bottom Rail
3" HT-40 terminal posts
Concrete

Exclusions*: Permits, Installation of power to operators by others. Conduit with pull string by others and any long run low voltage wiring .Staking, grading, grounding, clearing, tax, liquidated damages, padlocks and signs. Add for P and P bond 2 ½%*

Note: *Fence Proposal is to be made part of contract and is good for 15 days. Fence installation to be done with one mobilization, each additional mobilization will be charged at an additional lump sum of $250.00 each.*
Spoils to be spread on site.

Thank you,

APROVED BY: _____

Casey Valente

DATE: _____

P.O. _____

1400 Starkey Rd
Largo, FL 33771
(727) 536-1905 - Phone (727) 585-8500 - Fax
C-11069

SUPERIOR FENCE&RAIL, INC.
Where Quality Matters!

FENCE PROPOSAL

September 13, 2023

City of Treasure Island
Attn: Kevin
Ph: 727-743-5599
Fax: kfairchild@mytreasureisland.org
Re: 10315 Paradise Blvd.
From Casey Valente Ph: 727-536-1905 Fax: 727-585-8500

***We propose to furnish and install the following*: $57,900.00**
Remove 464 Lf of 10' high chain link fence.
Furnish and install 434LF of 10' tall Black chain link fence 30' of 4' high chain link including 1 4x4 gate, 2 10x4 single gates and 1 each 10 x 10' Double drive gate. Note: Posts 5' O.C. Top and Bottom Rail. Including 2 tapered sections.

Materials:
BLACK
10' #9 Core #8 Ga. Finish Fused and bonded KK fabric
3" HT-40 Line posts
1 5/8" HT-40 Top and Bottom Rail
3" HT-40 terminal posts
Concrete
***Exclusions**: Permits, Installation of power to operators by others. Conduit with pull string by others and any long run low voltage wiring .Staking, grading, grounding, clearing, tax, liquidated damages, padlocks and signs. Add for P and P bond 2 ½%*

***Note:** Fence Proposal is to be made part of contract and is good for 15 days. Fence installation to be done with one mobilization, each additional mobilization will be charged at an additional lump sum of $250.00 each.*
Spoils to be spread on site.

Thank you,

APROVED BY: _____

Casey Valente

DATE: _____

P.O. _____

1400 Starkey Rd
Largo, FL 33771
(727) 536-1905 - Phone (727) 585-8500 - Fax
C-11069

0000317871-01

Tampa Bay Times
Published Daily

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

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE NO. 2023-19** was published in said newspaper by print in the issues of: **11/22/23** 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.

DB

Signature Affiant

Sworn to and subscribed before me this .**11/22/2023**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

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

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. 2023-19

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2024 GENERAL FUND BUDGET TO APPROPRIATE $57,900 FOR THE REPAIR AND IMPROVEMENTS OF TENNIS COURTS AT TREASURE BAY FROM THE UNDESIGNATED FUND BALANCE, WHICH IS PARTCIALLY FUNDED BY A UNITED STATES TENNIS ASSOCIATION GRANT IN THE AMOUNT OF $41,000; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, December 5, 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

11/22/23 0000317871-01

AGENDA ITEM NO. I.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 5, 2023
SUBMITTED BY:	Kathryn Younkin, Community Development
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the City Manager's Purchase Authority for building services to M.T. Causley and Joe Payne, Inc. in the amount of $425,000 for FY 2024
BACKGROUND:	The M.T. Causley contract was entered into by the City on June 16, 2020. The Joe Payne, Inc. contract was entered into by the City on May 18, 2021. Both firms were selected through the Request for Qualifications process. Each contract has a duration of five years with two one-year optional renewals by mutual agreement, providing the City has the stability of a multi-year contract.
POLICY/PURPOSE:	The purpose of this item is to request authorization of the City Manager's purchase authority for up to $425,000 for M.T. Causley and Joe Payne, Inc. building services for FY 2024.
STRATEGIC PLAN RELEVANCE:	Building Department Services help achieve Goal 2: Maintain a safe community.
ANALYSIS/DISCUSSION:	The contracts provide for Building Official Administration, Building Inspectors, Plan Examiners and the ability to provide other services such as permit technicians, code enforcement, and city planners on an as-needed basis. Having two contracts providing for these services allows more flexibility in

obtaining the services when needed, because one vendor may not have the capacity to provide a service at the time needed. The benefit to contracting with a vendor to provide these services for the City is that it enables the Building Program to expand and/or contract these services as building activity changes. Both contracts provide for services the City may need in cases of peak demand or internal staff vacancies.

FUNDING:

The contracts reflected in the Building Fund (140-5241-34000) are funded by building development revenue. Revenue includes building inspections and plan review fees. The adopted FY24 budget includes $425,000 for M.T. Causley and Joe Payne, Inc. building services.

MOTION:

I move to **approve/deny** and authorize the City Manager purchase authority for up to $425,000 for M.T. Causley and Joe Payne, Inc building services for FY 2024.

ATTACHMENTS:

AGENDA ITEM NO. I.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 5, 2023
SUBMITTED BY:	Mike Munger, Finance
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Parking Program Changes and Sunset Beach Parking Plan Cost Update
BACKGROUND:	On June 6, 2023 the Commission approved the spending authority with Passport Labs for the deployment of License Plate Reader (LPR) technology and the parking permit software required with that technology. Due to an error on the part of the vendor, the pricing previously provided was not accurate for the goods & services being purchased. The original and revised (corrected) quotes/agreements are included with this item for a full picture of the misquoted items.
POLICY/PURPOSE:	Per the City's Purchasing Ordinance, expenditures over $25,000 require City Commission approval.
STRATEGIC PLAN RELEVANCE:	These proposed changes to the City's Parking Program will serve Goal 1 (Protect City Assets to Sustain the Future of Treasure Island) under the Infrastructure road map by ensuring that the City is implementing industry best-practices, while ensuring the Resident Parking Program is preserved for residents.
ANALYSIS/DISCUSSION:	Passport Labs still represents the best and most cost-efficient option available for the upgrade to the pay-by-plate system. Treasure Island's parking operations are still lagging behind best practices, especially when compared to our peer cities. The LPR and ePermitting are the best options to increase system efficiency, reduce user complaints, and preserve revenue streams.
FUNDING:	The original funding for this project of $115,000 was approved

	in June 2023 to include both the hardware and software. However, the original quote included only 1 LPR scanner versus the 2 we need for enforcement. This discrepancy with the original quote results in an increase of approximately $23,000 for the project. Staff believes the additional monies required will be offset by parking revenues and can be absorbed within the current budget.
MOTION:	I move to approve the City Manager's purchase authority an additional $23,000, totaling up to $138,000, for the purchase of mobile License Plate Reader equipment and related software, to begin the City's migration to pay-by-plate parking system.

ATTACHMENTS:
City of Treasure Island, FL - Contract Amendment - with corrected quote .pdf
Original LPR System Quote
ePermitting_Software_Quote_-_Passport.pdf

Fourth Amendment to Agreement

Reference is made to that certain Agreement dated August 25, 2016 by and between Passport Labs, Inc. (formerly known as Complus Data Innovations, Inc) ("Passport") and City of Treasure Island, FL ("Client") (Passport and Client are collectively referred to as the "Parties").

The Parties desire to amend the Agreement as follows, which Amendment shall be effective as of the last date specified below the Parties' signatures:

1. PASSPORT will provide CLIENT with the License Plate Reader ("LPR") services, the Digital Permit Platform ("DPP") services, and associated payment processing services, as set forth in the Statement of Work, which is attached to this Amendment as Schedule 1 and incorporated in the Agreement as if fully set forth therein.

2. The Passport Payments Terms attached to this amendment as Schedule 2 are hereby incorporated in the Agreement as if fully set forth therein.

3. All references to the ***FastTrack*** Parking Ticket Management System are hereby deleted and replaced with references to the "Passport System", which shall mean (a) Passport's Citation Management Platform ("CMP"), (b) the DPP Services added by this Amendment, (c) the LPR services, (d) any products or services incorporated by a subsequent duly executed modification of this Agreement, and (e) any products or services, including those provided by third parties, which are incorporated in the foregoing.

4. Section 13 is deleted in its entirety and replaced with the following:

   The CLIENT agrees to the following fee schedule for the use of the Passport System. Passport will submit invoices to CLIENT on a monthly basis, payable within thirty (30) days from receipt.

   FEE SCHEDULE

   - 12% of all revenue collected from citations.
   - CLIENT will reimburse PASSPORT for postage fees incurred on delinquent notices mailed by PASSPORT on behalf of the CLIENT.
   - CLIENT will reimburse PASSPORT for handheld ticket stock provided by PASSPORT by way of a third party vendor.
   - CLIENT will reimburse PASSPORT for data plans provided by PASSPORT by way of a third party vendor
   - $3.95 Convenience Fee per citation paid via the Passport System (paid by the parking violator). This Convenience Fee includes all payment processing costs.
   - $31,500.00 Annual License Fee for DPP, payable annually in advance on the effective date of this Amendment and each anniversary thereof during the Term.
   - $0.05 Payment Gateway Fee for each payment authorization associated with a DPP transaction.
   - 2.9% of the transaction amount plus $0.25 for all settled DPP transactions.

- LPR Fees as stated in the LPR Quote attached to this Amendment as Schedule 3 and incorporated in the Agreement as if fully set forth therein.

5. Section 14 is deleted in its entirety and replaced with the following:

   PASSPORT will serve as the merchant of record and process all online payments under this Agreement in accordance with the terms set forth in Schedule 2 and the fees set forth in Section 13. PASSPORT may change the Convenience Fee upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement of this Agreement by notifying PASSPORT in writing prior to the effective date of such fee change.

6. Except as expressly amended herein, the remainder of the Agreement remains in full force and effect.

Agreed to and accepted by:

Passport Labs, Inc.	City of Treasure Island, FL
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

SCHEDULE 1 – STATEMENT OF WORK

Disclaimer

Project Overview

Statement of Work
- Configurations
  - Gateway and Merchant Processing
  - Passport Payments
    - Tokenization, Authorization, and Capture
    - Settlement
    - Remittance
    - Reporting & Reconciliation
    - Dispute Management
  - Digital Permits Product
    - Legacy Provider Permit Data Import
    - Passport Portal
      - Manage Permits
      - Issue Permits
      - Approval Queue
      - Reporting
    - End-User Customer Portal
      - Branding
      - Dashboard
      - Application Workflow
      - Manage Permit
      - Manage Account
  - System Training
  - Enforcement
  - Passport Parking Parking Session Monitoring and Enforcement

Assumptions & Notes

Project Change Control

(i) Disclaimer

This Statement of Work contains information that is proprietary and confidential to Passport Labs, Inc. ("Passport") and shall not be disclosed or used for any purpose other than the purposes described herein. Any other disclosure or use of this document, in whole or in part, without the permission of Passport is prohibited.

(ii) Project Overview

Passport will transition The City of Treasure Island, FL ("Client") from their legacy permitting solution to Passport's Digital Permits Product.

In addition, Passport will work with Minute Man and Genetec to provide the Client with Genetec's AutoVu Automated License Plate Recognition system ("LPR system") comprised of the following software and hardware components:

- Security Center
    - The LPR parent application that is used to configure and manage the AutoVu system.
- City Patroller
    - The software application that is installed on the ruggedized in-vehicle computer.
    - Patroller sends LPR data to Security Center
- OpsMan Mobile
    - The issuance application to printed physical citations
- AutoVu SharpZ3 Camera Components
    - The cameras and associated hardware used to capture license plate images and send the data to Patroller or Security Center to verify against certain vehicle lists.
        - SharpZ3 camera unit
        - SharpZ3 VGA camera unit
        - AutoVu LPR Processing Unit

Passport will integrate with the LPR system to provide the following functionality through the LPR system:

- Monitor Passport digital permits
- Monitor scofflaws
- Transfer citations data and images from the LPR system to the OpsMan Mobile issuance application

The Genetec LPR system, supported by Minute Man, is a third party solution that Passport has integrated with to provide the functionality listed above. Genetec may build new or enhanced features; however, these features if available may not be supported by Passport directly and must function independently in the Genetec LPR system without additional integrations with Passport, unless explicitly listed in this statement of work. All support requests or feature requests should be sent to Minute Man.

During this project, Passport will perform architecture, design, implementation, and information transfer services for the project.

(iii) **Statement of Work**

1. Configurations

Gateway and Merchant Processing

Passport will provide Gateway and Merchant Processing services for Passport digital permits directly to the Client, eliminating the need for an external provider. Passport will act as the Merchant of Record for transaction processing. All transactions will be processed via Passport's Gateway and Merchant Processing services. Passport will enable the following card types to be used by all integrated applications.

- Visa
- Mastercard
- Discover
- American Express

The Client will be responsible for paying all gateway and merchant processing fees, as outlined in the contract.

Passport Payments

Passport Payments is an extension of Passport's Operating System and contains the following components:

2.1 Tokenization, Authorization, and Capture

The Gateway's function is to tokenize the cardholder's information for secure processing and storage on the Passport Platform. The Gateway will also Authorize the card with the Card Brands to ensure it can be used for payment. Once Authorized, the gateway will assign a transaction ID, and the transaction will immediately be pushed to Capture. At the Gateway cutoff time, all transactions that have been Captured are submitted for Settlement by the processor.

2.2 Settlement

Settlement is the process of moving funds from the end user's card issuing bank account to the merchant's account. Settlement takes 2-3 business days to complete.

Passport provides net settlement, which means Passport will calculate the total credit and debit card proceeds less Passport merchant processing fees, refunds and any adjustments, such as chargebacks. When possible, Passport will net out transaction fees from the settlement as well so that the Client does not need to receive a separate invoice for those fees.

2.3 Remittance

Funds will be remitted to the Client, less the gateway, merchant processing, and transaction fees, on a monthly basis.

2.4 Reporting & Reconciliation

Passport's powerful back-office system merges source settlement data pulled in from the Passport payment platform with session activity from the mobility platform. The output is a robust set of Financial and Management reports that streamlines reconciliation, revenue recognition, and dispute management activities. Back-office reporting capabilities include:

- Settlement Period Summary
- Transaction Reporting by Settlement Schedule
- Dispute Reporting

2.5 Dispute Management

Disputes are initiated by the cardholder or financial institution with a Card Network. They occur when a cardholder or financial institution disputes a purchase made on their card or when proper acceptance and authorization were not obtained. Once the dispute is accepted by the Card Network, it becomes a Chargeback.

The Client can access reporting on Chargebacks as they are received from the Card Networks in the back-office, and will be notified of new chargebacks via email to specified accounts. The Client may choose to respond to Chargebacks with compelling evidence to try to get the Chargeback reversed. Compelling evidence can be submitted to payments@passportinc.com within 7 calendar days of the "Processed Date" shown in the back-office to have this case considered for reversal. All final decisions are made by the Card Networks, and Passport reserves the right to decide if the evidence is sufficient for consideration by the card networks.

Passport also offers Chargeback Management Automation tools that Clients may choose to leverage. With automation enabled, the payment status associated with a [Permit/Citation] will automatically be reverted to "Unpaid" when a Chargeback is received, allowing applicable escalation and collection processes associated with the Client's operations to carry forward.

Digital Permits Product

3.1 Legacy Provider Permit Data Import

Passport understands that the Client would like to import its existing permit data into Passport's system for the system transition.

As such, Passport will provide the Client with its template permit data import format file so that the Client is able to provide Passport with the permit data to be imported

All imported permits will be assigned a Link Code. The Link Codes allow new Passport permit customer accounts to be linked to their digital permits that have been imported or issued through the back-office system. The Link Code allows the customer to pull in their imported permit into the customer's account.

Link Codes will be provided to the permit holder via email or through a physical mailing.

3.2 **Passport Portal**

Passport will provide the Client with direct access to its back-office, Passport portal, that allows permit system administrators to manage their entire permit system, including the approval queue, waitlists, and reports. The back office, Passport Portal also allows administrators to manage customer accounts and issue permits.

(i) Manage Permits

Manage permits functions as a search user interface to quickly search for a specific permit and then take an action:

Core functionality includes:

- Viewing a permit's status and general details
- View and add notes to a permit
- View the historical actions taken on a permit
- View the user associated with the permit
- View the payment history of the permit
- Email or print previous receipts
- Edit unrestricted Permit details
- Update the status of a permit: suspend, unsuspend, or cancel
- Renew and apply payments to permits
    - Passport does not accept in-person credit card payments.
        - All in-person credit card payments need to be done online through the portal or manually logged in Passport Portal after being processed through an external system.
    - Passport will not integrate with a cash draw or check reader
        - Any cash payments will need to be manually logged in Passport Portal after being processed through an external system.
        - Any check payments will need to be manually logged in Passport Portal after being processed through an external system.

(ii) Issue Permits

Issue permits functions as a quick action drawer user interface to manually issue permits through the back-office system.

Core functionality Includes:

- Waitlist / limit information
- Outstanding citation check warning against the LPN

- Eligibility requirement and document submission override
- Support address first issuance

(iii) Approval Queue

The approval queue functions as a single first in, first out list with searching capabilities. Individual applications can be inspected via a drawer user interface within the same page. Relevant Search and Filtering capability is also provided.

The approval queue can be filtered between three separate sections:

- New permits
- Change requests
- Needs more information

Approving or rejecting a permit application can be completed from the inspection view, progressively over the list order or in bulk from the main list view.

Core functionality includes:

- Inspect, approve or reject applications
- Set aside permits for manual follow-up a la Needs More Information
- Separate change requests from new permit applications

(iv) Reporting

Reports are made available within the Passport portal. All reports are presented as a list with the ability to filter for reports. The digital permits product has three core reports available:

- Exportable permit payment and refund report
  - All cashflow shown in one report.
  - Allows filtering by date range
- Exportable permit zone report
  - Allows filtering by zone, status, and/or date range.
- Exportable permit detail report
  - Allows filtering by type, cycle, status, and/or date range.

3.3 End-User Customer Portal

Passport will provide the Client with a web-based portal that is publicly accessible and allows permit applicants/holders to apply, purchase, and manage their permit(s). The permit portal will be accessible online at a white-labeled domain name determined by Passport with feedback provided by the Client.

(i) Branding

The Client may customize the following for their customer portal:

- Logo
  - The Client must provide a JPEG (or similar format) of their logo
- One primary color should be defined by the Client
  - Primary color is used for buttons and links and it is also applied to illustrations so it must be AA WCAG compliant.
- The secondary color is derived from the primary color automatically to meet accessibility standards

- Subdomain
    - The URL for customer portal will be <subdomain>.cmrpay.com/permits

(ii) Dashboard

The Permit Dashboard view is a highly stylized list view user interface with added quick navigation for using link codes or applying for new permits. The dashboard view separates saved applications from those fully submitted which constitute true permits. Individual applications or permits each have their own call to acts for provided actions, such as navigation into permit management or removing a saved application.

Core functionality includes:

- Permit linking quick navigation
- Apply for Permits quick navigation
    - Special rate permits, like senior citizen permits, will be offered at their correct rates.
- View list of saved applications
- Remove or re-enter application flow
- View list of permits
- Enter manage permits flow
- View general permit data, such as permit number, type, valid location (zone), hours (if applicable), status, and valid dates

(iii) Application Workflow

Permit applications function as a stepped, progressive series of data collection covering all information required of the applicant. Two application process flows are supported

- Basic
    - The Basic flow allows open selection and application for any permit type, regardless of eligibility.
    - All applications are started from the dashboard via selecting a permit type.
- Residential
    - The Residential flow requires applicants to input an address which acts to filter all permit type selections down to only those available to the applicant.

Core functionality includes:

- Residential eligibility based address first optimized flow
- Ad hoc custom fields for required vehicle or permit holder / applicant information
- Requirement validation on input fields
- Proof of Eligibility document upload
    - Proof of residency, such as a current utility bill, current notarized affidavit of the landlord, auto registration cards or deed in the name of the permittee and showing the address within the controlled parking area.
    - Current vehicle registration
- Saving and deleting in-progress applications
- Configurable location information and hours
- Summary view of application details is always in view and updates step by step.
- Client contact information footer

- Reference links (Client Configurable FAQs, Passport Terms of Service, Privacy Policy, & Cookies Policy) footer

(iv) Manage Permit

Manage Permits functions as a tabbed detail view which transitions into forms for edits allowing users to view and manage individual aspects of a permit via the following tabs:

- Permit details / status
- Permit Holder Information
- Vehicle Information
- Payment History
- Auto-Renew Setup

Core functionality includes:

- Permit details: view general details and call to act to manually renew if eligible
- Permit holder Information: view / edit all fields related to the permit holder
- Vehicle Holder Information: view / edit all fields related to a vehicle, add and remove vehicles
- Payment History: view all previous payments and refunds toward the individual permit as well as downloading payment receipts.
- Auto-Renew Setup: setup or change the current configuration for auto-renew. Includes defining the credit card to bill & user ability to define the billing date (from an operator configured range).

(v) Manage Account

Manage Account functions as a tabbed detail view which transitions into forms for edits allowing users to view and manage information related to their user account for customer portal via the following tabs:

- Profile
- Payment Methods
- Payment History

Core functionality includes:

- Profile includes optional user name, address, and telephone number as well as the email and password used for login.
    - Password changes can be executed in the profile section.
- Payment Methods includes all credit cards saved by the user with the ability to add and remove credit cards.
- Payment History includes all payments and refunds made by the user historically, regardless of the permit or card, with the ability to download payment receipts.

License Plate Recognition

4.1 **Overview**

The LPR system will be licensed for installation on two (2) ruggedized in-vehicle computers to be used in conjunction with the Client's soon to be purchased AutoVu SharpZ3 Cameras. The LPR software solution will be configured to allow for the issuance of printed citations from the Client's mobile issuance device and printer.

(i) Genetec AutoVu SharpZ3 Camera Components Hardware and Installation

The AutoVu SharpZ3 camera components are the license plate recognition cameras that capture vehicle plates and send the data to Patroller or Security Center to verify against certain vehicle lists.

The installation of the camera hardware will be completed on two (2) Client provided vehicles by Minute Man.

The AutoVu SharpZ3 camera bundle will be installed on the roof of the vehicle in front of any lightbar. There should not be a sunroof on the vehicle's roof.

Possible locations for the installation of the AutoVu LPR Processing Unit are listed below:

- The trunk of the vehicle
- Behind the back seat of the driver or passengers seats

The Client will use the LPR system on the following vehicles:

- One (1) 2017 Ford Escape vehicle
- One (1) 2018 Ford Escape vehicle

(ii) Genetec Security Center Software

Security Center seamlessly integrates with the AutoVu Sharp camera and City Patroller components to provide advanced data mining and reporting through Genetec's Security Desk user interface. The user can use Security Desk to generate a variety of LPR reports. The reports results can be filtered based on date, time, patrolling unit, type of hit, and more.

Please note that Genetec's Security Center software is completely separate from Passport's back-office software system. This means that no data from the LPR system will flow into Passport's back-office system. If a citation is issued based on an offense located by the LPR system, then that citation will be available in Passport's back-office system.

(iii) Genetec City Patroller Software

City Patroller is the AutoVu software application that is installed on the ruggedized in-vehicle computer.

City Patroller will be used to do the following:

- Verify license plate reads from the AutoVu SharpZ3 cameras against certain vehicle lists
- Alert the vehicle driver of hits so that subsequent actions can be performed
- Collect data from time-limited parking enforcement

In order to ensure that the ruggedized in-vehicle computer is able to be properly installed in the vehicle, the Client must ensure that there are no additional computers within the vehicle. In addition, the Client must ensure that there are no firewalls or other barriers to the application's internet access.

(iv) LPR System Functionality

The LPR system allows the enforcement officer to manually select the enforcement zone or time-limited parking restrictions to be enforced in a parking zone. In concert with the monitoring and issuance handhelds utilizing OpsMan Mobile and the wireless bluetooth printers, the following workflow and features are available from the LPR system:

- Genetec Patroller will be installed in an enforcement vehicle and connected to the internet.

    - The officer must also have the OpsMan Mobile issuance application device and connected wireless bluetooth printer if they wish to issue parking citations.
- Valid parking rights are sent to the in-vehicle Patroller software on a regular basis which keeps the device up to date of all active parking sessions and permits so incorrect citations are not issued.
- The driver selects the zone in Patroller to start monitoring.
    - Please note that Genetec AutoVu does have the ability to geolocate zones if the location of those zones is set up in Security Center.
    - This capability exists entirely within the Genetec system and is outside of Passport's system or control.
- As the enforcement vehicle drives a lot or street, the license plate of the parked vehicle is read by the SharpZ3 cameras and sent to the Patroller application.
    - Genetec Patroller will then compare the read to the certain list of vehicle parking rights.
    - A hit alarm will trigger within Patroller when a sighting of a license plate number does not match a valid parking right or highlights a time-limited infraction.
        - AutoVu allows the driver to simultaneously enforce against parking rights and time-limited parking restrictions.
        - At this point, the officer in the vehicle can choose to enforce the hit, which will push the citation data and images to the Violations from LPR section in Opsman Mobile.
    - If a valid parking right is available for the read, then the LPR system will continue to the next vehicle.
        - Please note that AutoVu is unable to enforce time-limited parking restrictions for a vehicle that has a valid parking right. In other words, if a vehicle has a valid parking right, then the LPR system will not be able to chalk that vehicle.
- If a hit is located, then the officer will stop to write the citation within OpsMan Mobile.
    - After enforcing a violation hit in Patroller, the vehicle data and image evidence will be automatically transferred to OpsMan Mobile so that the violation can be issued seamlessly without duplicate data entry.
    - LPR system citation data can be found in the Violations from LPR section in Opsman Mobile.

In addition to parking rights, the LPR system will also be used to monitor scofflaws, as defined by the Client's scofflaw criteria.

(v) Future LPR Vehicle Installations

If the Client elects to purchase a new vehicle to be used with the LPR system and has purchased a new LPR bundle, then the Client shall inform Passport of the vehicle type, make, model and planned equipment to be installed on or inside the vehicle.

Passport will then work with the Client to confirm that the LPR system software and hardware will be able to be successfully installed within the vehicle prior to the actual installation of the LPR software and hardware.

Passport will provide the Client with all equipment specification sheets and installation requirements to allow the Client to select a vehicle that will be compliant with the LPR system.

2. Enforcement Hardware

Monitoring Devices

- Passport will provide the Client with two (2) LPR system hardware bundles.
    - The LPR system hardware bundle will each be delivered with:

- One (1) SharpZ3 camera bundle with the following:
  - One (1) SharpZ3 camera unit
  - One (1) SharpZ3 VGA camera unit
  - One (1) AutoVu LPR Processing Unit
- One (1) ruggedized in-vehicle computer.
  - The computer must be connected to a wireless data plan.
    - The Client is responsible for maintaining and paying for the data plans associated with the device.
- One (1) computer dock.
- One (1) computer base.
- One (1) computer mount.

The City is responsible for the data plans associated with all of the devices listed above.

System Training

Once a majority of the project milestones have been completed and the target launch date is confirmed, Passport will work with the Client to set-up the remote web-based training plan. Passport will assist the Client with determining who should be involved in the training sessions and when they should occur from a scheduling perspective around the target go-live date.

Passport will host a 1-hour training session with any Client employees who will interact with the new Passport permitting system. Passport recommends that all parking staff, anyone responsible for the adjudication of parking citations, Client accountants, and enforcement managers be present for training. Passport will work with the Client if additional training sessions are required.

All training is done via a "Train the Trainer" method, equipping each person present with the tools and knowledge to train their teams now and in the future.

(iv) Assumptions & Notes

While performing these services, Passport will rely upon the concerted engagement, direction, authorization, approvals or other information provided by the Client's primary stakeholder and technical teams.

The Client's Project Manager and respective team will be responsible for contributing to and reviewing Weekly Status Reports and reporting Project issues.

Additional Client responsibilities include:

- Providing operational information in a timely manner.
- Providing a list of stakeholders for preliminary implementation
- Making a good faith effort to facilitate the continued progress of the implementation.
- Perform user acceptance testing to confirm the accuracy of configured attributes in the system
- Provide written approval on each aspect of the system

Deliverables or activities not specifically identified as in scope throughout this document are by definition out of scope, unless accompanied by an approved Scope Change Order.

(v) Project Change Control

Changes may be required to manage unanticipated or new information that may arise during the course of the implementation and delivery of this solution that impacts an existing (or creates a new) deliverable, restriction, milestone, or dependency. This Project Change Control process is meant to enforce a process to ensure changes are tracked and approved appropriately throughout the project.

Process

- A Passport representative will complete a Scoping Change Order form describing the exchange to be evaluated.
- Passport will perform an impact assessment (cost, schedule, risk, etc) and provide a recommendation for how to achieve the Client's objectives in the context of the latest information.
- The Client will decide whether or not to proceed with Passport's recommendation or to suggest an alternative approach.
- If the Change Request is approved by the Client and returned back upon full execution, then the Change Request document will be incorporated as part of the Statement of Work.

Timeline Effects

- Upon approval by all parties, the impact assessment associated with such change request shall augment any prior commitments or estimates of timeline and pricing in this Statement of Work, which shall no longer apply. Passport will use commercially reasonable efforts to maintain the timeline and cost associated with this Statement of Work, augmented by any and all Change Request(s) approved by all parties.

SCHEDULE 2 – PASSPORT PAYMENTS TERMS

1. Payment Gateway Management Solutions

Passport has integrated the Platform with a payment management platform (the "Payments Platform") provided in part by Cybersource Corporation ("Cybersource"). Through the integration, Passport will make available to Customer certain payment management solutions ("PGMS"). Customer's use of PGMS is subject to the following terms and conditions:

a. **Use of PGMS**: Customer's activity in any way connected with PGMS, including the installation, configuration, and use of PGMS, shall conform in all material respects to (a) the specifications set forth in any applicable documentation provided at any time by either Passport, (b) the Agreement, including, without limitation, all licenses granted under the Agreement, (c) the Payment Card Industry Data Security Standard (as applicable), and (d) the obtainment of appropriate consent for any personal data submitted via or in connection with PGMS at any time. Customer will (1) provide all information reasonably required by Passport to successfully provision an account for Customer; and (2) enter into any applicable agreement with Cybersource and/or applicable third parties as may be reasonably required to utilize PGMS, including, without limitation, any applicable merchant agreement.

b. **Right of Refusal**: Customer acknowledges and agrees that Passport may, at its discretion, refuse to provide, suspend, or delete Customer's account(s) and/or access to PGMS with immediate effect, in which event Passport will promptly provide Customer with a reasonable written explanation for such refusal, suspension, or deletion.

c. **Support**: Passport will provide initial support to handle Level-1 support inquiries from Customer, including, without limitation, technical questions, API configuration, connectivity testing and troubleshooting. Customer acknowledges and agrees that Passport may escalate support inquiries to third party vendors pursuant to Passport's procedures detailed in any applicable documentation.

d. **Account Control**: Customer is solely responsible for maintaining adequate security and control of IDs, passwords, or any other codes for purposes of obtaining access to PGMS. Passport shall be entitled to rely on information it receives from Customer and may assume that all such information was transmitted by or on behalf of Customer.

e. **Warranties**: Customer warrants that its products and/or services (a) do not infringe on or violate the intellectual property rights of any third party, and (b) will not contain any content which violates any laws or third party rights.

f. **Disclaimer**: Notwithstanding any term or condition of the Agreement to the contrary, (a) Customer disclaims Passport and their respective affiliates from any liability to Customer for indirect, incidental, consequential, special or exemplary damage arising from or related to PGMS, and (b) any direct damages in the aggregate, under any legal or equitable theory, arising from or related to PGMS will be limited to fees actually received by Passport for provision of PGMS to Customer during the twelve (12) month period prior to the date that the cause of action arose.

g. **Access to Data**: Customer acknowledges and agrees that both Passport and Cybersource (and their affiliates) may access and use personal information for improving and/or enhancing underlying products used by Customer, detecting data security incidents, or improving and enhancing security and fraud prevention tools for use by Passport, Customer and/or any other clients of Cybersource (or its affiliates).

h. **Supported Payment Methods and Acquirers***: Customer may select from any of the following processing entities that have existing compatibility with PGMS. Processing entities not listed must be approved by Passport and may be subject to additional connectivity fees.

Passport Payments Merchant Processing
Bank of America Merchant Services (BAMS/Omnipay)
Barclays
Chase Paymentech
Elavon
EVO
First Data Merchant Solutions (FDC Compass)
First Data Merchant Solutions (FDC Nashville Global, f.k.a. FDI Global)
First Data Merchant Solutions (FDMS Nashville)
First Data Merchant Solutions (FDMS South)

Global Payments International (GPN)
PNC
Scotiabank
SunTrust Bank
TSYS
Wells Fargo Bank (FDMS)
WePay
Worldpay
Worldpay (f.k.a. Litle/Vantiv CNP)
Worldpay (f.k.a. Vantiv Direct)

** Subject to modification and updating by Passport from time to time.*

2. <u>Passport Payments Merchant Processing</u>

Passport will make available to Customer certain merchant processing services as a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

a. **Merchant of Record**: Unless the Customer is designated as the merchant ("Merchant of Record" or "MOR") in the Order Form or another applicable written agreement of the Parties, Passport will serve as the MOR for all payments processed. Where Passport is the MOR, Customer hereby appoints Passport as its limited agent to accept and process payments in connection with the Passport System, and acknowledges that our receipt of payment from End Users in connection with the Passport System is equivalent to receipt of such funds by you. You will provide appropriate tax and banking information to us in order to allow us to make remittances according to the specified remittance schedule.

b. **Branding**: Customer's payment screen(s) will include clear and conspicuous Passport branding in a manner acceptable to Passport and in conformity with applicable card network rules and/or standards. Passport may modify (or request that Customer modify) any payment screen(s) to conform to applicable card network rules and/or standards.

c. **Inquiries and End User Support**: Passport will promptly respond to any cardholder (or end user) inquiries regarding any payments processed by Passport pursuant to the Order Form. Passport also will provide all cardholder (or end user) support for payments processed by Passport pursuant to the Order Form, including, without limitation, dispute resolution as described below. Notwithstanding the foregoing, Passport will provide to Customer information regarding chargebacks, credits, refunds, reversals and/or similar matters via Passport's systems; Passport also will promptly respond to Customer's reasonable requests for information regarding cardholder (or end user) inquiries associated with Customer.

d. **Payment Acceptance**: Payments to be processed only may be initiated by cardholders using Passport authorized mobile and/or web applications.

e. **Payment Methods**: Passport's merchant processing services will accept all major card networks (Visa, Mastercard, Discover, and American Express), as well as alternative payment methods that Passport may accept from time to time (ApplePay and Google Pay). Passport may modify the alternative payment methods accepted from time to time at Passport's sole discretion.

f. **Acceptance of Ecosystem Payments**: If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the "merchant of record") for any such transactions.

g. **Dispute Terms**: As the MOR, Passport will bear the financial cost of chargeback processing fees for disputed transactions initiated within any Passport application. Passport reserves the right to reverse payments made to Customer associated with the transaction value for any disputed transactions. If Customer experiences excessive chargebacks, as reasonably determined by Passport, the parties will renegotiate the terms and conditions of this paragraph. Customers may request, in writing, that Passport respond to a dispute by submitting appropriate evidence as required by Passport and any applicable card networks. Notwithstanding the foregoing, Passport retains full authority with respect to managing the chargeback process.

h. **Remittance**: If Passport is the Merchant of Record ("MOR"), Passport will remit to Customer funds [daily from the preceding day/from the preceding month within fifteen (15) days of the conclusion of the month], less all applicable fees.

SCHEDULE 3 – LPR QUOTE

This Order Form (the "Order Form"), effective as of , is being entered into by and between Passport Labs, Inc. and City of Treasure Island, FL ("City") pursuant and subject to that certain (the "Agreement") entered into by the Parties as of . Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. SUMMARY OF THE PRODUCTS AND SERVICES

Customer has directed Passport to procure the hardware and equipment described in Schedule 1, which is attached hereto and made a part hereof as if fully set forth herein, pursuant to Schedule 3 (Pricing) to the Agreement. Quote is good until 12/31/2023. This order is for quantity 2 LPR systems.

II. FEES

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
Licensing & Support	$6,802.00	Reoccurring
Hardware, Installation, Travel, Extended Warranty	$87,762.00	One-Time
Total	**$94,564.00**	

III. BILLING INFORMATION

Billing Contact Name:	Amy Davis
Billing Email Address:	adavis@mytreasureisland.org
Billing Address:	120 108th Avenue Treasure Island, FL 33706

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

City of Treasure Island, FL			**Passport Labs, Inc.**	
By:			**By:**	
Name:			**Name:**	
Title:			**Title:**	
Date:			**Date:**	

Description		Qty	Price	Ext Price
Licencing (Recurring Annually - Hosting Fees)				
Gsc Autovu Managed Service 2.0 For One (1) Year.	Per Project	1	$4,450.37	$4,450.37
Gsc Autovu Managed Service Upgrade To Pay-By-Pla	Per Project	1	$318.60	$318.60
Gsc Autovu Managed Service 1 Patroller Connection (Per Vehicle)	Per Vehicle	2	$363.56	$727.11
Support (MinuteMan Support)				
Remote support (Per vehicle per year, billed annually)	Per Vehicle	2	$652.96	$1,305.92
Hardware				
ShaerpZ3 CITY Kit	Per Vehicle	2	$21,216.08	$42,432.16
Mapping License Including Data For North America	Per Vehicle	2	$500.00	$1,000.00
Panasonic Toughpad Fz-G2 W/5Yr Warranty	Per Vehicle	2	$6,837.42	$13,674.84
Shipping & Handling	Per Vehicle	2	$175.00	$350.00
Installation Labor (MinuteMan Installation)				
Weekly project meetings, design work	Per project	1	$1,500.00	$1,500.00
Vehicle installation services (for more than 2 vehicles MM will price/scope)	Per Hour	60	$175.00	$10,500.00
Permit zone configuration services For Autovu - Software config between PP/G	Per Project	1	$1,500.00	$1,500.00
Installation travel	Per Project	1	$1,274.50	$2,549.00
Extended Warrenty (Optional)				
Advanced swap warranty upgrade - year 1 (Hardware comes with first year base warranty)		1	$514.80	$0.00
Base warranty extenstion - year 2-5		0	$7,585.20	$0.00
Base warranty extenstion & Advanced swap - year 2-5		2	$7,128.00	$14,256.00
				$94,564.00

Total Details	
Licensing (Recurring Annually)	$5,496.08
Support (Recurring Annually)	$1,305.92
Hardware (One-time per vehicle)	$57,457.00
Installation (Labor & travel)	$16,049.00
Extended Warranty (Optional)	$14,256.00
Total	**$94,564.00**

Mobile License Plate Recognition (MLPR) Pricing Estimate

Item		Price (USD)
Licensing	Subscription for AutoVu Managed Service 2.0 AutoVu Managed Service Upgrade to Pay-by-Plate Multi 1x AutoVu Managed Service 1 Patroller Connection	$5,371.92 annually
Mobile Vehicle Hardware 2 Unit(s)	**Mobile LPR Hardware and Professional Services** → AutoVu SharpZ3 Dual Base Kit → AutoVu Overtime Kit → Mapping License → One year Warranty → Hardware Shipping **Mobile Computing Package** → In-vehicle Hardware and Software → Includes Fz-G1 Tablet with embedded 4G LTE component for wireless connectivity → Tablet Docking Station and Vehicle Antenna → Hardware Shippings → Permit Zone Configurations	$36,871.09
Implementation / Labor	→ Project Management Services → Onsite and Remote Training, Completed in Two Phases: ◆ **One:** 4 hours of onsite training on LPR Mobile Vehicle Software and hardware ◆ **Two:** 2-hour remote web-based training on LPR Security Center back-end software. → Mobile Installation → Travel for Onsite Services	$11,400.00
Support	→ Mobile support ◆ Remote LPR vehicle support ◆ Phone, e-mail, and remote working sessions → Security Center Software support ◆ Phone, e-mail, and remote working sessions	$3,888.00 covers 5 years
Extended Warranty	→ Return and Repair Coverage → Covers AutoVu vehicle hardware, Genetec Patroller software upgrades	$19,856.76 covers 5 years

LPR Totals:

Option 1: Standard Pricing

One-time Total	**$66,643.93**
Annual Recurring Total	**$5,371.92**
Total Year One Cost	**$72,015.85**

Option 2: Finance

60 Month Lease	**$1,657.63**

Other terms and options are available.
Contact your sales representative for more information.

- Why Finance?
  - Low upfront costs to preserve working capital
  - Predictable, low monthly payments spreading out cost
  - Acquire the best solution for you, not only what you can afford
  - Bundle hardware, software, and services into a single transaction to simplify payments

Genetec Warranty: *Not ratified by Passport. Further information and terms of the Genetec hardware warranty are provided in supporting documentation.*

Passport[SM]

Passport is pleased to present the below pricing options to Treasure Island, FL for a digital parking permit system. This pricing is based on a three (3) year agreement and is valid for ninety (90) days from March 21, 2023.

		Price (USD)
Client Portal[1] & Digital Permits *back -end management and reporting software*	➔ Real-time access to active permits ➔ Reporting Access ◆ Permit Reports ◆ Administrative Reports ◆ Ad hoc and custom reports ➔ Unlimited Administrators ➔ Access to Passport's Knowledge Base ◆ FAQ's ◆ Training Videos ◆ Community Forum ➔ Mobile-Optimized Pay Website ➔ Permit Rate adjustment ➔ Permit Setup and Testing ➔ User role creation and setup if needed ➔ Ongoing upgrades and enhancements	**$10/permit added to the software** **(annual minimum of $31,500)**
Payment Processing	➔ Passport Gateway	**$0.05**
	➔ Secure Payment Processing	**2.9% + $0.25**
Service Delivery	➔ Product Support Specialists for technical support 7 days a week	**Included**

[1] Passport's pricing assumes purchase of all listed products and services and the scope as Passport currently understands it. Should either structure change, Passport reserves the right to update its price accordingly. This price proposal is valid up to 90 days from receipt.

AGENDA ITEM NO. I.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 5, 2023
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the City Manager to approve a Purchase Authorization to Vortex Services, LLC for Lateral Inspection and Lining Services in the amount of $500,000
BACKGROUND:	Last year, in FY 2023 a total of $385,000 was approved towards Lateral cleaning, videoing and selected lining on Gulf Blvd. from a contract between Vortex Infrastructure Services, LLC and the City of Miami Beach that the City of Treasure Island was able to piggy-back from. There is still more lateral work that needs to be done in this current fiscal year to complete the project.
POLICY/PURPOSE:	To request authorization from the City Commission for the City Manager to approve a $500,000 purchase authorization to Vortex Services, LLC for Lateral Inspection and Lining Services.
STRATEGIC PLAN RELEVANCE:	Goal 1: Protect City assets to sustain the future of Treasure Island. Objective 1: Assess status, and maintain City-owned infrastructure (seawalls, stormwater, sanitary sewers, roads and buildings).
ANALYSIS/DISCUSSION:	There are 93 laterals between 108th Ave south to 99th Ave. that are located under Gulf Blvd. Gulf Blvd is expected to be resurfaced in the next 12 to 18 months. The City needs to ensure that the laterals are in good condition prior to the resurfacing of Gulf Blvd. At this time the city has 45 laterals remaining on Gulf Boulevard. We will be installing liners on 35 of the laterals that

are in terrible shape. We will monitor the 10 remaining and determine at a later date if these will be needing liners.

After discussions with the Florida Department of Environmental Protection, the legislative grant we received can be used for the lining of the laterals.

FUNDING: Funding for this purchase order is from the Wastewater Fund 420-5350-63450 in the amount of $300,000 which was approved in the FY 2024. The remaining $200,000 will be funded by reducing the Envirowaste PO by $200,000. Envirowaste is the contractor that is working on the $1.05 million dollar legislative grant awarded in Fiscal 2023.

MOTION: I move to approval/deny staff's recommendation to authorize the City Manager to execute a purchase authorization for $500,000 with Vortex Services, LLC.

ATTACHMENTS:
Vortex Piggy Back Contract.pdf

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

CONTRACT NUMBER 23-017-PB

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With required copy to:

City Attorney, City of Treasure Island, Florida

Bryant Miller Olive P.A.

One Tampa City Center, Suite 2700

Tampa, Florida 33602

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

10. MISCELLANEOUS.

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

Witness:

Sheila Hilson

Signature

Sheila Hilson

Print Name

Witness:

Signature

Matthew McNab

Print Name

AS TO CONTRACTOR:

Vortex Services

Company Name

Shawn Ready

Printed Name

Senior RVP

Title

Signature

AS TO CITY OF TREASURE ISLAND, FLORIDA:

ATTEST:

~~City Clerk~~ Deputy City Clerk

City Manager

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Composite Exhibit A;

Contract no. 20-191-02

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND VORTEX INFRASTRUCTURE SERVICES, LLC. FOR MANHOLES, STURCTURES, AND CURED-IN PLACE REHABILITATION AND INSPECTION SERVICES PURSUANT TO ITN-2020-191-ND

1/21/2022 | 11:05 EST

This Professional Services Agreement ("Agreement") is entered into this _____ day of _____, 20____("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **VORTEX INFRASTRUCTURE SERVICES, LLC.,** a Delaware limited liability company whose address is 18150 Imperial Valley Drive, Houston, Texas 77060 ("Contractor").

SECTION 1
DEFINITIONS

Agreement:	This Agreement between the City and Contractor, including any exhibits and amendments thereto.
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Rodolfo De La Torre, Public Works Operations Division Director.
Contractor:	For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the City.
General Conditions For Services and Construction Contracts:	The City's terms and conditions that shall be applicable to goods and services and construction agreements.
Services:	All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.
Fee:	Amount paid to the Contractor as compensation for Services.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach ITN No. 2021-191-ND for Manholes Inspection and Rehabilitation Services, together with all amendments thereto, issued by the City in contemplation of this

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Agreement ITN and the Contractor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the ITN; and the Proposal.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

SECTION 2
SCOPE OF SERVICES

2.1 Terms & Conditions – Services. By virtue of executing this Agreement, Contractor agrees to be bound by and in compliance with the Terms and Conditions for Goods and Services incorporated herein, which may be found at the following link:
https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/

Terms & Conditions – Construction. Contractor agrees to be bound by and in compliance with the Terms and Conditions for Construction (dated April 13, 2020), incorporated herein, which may be found at the following link:
https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/

2.2 In consideration of the Fee to be paid to Contractor by the City, Contractor shall provide the work and services described in Exhibit "A" hereto (the "Services").

2.3 Conditional Assignment and Third-Party Beneficiary: Contractor shall conditionally assign to the City all of its right, title and interest in and to all agreements or warranties relating to the services including without limitation for manhole and structure rehabilitation; cured-in-place pipe rehabilitation for sewer and stormwater lines; circuit television inspection (CCTV); trenchless point repairs; and pipeline and manhole condition inspection/reports services ("Transferred Agreement(s)"). The Transferred Agreement(s) shall provide that in the event of any termination or default of this Agreement, City, in its sole and absolute discretion, may, upon written notice to the applicable transferee, assume the Transferred Agreement and thereafter, the Transferred Agreement shall continue in full force and effect as if a direct agreement between City and such transferee, such transferee will recognize City without any further action on the part of either City or such transferee, and such transferee will continue to perform all of its obligations, in accordance with such Transferred Agreement. Contractor shall include in its agreement with all potential transferees a consent to the conditional assignment language as provided herein. If City elects to succeed to the interest of Contractor under any such agreement, City will not be (i) liable for damages for any act or omission of Contractor, (ii) liable for any payments owed prior to the transfer, (iii) subject to any offsets or deductions that such transferee may have against Contractor, or (iv) bound by any amendment or modification of such agreement made without the prior written consent of City. In addition to the foregoing, the City shall be a third-party beneficiary to the agreements provided in this section and shall have the right to enforce such agreements directly to the extent the City may deem such enforcement necessary or advisable.

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SECTION 3
TERM

The term of this Agreement shall commence upon execution of this Agreement by the City and Contractor, which shall be the Effective Date and shall be in effect for two (2) years ("Initial Term"), plus three (3), one (1) year renewal options, to be exercised at the sole discretion of the City Manager (Initial Term and any renewals shall be collectively referred to as the "Term"). City shall provide Contractor with notice of renewal no later than thirty (30) days prior to the expiration of the initial term (or first renewal term, as applicable).

Notwithstanding the Term provided herein, Contractor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as set forth in the timeline and/or schedule for a particular project referenced in the Purchase Order.

SECTION 4
FEE

4.1 In consideration of the Services to be provided, Contractor shall be compensated on a fixed fee basis, in accordance with the pricing established in Exhibit "B" Price List attached hereto.

4.2 Cost Escalation: Prices must be held firm during the initial term of the Agreement. During the renewal term, the City may consider prices increases no greater than the applicable Bureau of Labor Statistics (www.bls.gov) CPI-U index or 3%, whichever is less. The City may also consider increases based on mandated living wage increases. In considering cost escalation due to living wage increases, the City will only consider the direct costs related to living wage increases, exclusive of overhead, profit or any other related cost.

4.3 Licenses, Permits and Fees: Contractor shall be responsible for attaining permits for any work which requires permits. The City will only reimburse the Contractor for the initial review and one resubmission. Costs associated with additional resubmissions will not be reimbursed. Contractor shall not include permit fees on Price List. All licenses required by a municipality, governmental agency, or political subdivision shall be obtained by and paid for by the Contractor. Damages, penalties and or fines imposed on the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor. Permit fees will be provided as a pass-through cost only.

4.5 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within forty-five (45) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Accounts Payable: Payables@miamibeachfl.gov

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SECTION 5
TERMINATION

5.1 TERMINATION FOR LACKOF FUNDS

The City is a governmental entity and 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 Agreement. In the event there is a lack of adequate funding either for the products, services and/or the project; the City may terminate this Agreement without further liability to the City.

5.2 TERMINATION FOR CAUSE

The City, through the City Manager, may terminate this Agreement for cause, upon written notice to Contractor, in the event that the Contractor (1) violates any provision of this Agreement or performs in bad faith; (2) unreasonably delays the performance of the services or any portion thereof; or (3) does not perform the services or any portion thereof in a timely and satisfactory manner. In the case of termination for cause by the City, the Contractor shall first be granted a thirty (30) day cure period (commencing upon receipt of the initial written notice of default from the City). In the event of a termination for cause, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Contractor. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2.1 In the event this Agreement is terminated for cause by the City, the City, at its sole option and discretion, may take over the remaining services and complete them by contracting with another Contractor(s), or otherwise. The Contractor shall be liable to the City for any additional cost(s) incurred by the City due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of the services, and the cost of completion of such services had the Agreement not been terminated.

5.3 TERMINATION FOR CONVENIENCE OF THE CITY

In addition to the City's right to terminate for cause, the City, through the City Manager, may also terminate this Agreement, upon fourteen (14) days prior written notice to Contractor, for convenience, without cause, and without penalty, when (in its sole discretion) it deems such termination to be in the best interest of the City. In the event the City terminates the Agreement for convenience, Contractor shall be compensated for Contractor's actual cost of work and materials incurred by the Contractor and consistent with prior City approved order commitments, including any orders in progress for raw material, work in progress and furnished products materials, which shall have been expended when notice of cancellation shall be received by Contractor. Upon payment of any amount which may be due to Contractor pursuant this subsection 5.3, the City shall have no further liability to Contractor.

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5.4 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.3.

5.5 IMPLEMENTATION OF TERMINATION

In the event of termination (whether for cause or for convenience), upon receipt of the City's written notice of termination the Contractor shall immediately: (1) stop the performance of services; (2) place no further orders or issue any other subcontracts, except for those which may have already been approved, in writing, by the City Manager's designee; (3) terminate all existing orders and subcontracts; and (4) promptly assemble all project documents (for delivery to the City Manager's designee).

SECTION 6
INDEMNIFICATION, INSURANCE REQUIREMENTS, PAYMENT AND PERFROMANCE BOND

6.1 INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

6.2.1 The Contractor shall maintain the below required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

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A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

C. Automobile Liability Insurance covering any automobile, if Contractor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than $2,000,000 combined per accident for bodily injury and property damage.

D. Installation Floater Insurance against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site, which is to be used (installed into a building or structure) in the Project. *(City of Miami Beach shall Named as a Loss Payee on this policy, as its interest may appear. This policy shall remain in force until acceptance of the project by the City.)*

E. Umbrella Liability Insurance in an amount no less than $5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

F. If any excavation work is included in the Contract, it is understood and agreed that Contractor's Liability policy shall not contain exclusion for XCU (Explosion, Collapse and Underground) coverage.

6.2.2 Additional Insured: City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Contractor's insurance.

6.2.3 Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

6.2.4 Waiver of Subrogation: Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

6.2.5 Acceptability of Insurers: Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida

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Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

6.2.6 Verification of Coverage: Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

6.2.7 Special Risks or Circumstances: The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

6.3 PAYMENT AND PERFORMANCE BOND

The City will require a payment and performance bond for any prosecution and completion of a public work or for repairs upon a public work in excess of $200,000. Within ten (10) calendar days of City execution of the Contractor Service Order, Contractor shall furnish a Performance Bond and a Payment Bond, attached here to as Exhibit B.

6.3.1 Each Bond shall be in the amount of one hundred percent (100%) of the Contractor Service Order, guaranteeing to City the completion and performance of the work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to the project.

6.3.2 Each Bond shall continue in effect for one year after final completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contractor Service Order sum, or an additional bond shall be conditioned that Contractor will, upon notification by City, correct any defective or faulty work or materials which appear within one year after final completion of the work.

6.3.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor shall ensure that the bond(s) referenced above shall be

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recorded in the public records of Miami-Dade County and provide City with evidence of such recording.

6.3.4 Alternate Form of Security: In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit. Such alternate forms of security shall be subject to the prior approval of City and shall be subject to the same conditions as those applicable above and shall be held by City for one year after completion and acceptance of the Work.

6.4 QUALIFICATION OF SURETY

6.4.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

6.4.2 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner.

6.4.3 The City will accept a surety bond from a company with a rating of B+ or better for bonds up to $2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the City shall review and either accept or reject the surety company based on the financial information available to the City. A surety company that is rejected by the City may be substituted by the Bidder or proposer with a surety company acceptable to the City, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

Policy- Financial holder's Size Amount of Bond	Ratings Category
500,001 to 1,000,000	B+ Class I
1,000,001 to 2,000,000	B+ Class II
2,000,001 to 5,000,000	A Class III
5,000,001 to 10,000,000	A Class IV
10,000,001 to 25,000,000	A Class V
25,000,001 to 50,000,000	A Class VI
50,000,001 or more	A Class VII

6.4.4 The City may accept a Bid Bond, Performance Bond and Payment Bond from a surety company that is in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code, as may be amended from time to time.

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SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Contractor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $10,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of $10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of $10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9
DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Contractor shall exercise the degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Contractor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise

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be made public and/or disseminated by Contractor, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Contractor or its employees or sub-Contractors, without the prior written consent of the City Manager.

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

(A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

(B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

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(C) Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

(D) The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(E) The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

i. If this Agreement is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

(F) The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this Agreement.

(G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Contractor or third parties.

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10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Contractor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Contractor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Contractor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Contractor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Contractor further covenants that in the performance of this Agreement, Contractor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

(A) Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound

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recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(C) Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:

(1) Keep and maintain public records required by the City to perform the service;

(2) Upon request from the City's custodian of public records, provide the City 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 in Chapter 119, Florida Statutes or as otherwise provided by law;

(3) 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 contract term and following completion of the Agreement if the Contractor does not transfer the records to the City;

(4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All 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 systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

(1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(2) Contractor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

(3) A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

(1) If a civil action is filed against a Contractor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.

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(2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the City or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(3) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

(A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

(B) If the City or Contractor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event

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claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

(C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

(D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

(E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Contractor of such termination. If the Agreement is terminated pursuant to this section, Contractor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

(A) Contractor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Contractor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term. If Contractor enters into a contract with an approved subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

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(B) TERMINATION RIGHTS.

(1) If the City has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Contractor for cause, and the City shall thereafter have or owe no further obligation or liability to Contractor.

(2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Contractor otherwise complied with such subsection, the City will promptly notify the Contractor and order the Contractor to immediately terminate the Agreement with the subcontractor. Contractor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Contractor's contract for cause.

(3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

(4) The City or Contractor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

(5) If the City terminates the Agreement with Contractor under the foregoing Subsection (B)(1), Contractor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

(6) Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

SECTION 11
NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO CONTRACTOR:
Vortex Infrastructure Services, LLC.
5910 Hartford Street
Tampa FL 33619
Attn: Catherine Corrigan
Ph: 864-640-0363
Email: ccorrigan@vortexcompanies.com

TO CITY:
Public Works Department
451 Dade Blvd.
Miami Beach FL, 33139
Attn: Rodolfo De La Torre, Director Infrastructure Division
Ph: 305-673-7000 ext. 6243
Email: rudydelatorre@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

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SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 ENTIRETY OF AGREEMENT

The City and Contractor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

12.6 BACKGROUND CHECKS/CONTRACTOR'S PERSONNEL

The Contractor(s) shall conduct a full criminal background check at its own expense on each of its employees engaged in providing Services under this ITB or any resulting Agreement prior to the commencement of said Services. No Contractor employee shall be eligible to perform Services, pursuant to this ITB or resulting Agreement if he or she: (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents

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and/or (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor(s) shall defend, indemnify and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement. Contractor(s) shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Contractor's personnel must wear photo identification at all times.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: DocuSigned by: Rafael E. Granado FAB8BA0BFB5E4CF...
Rafael E. Granado, City Clerk

DocuSigned by: Alina T. Hudak 7AE29EE3401349E...
Alina T. Hudak, City Manager

Date: 1/21/2022 | 11:05 EST

FOR CONTRACTOR:

VORTEX INFRASTRUCTURE SERVICES, LLC.

ATTEST:

By: Catherine Corrigan

Catherine Corrigan-Project Coordinator
Print Name and Title

Wesley Kingery - President
Print Name and Title

Date: 10/4/2021

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DA 10-1-21
Date

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EXHIBIT A
SCOPE OF SERVICES

1. The scope of services include but are not limited to: manhole and structure rehabilitation; cured-in-place pipe rehabilitation for sewer and stormwater lines; circuit television inspection (CCTV); trenchless point repairs; and pipeline and manhole condition inspection/reports. The Operations Division of the Public Works Department (hereinafter referred to as the "Division") has identified multiple locations where manholes, structures and gravity mains require rehabilitation.

2. **Roadmap for Awarding Work.** When items/services are needed, the requesting department will identify the pricing from each vendor and select the vendor that offers the best pricing and availability for the sum of all the items, attached hereto as Exhibit "B" Price List, on a case by case basis. Price includes the furnishing of all labor, materials, and equipment necessary to complete the work.

3. The requesting department will issue a Purchase Order (PO) for services performed. Contractor shall only commence services when the City has issued a PO.

4. **Emergency Services.** The Contractor will provide the City with evening, weekend and, holiday service, as necessary, to cope with an emergency which threatens public health and safety, as determined by the City. Contractor shall be immediately available via a twenty-four (24) hour, seven (7) days per week telephone service. It is expected that non-scheduled request for service (emergency calls, etc.) shall be responded to within one (1) hour after the call is made to the service line or directly to the Contractor. Contractor shall supply the name and telephone numbers, cellular and office, of at least two (2) company individuals with the authority to make management decisions and who can be reached at any time.

The Contractor, upon the issuance of a purchase order, shall mobilize within 24 hours. The contractor shall call for underground locates (Sunshine 811) a minimum of 48-hours before demolition/excavation activities. In some cases such as a sewer main break and after meeting on-site to discuss the repairs of the water or sewer main break, the Contractor may be required to mobilize immediately as directed by the Department of Public Works Director, Infrastructure (Operations) Director, or his designee.

5. **Routine/Non-Emergency or Planned Work.** The Contractor, upon the issuance of a Purchase Order (PO) shall schedule a Pre-Construction meeting with the Project Administrator within 48 hours and, within a reasonable time frame the Contractor shall provide a work schedule which will be mutually agreed upon. Upon receipt of NTP the Contractor shall commence scheduling meetings, activities, permit applications and other preconstruction activities deemed necessary to complete the work. The Notice to Proceed will not be issued until Contractor's submission to City of all required documents (i.e. Payment and Performance Bonds, and Insurance Certificate) and after issuance of a PO. The contractor shall call for underground locates (Sunshine 811) a minimum of 48-hours before demolition/excavation activities begin and shall mobilize within 24-hours of the previously agreed on "project start date". All required permits and any other necessary documents required by this provision shall be submitted to the City before mobilizing.

6. **Additional Services Not Specified.** For the cost of labor for additional work not specified under other line items, for regular and non-regular working hours. Contractor shall be compensated in accordance with the hourly rates stipulated in Exhibit "B" Price List,

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For additional parts/supplies (as applicable) a percentage markup shall be applied in accordance with the agreed upon percentage stipulated in Exhibit "B" Price List.

7. **Maintenance of Traffic.** Work shall be conducted in such a manner that all streets shall be open to traffic at night. Approved and sufficient barricades, signs and lighting shall be maintained at all times for the safety of the public and traffic.

7.1 Work areas must be barricaded by the Contractor 24 hours prior to commencement of the work.

7.2 It will be the responsibility of the Contractor to provide all barricades, signs, and lighting in accordance with the above stated requirements. The Contractor shall be responsible for providing an off-duty police officer, if necessary, to complete the job.

7.3 The cost of law enforcement officers will be provided as a pass-through cost only.

8. **Workday.** Regular working hours are from 7:00 a.m. to 5:00 p.m., Monday through Friday. Calls outside these hours and days will be considered non-regular. Work outside of regular working hours must be previously authorized by the City.

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EXHIBIT B PRICE LIST

ITEM DESCRIPTION	U / M	ENVIROWASTE	NATIONAL WATER MAIN	VORTEX
CLEAN, TV, FLOW TEST				
		UNIT COST	UNIT COST	UNIT COST
Sewer Main Television Inspection (6" in Diameter or Less)	LF	$ 1.00	$ 1.25	$ 5.00
Sewer Main Television Inspection (8" through 16" Diameter)	LF	$ 1.00	$ 1.25	$ 2.00
Sewer Main Television Inspection (18" through 24" Diameter)	LF	$ 1.00	$ 2.15	$ 3.00
Sewer Main Television Inspection (27" through 36" Diameter)	LF	$ 1.00	$ 2.70	$ 4.00
Sewer Main Television Inspection (42" through 48" Diameter)	LF	$ 5.00	$ 14.00	$ 5.00
Sewer Main Television Inspection (54" through 60" Diameter)	LF	$ 6.00	$ 14.50	$ 6.00
Sewer Main Television Inspection (66" through 72" Diameter)	LF	$ 7.00	$ 15.00	$ 8.00
Sewer Main Television Inspection (78" through 90" Diameter)	LF	$ 8.00	$ 15.50	$ 10.00
Sewer Main Television Inspection (96" through 108" Diameter)	LF	$ 10.00	$ 16.00	$ 12.00
Sewer Main Cleaning - Normal (6" in Diameter or less)	LF	$ 1.00	$ 1.25	$ 10.00
Sewer Main Cleaning - Normal (8" through 16" Diameter)	LF	$ 1.00	$ 1.25	$ 8.00
Sewer Main Cleaning - Normal (18" through 24" Diameter)	LF	$ 3.00	$ 2.15	$ 20.00
Sewer Main Cleaning - Normal (27" through 36" Diameter)	LF	$ 4.00	$ 2.70	$ 30.00
Sewer Main Cleaning - Normal (42" through 48" Diameter)	LF	$ 8.00	$ 14.00	$ 50.00
Sewer Main Cleaning - Normal (54" through 60" Diameter)	LF	$ 10.00	$ 14.50	$ 75.00
Sewer Main Cleaning - Normal (66" through 72" Diameter)	LF	$ 12.00	$ 15.00	$ 100.00
Sewer Main Cleaning - Normal (78" through 90" Diameter)	LF	$ 15.00	$ 15.50	$ 150.00
Sewer Main Cleaning - Normal (96" through 108" Diameter)	LF	$ 18.00	$ 16.00	$ 200.00
Sewer Main Cleaning - Mechanical (6" in Diameter or less)	LF	$ 12.00	$ 32.00	$ 20.00
Sewer Main Cleaning - Mechanical (8" through 16" Diameter)	LF	$ 15.00	$ 64.00	$ 30.00
Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	LF	$ 20.00	$ 79.00	$ 40.00
Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	LF	$ 25.00	$ 89.00	$ 50.00
Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	LF	$ 30.00	$ 89.00	$ 100.00
Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	LF	$ 40.00	$ 515.00	$ 150.00
Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	LF	$ 50.00	$ 515.00	$ 250.00
Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	LF	$ 60.00	$ 515.00	$ 350.00
Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	LF	$ 70.00	$ 515.00	$ 450.00
6" Clean and TV storm sewer	LF	$ 3.00	$ 6.00	$ 5.00
8" Clean and TV storm sewer	LF	$ 3.00	$ 2.95	$ 7.00
10" Clean and TV storm sewer	LF	$ 3.50	$ 2.95	$ 8.00
12" Clean and TV storm sewer	LF	$ 4.00	$ 2.30	$ 10.00
15" Clean and TV storm sewer	LF	$ 5.00	$ 3.15	$ 12.00
16" Clean and TV storm sewer	LF	$ 5.00	$ 10.65	$ 15.00
18" Clean and TV storm sewer	LF	$ 6.00	$ 6.50	$ 18.00
21" Clean and TV storm sewer	LF	$ 7.00	$ 7.50	$ 20.00
24" Clean and TV storm sewer	LF	$ 7.50	$ 9.50	$ 22.00
30" Clean and TV storm sewer	LF	$ 9.00	$ 18.50	$ 25.00
36" Clean and TV storm sewer	LF	$ 11.00	$ 25.50	$ 28.00
42" Clean and TV storm sewer	LF	$ 12.00	$ 28.50	$ 30.00
48" Clean and TV storm sewer	LF	$ 14.00	$ 31.50	$ 35.00
54" Clean and TV storm sewer	LF	$ 16.00	$ 42.50	$ 40.00
60" Clean and TV storm sewer	LF	$ 18.00	$ 53.00	$ 50.00
72" Clean and TV storm sewer	LF	$ 20.00	$ 28.50	$ 60.00
84" Clean and TV storm sewer	LF	$ 25.00	$ 90.00	$ 70.00
90" Clean and TV storm sewer	LF	$ 30.00	$ 85.00	$ 80.00
96" Clean and TV storm sewer	LF	$ 35.00	$ 265.00	$ 90.00
102" Clean and TV storm sewer	LF	$ 40.00	$ 90.00	$ 100.00
24" x 36" Clean and TV storm sewer culvert	LF	$ 50.00	$ 105.00	$ 40.00
34" x 53" Clean and TV storm sewer culvert	LF	$ 55.00	$ 125.00	$ 80.00
36" x 72" Clean and TV storm sewer culvert	LF	$ 65.00	$ 125.00	$ 120.00
38" x 72" Clean and TV storm sewer culvert	LF	$ 70.00	$ 125.00	$ 130.00
42" x 36" Clean and TV storm sewer culvert	LF	$ 75.00	$ 165.00	$ 80.00
48" x 72" Clean and TV storm sewer culvert	LF	$ 80.00	$ 165.00	$ 150.00
48" x 76" Clean and TV storm sewer culvert	LF	$ 90.00	$ 165.00	$ 180.00
96" x 48" Clean and TV storm sewer culvert	LF	$ 100.00	$ 185.00	$ 225.00
102" x 42" Clean and TV storm sewer culvert	LF	$ 105.00	$ 185.00	$ 250.00
102" x 60" Clean and TV storm sewer culvert	LF	$ 110.00	$ 210.00	$ 300.00
120" x 60" Clean and TV storm sewer culvert	LF	$ 120.00	$ 210.00	$ 350.00
Outfall segment surcharge	LF	$ 15.00	$ 125.00	$ 1,000.00
6" - 12" Post TV Inspection After Rehabilitation	LF	$ 2.00	$ 1.10	$ 2.00
14" - 20" Post TV Inspection After Rehabilitation	LF	$ 2.50	$ 1.10	$ 3.00
21" - 36" Post TV Inspection After Rehabilitation	LF	$ 3.50	$ 2.20	$ 4.00
37"- 42" Post TV Inspection After Rehabilitation	LF	$ 5.00	$ 2.20	$ 5.00
43"- 48" Post TV Inspection After Rehabilitation	LF	$ 7.00	$ 4.40	$ 6.00
49"- 54" Post TV Inspection After Rehabilitation	LF	$ 9.00	$ 5.50	$ 7.00
55"- 60" Post TV Inspection After Rehabilitation	LF	$ 12.00	$ 6.50	$ 10.00

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EXHIBIT B PRICE LIST

ITEM DESCRIPTION	U / M	ENVIROWASTE	NATIONAL WATER MAIN	VORTEX
Sewer Lift Station Cleaning	SQFT	$ 10.00	$ 22.50	$ 12.00
Storm Water Lift Station Cleaning	SQFT	$ 10.00	$ 22.50	$ 12.00
Vector Truck Services	HR	$ 225.00	$ 210.00	$ 500.00
6" - 12" Joint Testing	EA	$ 75.00	$ 2,650.00	$ 2,500.00
14" - 20" Joint Testing	EA	$ 125.00	$ 2,650.00	$ 3,000.00
21" - 36" Joint Testing	EA	$ 175.00	$ 3,100.00	$ 3,500.00
37" - 48" Joint Testing	EA	$ 275.00	$ 3,100.00	$ 4,500.00
49" - 54" Joint Testing	EA	$ 400.00	$ 4,200.00	$ 5,500.00
55" - 60" Joint Testing	EA	$ 450.00	$ 4,200.00	$ 6,500.00
Mechanical Root/FOG removal	LF	$ 10.00	$ 5.50	$ 50.00
Other Remote Obstruction removal (max. 5 lf)	EA	$ 750.00	$ 500.00	$ 750.00
Smoke Testing (measured per LF of trunk line)	LF	$ 0.75	$ 3.10	$ 3.00
Cleanout & Sewer Lateral Visual Inspection	EA	$ 200.00	$ 285.00	$ 500.00
MACP MH Inspection Level 1	EA	$ 75.00	$ 95.00	$ 200.00
MACP MH Inspection Level 2	EA	$ 150.00	$ 185.00	$ 300.00
Flow Testing - Wastewater Collection System	Per Week	$ 2,500.00	$ 1,200.00	$ 1,500.00
MANHOLE STRUCTURES				
Rebuild Bench and Invert	EA	$ 250.00	$ 325.00	$ 500.00
Removal of Existing Coating (Water Blast) (Standard 4-ft Diameter)	VF	$ 50.00	$ 32.50	$ 63.00
Removal of Existing Coating (Water Blast) (Standard 5-ft Diameter)	VF	$ 78.00	$ 32.50	$ 99.00
Removal of Existing Coating (Water Blast) (Standard 6-ft Diameter)	VF	$ 100.00	$ 48.50	$ 142.00
Removal of Existing Coating (Sand Blast) (Standard 4-ft Diameter)	VF	$ 75.00	$ 130.00	$ 164.00
Removal of Existing Coating (Sand Blast) (Standard 5-ft Diameter)	VF	$ 115.00	$ 130.00	$ 256.00
Removal of Existing Coating (Sand Blast) (Standard 6-ft Diameter)	VF	$ 150.00	$ 195.00	$ 368.00
Demolition of Existing Mechanically Fastened Liner (Standard 4-ft Diameter)	VF	$ 120.00	$ 130.00	$ 227.00
Demolition of Existing Mechanically Fastened Liner (Standard 5-ft Diameter)	VF	$ 175.00	$ 130.00	$ 354.00
Demolition of Existing Mechanically Fastened Liner (Standard 6-ft Diameter)	VF	$ 200.00	$ 195.00	$ 509.00
Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner or approved equal	VF	$ 225.00	$ 240.00	$ 227.00
Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner or approved equal	VF	$ 325.00	$ 275.00	$ 354.00
Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner or approved equal	VF	$ 450.00	$ 365.00	$ 509.00
Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	$ 350.00	$ 355.00	$ 503.00
Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	$ 540.00	$ 360.00	$ 786.00
Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	$ 700.00	$ 460.00	$ 1,131.00
Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1/4" Cementitious + 125 mils Epoxy / Polyurea or approved equal	VF	$ 400.00	$ 445.00	$ 566.00
Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1/4" Cementitious + 125 mils Epoxy / Polyurea or approved equal	VF	$ 700.00	$ 515.00	$ 884.00
Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1/4" Cementitious + 125 mils Epoxy / Polyurea or approved equal	VF	$ 900.00	$ 605.00	$ 1,273.00
Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea or approved equal	VF	$ 500.00	$ 595.00	$ 629.00
Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea or approved equal	VF	$ 800.00	$ 610.00	$ 982.00
Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea or approved equal	VF	$ 1,000.00	$ 680.00	$ 1,414.00
Lift / Pump Station or Non-Standard Structure Rehabilitation - 1-inch Calcium Aluminate-based cementitious liner or approved equal	SQFT	$ 20.00	$ 49.50	$ 18.00
Lift / Pump Station or Non-Standard Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	$ 30.00	$ 44.50	$ 40.00
Lift / Pump Station or Non-Standard Structure Rehabilitation - Composite System - 1/4" Cementitious + 125 mils Epoxy / Polyurea or approved equal	SQFT	$ 45.00	$ 52.50	$ 45.00
Lift / Pump Station or Non-Standard Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea or approved equal	SQFT	$ 50.00	$ 66.50	$ 50.00
Lift / Pump Station or Non-Standard Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	$ 20.00	$ 25.00	$ 20.00

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EXHIBIT B PRICE LIST

ITEM DESCRIPTION	U / M	ENVIROWASTE	NATIONAL WATER MAIN	VORTEX
Adjust manhole frame and cover up to 1 Ft	EA	$ 850.00	$ 1,155.00	$ 2,300.00
Adjust manhole frame and cover over 1 Ft	EA	$ 1,500.00	$ 1,325.00	$ 3,500.00
New manhole frame and cover-24"	EA	$ 1,200.00	$ 1,980.00	$ 2,800.00
New manhole frame and cover-32"	EA	$ 2,500.00	$ 2,145.00	$ 4,000.00
Install Chimny Seal I & I Barrier	EA	$ 750.00	$ 465.00	$ 1,000.00
Install Inflow Dish	EA	$ 100.00	$ 225.00	$ 150.00
By-Pass for manhole(s) rehabilitation (influent 6" though 10")	HR	$ 0.01	$ 275.00	$ 100.00
By-Pass for manhole(s) rehabilitation (influent 12" though 15")	HR	$ 0.01	$ 350.00	$ 150.00
By-Pass for manhole(s) rehabilitation (influent 18" though 21")	HR	$ 0.01	$ 350.00	$ 250.00
By-Pass for manhole(s) rehabilitation (influent 24" and above)	HR	$ 0.01	$ 350.00	$ 375.00
By-Pass for wet well/Non-Standard Structure rehabilitation (influent 6" though 10")	HR	$ 100.00	$ 275.00	$ 275.00
By-Pass for wet well /Non-Standard Structure rehabilitation (influent 12" though 15")	HR	$ 125.00	$ 350.00	$ 300.00
By-Pass for wet well /Non-Standard Structure rehabilitation (influent 18" though 21")	HR	$ 150.00	$ 350.00	$ 450.00
By-Pass for wet well /Non-Standard Structure rehabilitation (influent 24" through 36")	HR	$ 175.00	$ 350.00	$ 600.00
By-Pass for wet well /Non-Standard Structure rehabilitation (influent 36" and above)	HR	$ 200.00	$ 565.00	$ 1,000.00
Infiltration Control - Acrylamide Grout	Gallon	$ 45.00	$ 10.00	$ 500.00
Infiltration Control - Polyurethane Grout	Gallon	$ 350.00	$ 120.00	$ 600.00
Infiltration Control - Hydraulic Grout (Other Approved)	Gallon	$ 100.00	$ 150.00	$ 400.00
Waterproofing Resin	LB	$ 50.00	$ 250.00	$ 50.00
Backyard Easement Additional Cost	EA	$ 750.00	$ 1,650.00	$ 3,500.00
CIPP				
Joint Preparation	LF	$ 40.00	$ 2,850.00	$ 500.00
6" or smaller By-Pass Charge for Lining/Rehab	HR	$ 100.00	$ 275.00	$ 50.00
6"-12" By-Pass Charge for Lining/Rehab	HR	$ 100.00	$ 350.00	$ 75.00
15"-18" By-Pass Charge for Lining/Rehab	HR	$ 150.00	$ 350.00	$ 125.00
21"-24" By-Pass Charge for Lining/Rehab	HR	$ 200.00	$ 350.00	$ 225.00
27"-36" By-Pass Charge for Lining/Rehab	HR	$ 350.00	$ 525.00	$ 375.00
42" or Larger By-Pass Charge for Lining/Rehab	HR	$ 350.00	$ 1,050.00	$ 750.00
6" - 12" Joint Sealing	EA	$ 250.00	$ 2,650.00	$ 1,500.00
14" - 20" Joint Sealing	EA	$ 350.00	$ 2,650.00	$ 2,000.00
21" - 36" Joint Sealing	EA	$ 450.00	$ 3,100.00	$ 3,000.00
37" - 48" Joint Sealing	EA	$ 650.00	$ 3,100.00	$ 4,000.00
49" - 54" Joint Sealing	EA	$ 750.00	$ 4,200.00	$ 5,500.00
55" - 60" Joint Sealing	EA	$ 900.00	$ 4,200.00	$ 7,500.00
Chemical Grout for Joint Repairs	Gallon	$ 45.00	$ 10.00	$ 900.00
6" or smaller CIPP Setup Charge	EA	$ 575.00	$ 210.00	$ 500.00
6"-12" CIPP Setup Charge	EA	$ 1,150.00	$ 550.00	$ 750.00
15"-18" CIPP Setup Charge	EA	$ 2,300.00	$ 660.00	$ 1,200.00
21"-24" CIPP Setup Charge	EA	$ 3,450.00	$ 880.00	$ 2,000.00
27"-36" CIPP Setup Charge	EA	$ 5,750.00	$ 5,775.00	$ 3,000.00
42" or Larger CIPP Setup Charge	EA	$ 11,500.00	$ 6,500.00	$ 5,000.00
6" or smaller Backyard Easement Additional Set-up Per Install	EA	$ 460.00	$ 715.00	$ 1,000.00
6" to 12" Backyard Easement Additional Set-up Per Install	EA	$ 575.00	$ 1,365.00	$ 1,500.00
15" to 24" Backyard Easement Additional Set-up Per Install	EA	$ 1,150.00	$ 2,450.00	$ 2,500.00
27" to 48" Backyard Easement Additional Set-up Per Install	EA	$ 5,750.00	$ 2,750.00	$ 4,000.00
6"-12" Pipe	EA	$ 250.00	$ 250.00	$ 300.00
15"-18" pipe	EA	$ 300.00	$ 450.00	$ 300.00
21"-24" Pipe	EA	$ 400.00	$ 1,325.00	$ 400.00
27"-36" Pipe	EA	$ 500.00	$ 2,650.00	$ 500.00
42" or Larger Pipe	EA	$ 600.00	$ 3,100.00	$ 500.00
6" x 4.5mm STEAM / WATER CURE	LF	$ 46.00	$ 33.60	$ 40.00
8" x 6.0mm STEAM / WATER CURE	LF	$ 40.25	$ 27.50	$ 28.00
10" x 6.0mm STEAM / WATER CURE	LF	$ 46.00	$ 28.60	$ 30.00
12" x 6.0mm STEAM / WATER CURE	LF	$ 57.50	$ 41.50	$ 40.00
15" x 7.5mm STEAM / WATER CURE	LF	$ 69.00	$ 67.20	$ 60.00
18" x 9.0mm STEAM / WATER CURE	LF	$ 80.50	$ 113.50	$ 90.00
21" x 9.0mm STEAM / WATER CURE	LF	$ 109.25	$ 115.50	$ 110.00

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EXHIBIT B PRICE LIST

ITEM DESCRIPTION	U / M	ENVIROWASTE	NATIONAL WATER MAIN	VORTEX
24" x 10.5mm STEAM / WATER CURE	LF	$ 132.25	$ 178.50	$ 125.00
27" x 10.5mm STEAM / WATER CURE	LF	$ 155.25	$ 183.75	$ 175.00
30" x 12.0mm STEAM / WATER CURE	LF	$ 178.25	$ 215.25	$ 200.00
33" x 12.0mm STEAM / WATER CURE	LF	$ 195.50	$ 220.50	$ 250.00
36" x 12.0mm STEAM / WATER CURE	LF	$ 224.25	$ 357.00	$ 300.00
42" x 13.5mm STEAM / WATER CURE	LF	$ 276.00	$ 367.00	$ 350.00
48" x 15.0mm STEAM / WATER CURE	LF	$ 402.50	$ 400.00	$ 400.00
54" x 18.0mm STEAM / WATER CURE	LF	$ 488.75	$ 409.50	$ 450.00
60" x 22.5mm STEAM / WATER CURE	LF	$ 575.00	$ 577.50	$ 550.00
6" Additional 1.5mm	LF	$ 10.00	$ 2.65	$ 3.00
8" Additional 1.5mm	LF	$ 10.00	$ 3.15	$ 3.00
10" Additional 1.5mm	LF	$ 10.00	$ 4.20	$ 4.00
12" Additional 1.5mm	LF	$ 30.00	$ 4.45	$ 4.00
15" Additional 1.5mm	LF	$ 30.00	$ 5.50	$ 6.00
18" Additional 1.5mm	LF	$ 36.00	$ 6.30	$ 9.00
21" Additional 1.5mm	LF	$ 36.00	$ 7.35	$ 8.00
24" Additional 1.5mm	LF	$ 36.00	$ 8.40	$ 9.00
27" Additional 1.5mm	LF	$ 40.00	$ 9.45	$ 10.00
30" Additional 1.5mm	LF	$ 46.00	$ 10.50	$ 14.00
33" Additional 1.5mm	LF	$ 52.00	$ 12.60	$ 14.00
36" Additional 1.5mm	LF	$ 58.00	$ 14.70	$ 14.00
42" Additional 1.5mm	LF	$ 66.00	$ 15.75	$ 18.00
48" Additional 1.5mm	LF	$ 78.00	$ 16.80	$ 20.00
54" Additional 1.5mm	LF	$ 92.00	$ 19.95	$ 20.00
60" Additional 1.5mm	LF	$ 100.00	$ 23.10	$ 22.00
6" Additional .7mm	LF	$ 10.00	$ 2.65	$ 1.50
8" Additional .7mm	LF	$ 10.00	$ 3.15	$ 1.50
10" Additional .7mm	LF	$ 10.00	$ 4.20	$ 2.00
12" Additional .7mm	LF	$ 30.00	$ 4.45	$ 2.00
15" Additional .7mm	LF	$ 30.00	$ 5.50	$ 3.00
18" Additional .7mm	LF	$ 36.00	$ 6.30	$ 4.50
21" Additional .7mm	LF	$ 36.00	$ 7.35	$ 4.00
24" Additional .7mm	LF	$ 36.00	$ 8.40	$ 4.50
27" Additional .7mm	LF	$ 40.00	$ 9.45	$ 5.00
30" Additional .7mm	LF	$ 46.00	$ 10.50	$ 7.00
33" Additional .7mm	LF	$ 52.00	$ 12.60	$ 7.00
36" Additional .7mm	LF	$ 58.00	$ 14.70	$ 7.00
42" Additional .7mm	LF	$ 66.00	$ 15.75	$ 9.00
48" Additional .7mm	LF	$ 78.00	$ 16.80	$ 10.00
54" Additional .7mm	LF	$ 92.00	$ 19.95	$ 10.00
60" Additional .7mm	LF	$ 100.00	$ 23.10	$ 11.00
Internal reconnects on Cured-in-place pipe	EA	$ 500.00	$ 525.00	$ 1,000.00
4" Set-up clean and inspect < 20' each total	FT	$ 25.00	$ 11.50	$ 23.00
4" Set-up clean and inspect > 20' each total	FT	$ 25.00	$ 23.00	$ 23.00
6" Set-up clean and inspect < 20' each total	FT	$ 25.00	$ 11.50	$ 23.00
6" Set-up clean and inspect > 20' each total	FT	$ 25.00	$ 23.00	$ 23.00
4"-6" Set-up for installations of < 20' each total	EA	$ 3,450.00	$ 5,725.00	$ 3,450.00
4"-6" Set-up for installations of 20' - 50' each total	EA	$ 3,800.00	$ 5,975.00	$ 3,795.00
4"-6" Set-up for installations of 51'-150' each total	EA	$ 4,350.00	$ 6,500.00	$ 4,370.00
4"-6" Installation and cure of lateral liner from surface clean-out to main	LF	$ 140.00	$ 70.00	$ 132.25
4" Wye Lateral Connection Seal	EA	$ 1.50	$ 1,865.00	$ 1.15
5" Wye Lateral Connection Seal	EA	$ 1.50	$ 1,865.00	$ 1.15
6" Wye Lateral Connection Seal	EA	$ 1.50	$ 1,865.00	$ 1.15
4" Tee Lateral Connection Seal	EA	$ 1.50	$ 1,865.00	$ 1.15
5" Tee Lateral Connection Seal	EA	$ 1.50	$ 1,865.00	$ 1.15
6" Tee Lateral Connection Seal	EA	$ 1.50	$ 1,865.00	$ 1.15
OTHER REQUIREMENTS				
Certification of Work Completed - Purchase orders of 1,000 LF or Less Upon completion of all work contractor shall provide record drawings of all restored segments, as builts shall include restoration performed, date and shall be certified for proper installation by the product provider.	EA	$ 1,000.00	$ 2,500.00	$ 1,000.00
Certification of Work Completed - Purchase orders of 1,001 to 10,000 LF Upon completion of all work contractor shall provide record drawings of all restored segments, as builts shall include restoration performed, date and shall be certified for proper installation by the product provider.	EA	$ 5,000.00	$ 5,000.00	$ 2,000.00

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EXHIBIT B PRICE LIST

ITEM DESCRIPTION	U / M	ENVIROWASTE	NATIONAL WATER MAIN	VORTEX
Certification of Work Completed - Purchase orders of 10,000 LF or more Upon completion of all work contractor shall provide record drawings of all restored segments, as builts shall include restoration performed, date and shall be certified for proper installation by the product provider.	EA	$ 7,500.00	$ 10,000.00	$ 3,000.00
Re-Inspection of WORK at 3 Years - 3 years from date of install the contractor shall spot check the work performed. The city will pay applicable costs for cleaning and inspection to be performed. To be paid for per Purchase Order issued.	LS	$ 10,000.00	$ 26,500.00	$ 15,000.00
Mobilization and Demobilization for Work orders smaller than $50,000	EA	$ 5,000.00	$ 35,000.00	$ 30,000.00
Mobilization and Demobilization for Work $50,000 to $100,000	EA	$ 10,000.00	$ 45,000.00	$ 25,000.00
Mobilization and Demobilization for Work $100,000 to $200,000	EA	$ 20,000.00	$ 70,000.00	$ 20,000.00
Mobilization and Demobilization for Work orders greater than $250,000	EA	$ 25,000.00	$ 110,000.00	$ 18,000.00
Maintenance of Traffic - Residential Area	Day/Crew	$ 750.00	$ 1,800.00	$ 3,000.00
Maintenance of Traffic - City Arterial/County Road/ FDOT Road	Day/Crew	$ 1,250.00	$ 5,000.00	$ 4,000.00
Hourly Rate - Regular - Provide all applicable positions				
Vac Truck Operator	Hr	$ 225.00	$ 85.00	$ 220.00
Supervisor, Foreman or Superintendent	Hr	$ 80.00	$ 85.00	$ 250.00
Laborer 1	Hr	$ 60.00	$ 85.00	$ 100.00
Laborer 2	Hr	$ 65.00	$ 115.00	$ 125.00
Laborer 3	Hr	$ 70.00	$ 115.00	$ 150.00
Heavy Equipment Operator	Hr	$ 90.00	$ 115.00	$ 175.00
Skilled Laborer 1	Hr	$ 65.00	$ 115.00	$ 150.00
Skilled Laborer 2	Hr	$ 70.00	$ 115.00	$ 175.00
Skilled Laborer 3	Hr	$ 75.00	$ 115.00	$ 200.00
Inspector	Hr	$ 125.00	$ 115.00	$ 250.00
Hourly Rate - Non-Regular - Provide all applicable positions				
Vac Truck Operator	Hr	$ 250.00	$ 115.00	$ 286.00
Supervisor, Foreman or Superintendent	Hr	$ 90.00	$ 115.00	$ 325.00
Foreman	Hr	$ 90.00	$ 85.00	$ 260.00
Laborer 1	Hr	$ 65.00	$ 85.00	$ 130.00
Laborer 2	Hr	$ 70.00	$ 85.00	$ 162.50
Laborer 3	Hr	$ 75.00	$ 85.00	$ 195.00
Heavy Equipment Operator	Hr	$ 95.00	$ 125.00	$ 227.50
Skilled Laborer 1	Hr	$ 70.00	$ 115.00	$ 195.00
Skilled Laborer 2	Hr	$ 75.00	$ 115.00	$ 227.50
Skilled Laborer 3	Hr	$ 80.00	$ 115.00	$ 260.00
Inspector	Hr	$ 130.00	$ 115.00	$ 325.00
Administrative Mark up for Parts and Supplies		20%	15%	0%

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ATTACHMENT A

RESOLUTION AND COMMISSION AWARD MEMO

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RESOLUTION NO. 2021-31940

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO INVITATION TO NEGOTIATE (ITN) 2020-191-ND, FOR MANHOLE, STRUCTURES, AND CURED-IN PLACE REHABILITATION AND INSPECTION SERVICES; APPROVING THE TERMS OF AN AGREEMENT WITH NATIONAL WATER MAIN CLEANING CO, VORTEX INFRASTRUCTURE SERVICES LLC, AND ENVIROWASTE SERVICES GROUP, INC, AS SET FORTH IN EXHIBIT "A" TO THE CITY COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AGREEMENTS WITH NATIONAL WATER MAIN CLEANING CO, VORTEX INFRASTRUCTURE SERVICES LLC, AND ENVIROWASTE SERVICES GROUP, INC.

WHEREAS, on June 24, 2020, the Mayor and City Commission authorized the issuance of Invitation to Negotiate (ITN) 2020-191-ND for Manhole, Structures, and Cured-In Place Rehabilitation and Inspection Services; and

WHEREAS, ITN responses were due and received on July 28, 2020; and

WHEREAS, the City received proposals from the following eight (8) firms: BLD Services, LLC, Envirowaste Services Group, Inc., Granite Inliner, LLC, Hinterland Group, Inc., Insituform Technologies, Inc., Miller Pipeline, LLC, National Water Main Cleaning Co., and Vortex Infrastructure Services, LLC; and

WHEREAS, the proposals from Insituform Technologies, Inc. and Miller Pipeline, LLC were deemed non-responsive for failure to meet the minimum qualifications requirements of the ITN and were not considered further; and

WHEREAS, on July 29, 2020, via LTC # 269-2020, the City Manager appointed the Evaluation Committee (the "Committee"), comprised of Mariana Evora, Civil Engineer II, Public Works Department; Patricia Rendon, Civil Engineer II, Public Works Department; and Mina Samadi, Senior Capital Projects Coordinator, The Office of Capital Improvement Projects; and

WHEREAS, the Committee convened on September 18, 2020 to consider the responsive proposals; and

WHEREAS, the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law, general information on the scope of services and a copy of each proposal; and

WHEREAS, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the ITN; and

WHEREAS, the evaluation process resulted in the ranking of proposers as follows: National Water Main Cleaning Co., as the top ranked proposer; Vortex Infrastructure Services, LLC, as the second ranked proposer; Envirowaste Services Group, Inc., as the third ranked

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proposer; Granite Inliner, LLC, as the fourth ranked proposer; Hinterland Group, Inc. as the fifth ranked proposer; and BLD Services LLC, as the sixth ranked proposer; and

WHEREAS, on November 18, 2020, via Resolution No. 2020-31485, the Mayor and City Commission authorized the Administration to enter into simultaneous negotiations with National Water Main Cleaning, Co. (National Water Main), as the top ranked proposer; Vortex Infrastructure Services, LLC (Vortex), as the second ranked proposer; and Envirowaste Services Group, Inc. (Envirowaste), as the third ranked proposer, and further provided that the final selection and of the recommended proposer(s), and contract, be subject to the prior approval of the Mayor and City Commission; and

WHEREAS, City staff proceeded with simultaneous negotiations; and

WHEREAS, City staff created a price list and term sheet and allowed Envirowaste, National Water Main, and Vortex to provide comments on said documents; and

WHEREAS, after obtaining input, staff finalized the term sheet and cost proposal and requested that the firms agree to the terms and provide pricing; and

WHEREAS, City staff reviewed the pricing provided and in order to expedite the required work, while assuring the lowest overall cost, decided to award a push button contract to all three firms; and

WHEREAS, City staff notified the firms that the City would proceed to complete a push button contract and thus requested that a Best and Final Offer ("BAFO") be submitted on or before July 19, 2021; and

WHEREAS, none of the firms submitted a BAFO; and

WHEREAS, City staff drafted the proposed agreement set forth in Exhibit A to the City Commission Memorandum accompanying this Resolution; and

WHEREAS, after reviewing the results of the negotiation process, the City Manager recommends authorizing the Administration to finalize and execute agreements with National Water Main Cleaning, Co., Vortex Infrastructure Services, LLC, and Envirowaste Services Group, Inc., that will assist the City in rehabilitating sewer and stormwater infrastructure.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager, pursuant to Invitation to Negotiate (ITN) 2020-191-ND for Manhole, Structures, and Cured-in Place Rehabilitation and Inspection Services; approve the terms of an agreement with National Water Main Cleaning Co., Vortex Infrastructure Services LLC, and Envirowaste Services Group, Inc., as set forth in Exhibit "A" to the City Commission Memorandum accompanying this Resolution; and authorize the City Manager and City Clerk to execute agreements with National Water Main Cleaning Co., Vortex Infrastructure Services LLC, and Envirowaste Services Group, Inc.

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PASSED and **ADOPTED** this 8 day of December 2021.

ATTEST:

RAFAEL E. GRANADO, CITY CLERK

DAN GELBER, MAYOR

DEC 13 2021

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11-30-21 Date

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MIAMIBEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: December 8, 2021

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO INVITATION TO NEGOTIATE (ITN) 2020-191-ND, FOR MANHOLE, STRUCTURES, AND CURED-IN PLACE REHABILITATION AND INSPECTION SERVICES; APPROVING THE TERMS OF AN AGREEMENT WITH NATIONAL WATER MAIN CLEANING CO, VORTEX INFRASTRUCTURE SERVICES LLC, AND ENVIROWASTE SERVICES GROUP, INC, AS SET FORTH IN EXHIBIT "A" TO THE CITY COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AGREEMENTS WITH NATIONAL WATER MAIN CLEANING CO, VORTEX INFRASTRUCTURE SERVICES LLC, AND ENVIROWASTE SERVICES GROUP, INC.

RECOMMENDATION

On November 18, 2020, via Resolution No. 2020-31485, the Mayor and City Commission authorized the Administration to enter into simultaneous negotiations with National Water Main Cleaning, as the top-ranked proposer, Vortex Infrastructure Services, as the second-ranked proposer, and Envirowaste Services Group, Inc., as the third-ranked proposer. The Resolution required that the contract be subject to the prior approval of the Mayor and City Commission.

BACKGROUND/HISTORY

The City of Miami Beach owns and operates its water, wastewater, and stormwater infrastructure. In recent years the need to rehabilitate sewer and stormwater infrastructure has become a priority to maximize the useful life of the assets and reduce inflow and infiltration. The Operations Division of the Public Works Department has identified multiple locations where manholes, structures, and gravity mains require rehabilitation. The envisioned services may include but are not limited to manhole and structure rehabilitation; cured-in-place pipe rehabilitation for sewer and stormwater lines; circuit television inspection (CCTV); trenchless point repairs; and pipeline and manhole condition inspection/reports.

In order to consider the best products and methodologies that may be available in the market, the City prepared an ITN for the services. On June 24, 2020, the Mayor and City Commission approved the issuance of Invitation to Negotiate (ITN) 2020-191-ND for manhole, structures,

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purchase order to the firm offering the best cost for the selected items. In late July 2021, a meeting was held with the City Attorney's Office to address the matter of the manufacturer's warranty issue. The final language for this matter was received in late August 2021. The final agreements were routed to the City Attorney's office for review and form approval in early September. In late September, the agreements were approved. The item could not be placed on the agenda for the October City Commission meeting based on agenda deadlines. Given that there were no regular meetings in November, the item was placed on the December 8, 2021 city commission meeting agenda.

The draft agreement, including the menu of pre-priced items, is attached as Exhibit A.

SUPPORTING SURVEY DATA

Not Applicable.

FINANCIAL INFORMATION

The costs of the related services are subject to funds availability approved through the City's budgeting process. Grant funding will not be utilized.

CONCLUSION

After reviewing the negotiation process results, I believe staff and National Water Main Cleaning, Vortex Infrastructure Services, and Envirowaste Services Group have successfully negotiated an agreement (attached) that will assist the City in rehabilitating sewer and stormwater infrastructure to optimize performance and the life of the system.

Therefore, I recommend that the Mayor and City Commission adopt the Resolution approving the material terms of an agreement, pursuant to Invitation to Negotiate (ITN) 2020-191-ND for manhole, structures, and cured-in-place rehabilitation and inspection services; and authorizing the City Manager and City Clerk to execute the agreements with National Water Main Cleaning, Co., Vortex Infrastructure Services, LLC, and Envirowaste Services Group, Inc.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Legislative Tracking

Public Works/Procurement

ATTACHMENTS:

Description

- Exhibit A
- Resolution

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and cured-in-place rehabilitation and inspection services. On July 28, 2020, proposals were received from the following eight (8) firms: BLD Services, LLC, Envirowaste Services Group, Inc., Granite Inliner, LLC, Hinterland Group, Inc., Insituform Technologies, Inc., Miller Pipeline, LLC, National Water Main Cleaning Co., and Vortex Infrastructure Services, LLC. The proposals from Insituform Technologies, Inc. and Miller Pipeline, LLC were deemed non-responsive for failure to meet the minimum qualifications requirements of the ITN and were not considered further.

The Evaluation Committee appointed by the City Manager convened on September 18, 2020 to consider proposals received. The evaluation process resulted in the proposers being ranked by the Evaluation Committee in the following order:

1st ranked – National Water Main Cleaning Co.

2nd ranked – Vortex Infrastructure Services, LLC.

3rd ranked – Envirowaste Services Group, Inc.

4th ranked - Granite Inliner, LLC

5th ranked - Hinterland Group, Inc.,

6th ranked - BLD Services, LLC

ANALYSIS

On November 18, 2020, via Resolution No. 2020-31485, the Mayor and City Commission authorized the Administration to enter into simultaneous negotiations with National Water Main Cleaning, as the top-ranked proposer, Vortex Infrastructure Services, as the second-ranked proposer, and Envirowaste Services Group, Inc., as the third-ranked proposer. The Resolution required that the contract be subject to the prior approval of the Mayor and City Commission.

As directed by the City Commission, staff proceeded with simultaneous negotiations with the three selected firms for the scope of services, contract terms, and costs. In late November 2020, staff held several internal meetings to develop a detailed term sheet and unit cost proposal to secure unit pricing from the selected firms based on the City's infrastructure needs. The unit cost proposal is very detailed and includes nearly 200 line items; however, this is important to assure fixed competitive pricing for future work. In early February 2021, staff then met with each proposer to discuss the term sheet and unit cost proposals. Selected firms were given until late February 2020 to provide feedback and any questions on the term sheet and unit cost proposal. In mid-March 2021, staff met with the City Attorney's Office to discuss several complex contract issues, especially the matter of assuring that product manufacturers would warrant completed work should there be an issue with the installing contractor. Several meetings were held on this matter, and subsequently, a revised term sheet and cost proposal was released to the selected firms. In late June 2021, the best and final offers were received from the selected firms that addressed both terms and costs. In early July 2021, staff reviewed the best and final offers received. During the review of best and final offers received, staff determined that the amount of planned work requiring the services under consideration would likely exceed the capacity of any single contractor. Therefore, a push-button contract methodology is determined to be in the best interest of the City. A push-button contract method allows staff to select the services needed from a pre-priced menu of options and issue a

Exhibit B

Scope of Work

Vortex – Miami Beach – Pipe Rehabilitation Contract

All work performed under this “Piggy Back” contract will be within the City of Treasure Island. The scope of this work will be mainly to clean, video and line laterals on Gulf Boulevard, as necessary to prevent collapse of the road. However, as funds become available the location of the laterals may be located in the neighborhoods, as deemed necessary.

AGENDA ITEM NO. I.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 5, 2023
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the City Manager to Purchase of a Claw Truck for $255,520.24 using the Sourcewell Purchasing Consortium to replace the existing Claw Truck
BACKGROUND:	The existing Claw Truck that the city owns was purchased in 2009 and is at the end of its useful life. The truck has an abundant amount of rust, and the garage is continuously adding sheet metal to the bed of the truck to keep the truck in operations. In addition, the hydraulic system and claw are outdated. The claw truck is a vital piece of equipment that is used for yard waste removal and disposal and is particularly indispensable after a storm or hurricane.
POLICY/PURPOSE:	The purchase of any item greater than $25,000 requires spending authority from the City Commission.
STRATEGIC PLAN RELEVANCE:	Goal 1: Protect City assets to sustain the future of Treasure Island
ANALYSIS/DISCUSSION:	Reasoning for higher cost for this unit vs our budgeted.

- Larger bed (This one will be a 30 yard)
- A more heavy-duty grapple arm
- Hardox steel to withstand debris being dumped into the bed without damaging the bed. (We have made several repairs to our current one with the additional steel)
- Truck will be delivered with cameras equipped that will be ready to connect to our Samsara equipment and also the

bed will be painted our Treasure Island "blue", and we will not have to send off to be painted once it arrives.
- Camera system is included with this cost.

Exhibit 1 is the quote from Petersen Industries for the Claw Truck in the amount of $255,520.24. **Exhibit 2** is the TL-3 Lightning Loader information regarding the general specifications. This truck has a larger hauling capacity; 30 cubic yards vs 20 cubic yards. This will allow for less trips to the recycling center. **Exhibit 3** is information regarding the Hardox dump bed which will lessen the amount of time and effort that was put into fixing the bed of the truck over the years.

FUNDING:

Funding is budgeted in the Solid Waste program (430-5340-64200) for $225,000. The additional funds will come from the auction sale of the old claw truck, and it is anticipated that it will have a resale value of greater than $30,000 to make up for the total cost of $255,520.24.

MOTION:

I move that the City Commission approve / deny the authorization to purchase a replacement Claw Truck for $255,520.24 using the Sourcewell Purchasing Consortium.

ATTACHMENTS:

Exhibit 1 - Treasure Island, City of (FL) thru PI Direct (Sourcewell) TL3 2030HDX Pete537 11152023.pdf
Exhibit 2 - TL-3 Brochure.pdf
Exhibit 3 - Hardox-2-page-brochure-52014.pdf

Quote

Petersen Industries, Inc.
4000 SR 60 W
Lake Wales, FL 33859
Phone: (800) 930-5623
email: parts-service@petersenind.com

Quote No	Quote Date	Page
20232211	11/15/2023	1

Bill To
"T" MISCELLANEOUS
152 108TH AVE
TREASURE ISLAND, FL 33706
US

Ship to
"T" MISCELLANEOUS
152 108TH AVE
TREASURE ISLAND, FL
US

END USER: TREASURE ISLAND, CITY OF (FL)

Customer No	Slspsn	Payment terms
185	Tim Williams	COD

Loc	PPD/COL	Ship via	Ship Date
LW		DRIVE AWAY	A.S.A.P.

Delivery Date:

Qty Ordered	UOM	Item No	Unit price	Disc	Extended price
1.00	EA	LOADER AS CONFIGURED BELOW PAINT LOADER: PI BLACK	73,369.00	2.00	71,901.62

Feature/Kit Components- LOADER

1.00	EA	0.TL3 MODEL TL3 BASE LOADER	1.00	65,147.00
1.00	EA	03.11SAI HEAVY DUTY SWING MOTOR	1.00	0.00
1.00	EA	03.12 STD HT PED STANDARD HEIGHT PEDESTAL	1.00	0.00
1.00	EA	01.11MQCA QUADSTICK MECH CONTROLS (UPGRADE for TL)	1.00	3,333.00
1.00	EA	01.24 GRATING HEAT SHIELD (FOR DUAL CONTROLS ONLY)	1.00	479.00
1.00	EA	10.16 HDHI HDHI OUTRIGGER STROBE	1.00	592.00
1.00	EA	07.10SB60 STANDARD BUCKET 60"	1.00	0.00
1.00	EA	10.04 BUWL BOOM-UP WARNING LIGHT/AUDIBLE ALARM	1.00	0.00
1.00	EA	04.10 SL SWING LOCK (PEDESTAL FOR BOOM)	1.00	0.00
1.00	EA	12.05 HG HOSE GUARDS- HEAD & VALVE BANK	1.00	410.00
1.00	ST	10.97 WL WORK LIGHTS - (SET OF 2) (1 EACH SIDE OF BOOM)	1.00	375.00
1.00	EA	8.41 TB TFM TOOL BOX, TRUCK FRAME MOUNTED UNDER BODY (ADD-ON)	1.00	885.00
1.00	EA	12.36 HD HD CONTROL BOX THROTTLE ENGINE KILL & HORN	1.00	0.00
1.00	EA	12.02 TP TANDEM PUMP IN LIEU OF SINGLE 18 GMP	1.00	0.00
1.00	EA	12.24 PF PERFECT FIT HOSE ROUTING	1.00	703.00
1.00	EA	12.25 GS-AM FRONT MOUNT STROBES AMBER	1.00	894.00
1.00	EA	12.24 MTF MEGATOUGH HOSE UPGRADE	1.00	551.00
1.00	EA	11.02 LOADER SINGLE COLOR (ENAMEL)	1.00	0.00

Quote

Petersen Industries, Inc.
4000 SR 60 W
Lake Wales, FL 33859
Phone: (800) 930-5623
email: parts-service@petersenind.com

Quote No	Quote Date	Page
20232211	11/15/2023	2

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Customer No	Slspsn	Payment terms
185	Tim Williams	COD

Loc	PPD/COL	Ship via	Ship Date
LW		DRIVE AWAY	A.S.A.P.

Delivery Date:

Qty Ordered	UOM	Item No	Unit price	Disc	Extended price
		AS DEFINED BELOW			
1.00	EA	8.0 DUMP BODY AS CONFIGURED BELOW PAINT BODY: COLOR MATCH PAINT CODE PROVIDED BY CUSTOMER: NASON CAS907 ATLAS NEUTRAL (LIGHT BLUE)	42,583.00	2.00	41,731.34
		Feature/Kit Components- 8.0 DUMP BODY			
	1.00 EA	8.29 2030-HDX MODEL HDX-2030 HARDOX BODY 1/8" SIDES, 3/16" FLOOR	1.00		38,309.00
	1.00 EA	8.36 PISWLCD PI SELF-WINDING LOAD COVERING DEVICE (ADD-ON)	1.00		1,353.00
	1.00 EA	8.40 S-BD STANDARD BARN DOORS FOR BODY	1.00		0.00
	1.00 EA	8.47 WL-BW WIRE LOOM FOR BODY WIRING	1.00		0.00
	1.00 EA	10.09 LED LED TYPE BODY LIGHTS, 15 EA.	1.00		0.00
	1.00 EA	10.10 LED FLASH AMBER LED FLASHERS IN REAR CORNER POST	1.00		430.00
	1.00 EA	8.77ANSI ANSI Z245 PACKAGE	1.00		0.00
	1.00 EA	8.76 RCMTL REAR CAMERA MOUNTED IN REAR MARKER LIGHT-TV-550	1.00		1,808.00
	1.00 EA	11.04 BODY/LOADER DIFFERENT COLORS AS DEFINED BELOW	1.00		445.00
	1.00 EA	11.00 SP NON-STANDARD PAINT SELECTED AS NOTED BELOW	1.00		238.00
1.00	EA	CHASSIS-OTHER CHASSIS, FOR NEW LOADER 2024 PETERBILT 537 6.7L CUMMINS 325HP DIESEL ALLISON 3500RDS 33K GVWR SINGLE REAR AXLE	139,686.00	2.00	136,892.28
1.00	EA	NI-EQP MISC ENTER DESCRIPTION HERE 2024 MARKET PRICING SURCHARGE	4,550.00		4,550.00

Quote

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4000 SR 60 W
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Phone: (800) 930-5623
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Quote No	Quote Date	Page
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Customer No	Slspsn	Payment terms
185	Tim Williams	COD

Loc	PPD/COL	Ship via	Ship Date
LW		DRIVE AWAY	A.S.A.P.

Delivery Date:

Qty Ordered	UOM	Item No	Unit price	Disc	Extended price

JEFFREY AGRALL 727-543-4190

Signature Date

SubTotal	**255,075.24**
Delivery	445.00
Tax	0.00
Total Quote	255,520.24

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

3% Surcharge if paid by Credit card

Credit Card Total **263,18**

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TL-3 LIGHTNING LOADER®



LIGHTNING LOADER®
AN AMERICAN LEGEND

The Lightning Loader® is the most envied, most desired, and most imitated grapple truck in the industry. We manufacture 95% of each unit in-house to guarantee quality. Each Lightning Loader® is built to provide maximum strength, durability, and reliability, so you can get the job done fast and free of headaches.

BUILT BY THE BEST






At Petersen Industries, we're serious about being "Made in America." We've lived and breathed knuckleбooms for over 60 years, in Lake Wales, Florida. When it was time to build a new facility, we moved down the street – not overseas.

From buckets to cylinders, we manufacture and install 95% of all components in-house. We're proud of our product and the people who build it. Your Petersen Industries Lightning Loader® is built by highly trained American workers, with quality American parts.

TL-3 LIGHTNING LOADER®

American born. American made. Efficient, dependable one-man operations for secure solid waste removal. Revolutionizing grapple trucks since 1957 and home to the original, industry-defining Lightning Loader®.

BOOM-UP ALARM

Notifies the operator when the boom is over legal travel height with an audible buzzer and red light. The boom-up alarm has been a standard safety feature on our equipment for over a decade.

MINIMAL HOSE EXPOSURE

Slack hoses can snag on debris and obstructions. That's why we designed our "enclosed hose recoil system" and a bucket with no hoses below the rotator.

SINGLE CYLINDER BUCKET

A large cylinder and manifold block keep hoses out of work areas, allows for a stronger bite force, and ensures that both sides always work together.

GREASELESS PROPORTIONAL CONTROLS

Whether you choose our standard lever controls or our patented QUADSTICK® (shown on back); know that they are the most durable & easiest to operate.

SCISSOR HOIST

The most stable hoist available for this application. Lifts 23 tons and is power up and down.

H-STYLE OUTRIGGERS

Horizontal and vertical outriggers act independently of each other. Allows the operator to custom place around obstructions and traffic patterns.

WHEELBASE

We specifically design our units to have the best turning radius and keep a comfortable operator platform.

PETERSEN INDUSTRIES | 4000 SR 60 WEST | LAKE WALES, FLORIDA 33859

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HEAD & PEDESTAL ASSEMBLY

Our Head design is unique for the industry. We started with the kingpost and rotator design 50 years ago and have stuck with it because of: ***reliability, ease of maintenance, and simplicity.***



HEAD

This heavy duty piece of American ingenuity is stress relieved prior to installation.



LOCK-COLLAR

Simply and effectively prevents vertical movement of the king post.



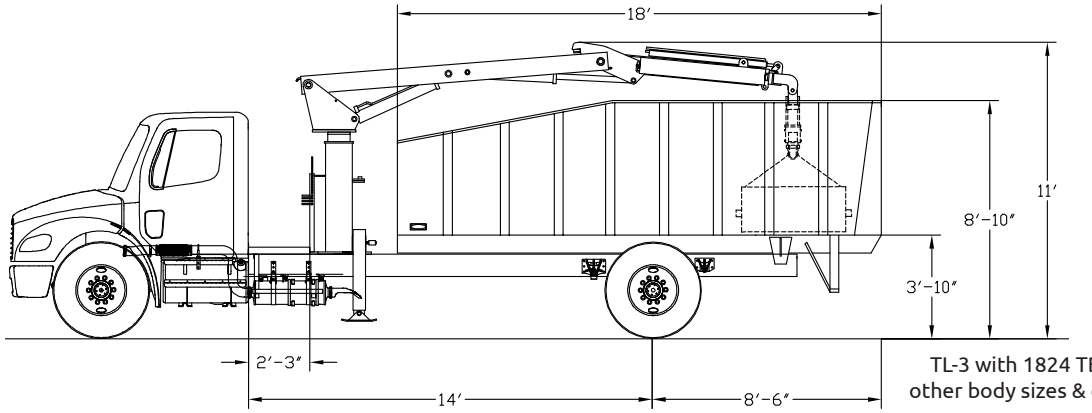
TORQUE ARM

The torque arm allows the gearbox to float laterally, which helps to reduce stresses to the pedestal caused from dynamic forces from boom rotation. Without a torque arm the pedestal would be subjected to higher levels of stress caused by the rotational forces from sudden starts or stops from boom rotation.

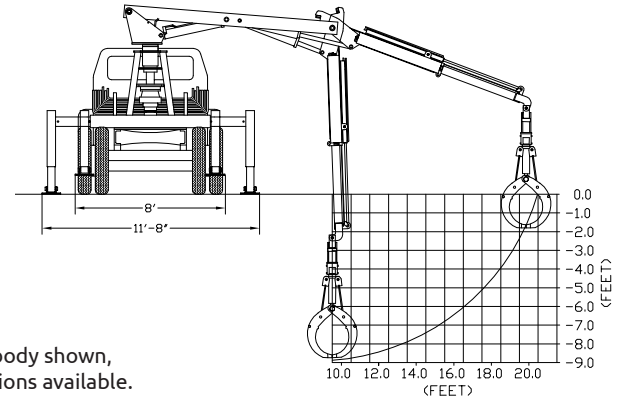


EASY MAINTENANCE

We use nylatron bushings in the bearing housing and a sealed planetary gearbox to reduce maintenance time.



TL-3 with 1824 TBS body shown,
other body sizes & options available.



SYSTEM DESCRIPTION:

The model TL-3 Lightning Loader® is a grapple loader mounted to a chassis from behind the cab, equipped with Petersen's standard trash bucket at the end of the boom. The loader operates from a fixed platform located behind the chassis cab. CNG Capable.

LIFT CAPACITY

Radius	Load Capacity
10 ft. radius	7,100 lbs.
16 ft. radius	4,400 lbs.
20 ft. radius	3,200 lbs.

Note: Weight of attachment not subtracted from above listed lifting capacities. Trash bucket weighs 1,000 lbs. Capacities shown do not exceed 85% vehicle tipping moment (outriggers engaged, loader on firm, level ground.)

GENERAL SPECIFICATIONS

Reach	20 ft. 7 inches
⬡ Main Boom & Tip Boom	16 ft. 7 inches
⬡ Tip Extension	4 ft.
Tare Weight (empty)	23,000 lbs.
Outrigger Span	11 ft. 8 in.
Dump Body Hoist Capacity	23 tons

RECOMMENDED CHASSIS (MINIMUM)

Body Style	Conventional Cab
Cab-to-Axle Dimension	168", 186", 192"
Front Axle Rating	12,000 lbs. Minimum
Rear Axle Rating	21,000 lbs. Minimum
GVW Rating	33,000 lbs. Minimum
Frame	1,500,000 RBM
Frame Thickness	11/32" Minimum
Engine	230 HP Diesel
Transmission	Automatic**
Electrical	Remote engine & transmission connectors

*Always contact Petersen Industries for specific chassis requirements
**Tandem pump hydraulic system requires the transmission to handle 450 lb-ft on the PTO gear.

CONTROL OPTIONS:

Dual manual controls for outriggers and loader on both sides of the truck for accessibility and visibility come standard on this model. QUADSTICK® mechanically linked dual joystick controls (left) are also an available option on the TL-3 and standard lever controls (right).





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When quarrying equipment, vehicle shredders, and mining excavators need maximum durability, they use Hardox®. Our partnership with SSAB brings you Hardox® bodies – the toughest, lightest, and best looking bodies in the industry.

- **Sides, floor, doors, & top rails fabricated from Hardox 450 wear plates**
- **No side posts or floor cross sills**
- **Reduces weight and allows steel to flex and absorb impacts**

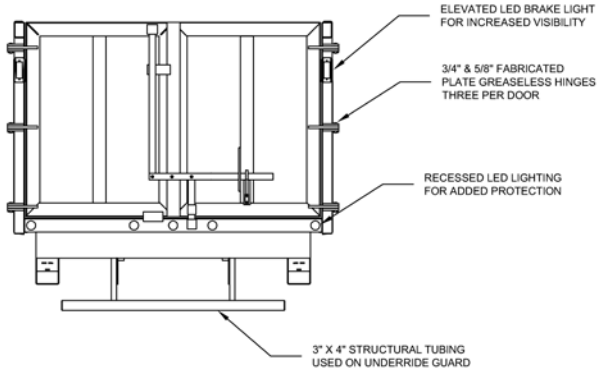
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PETERSEN INDUSTRIES

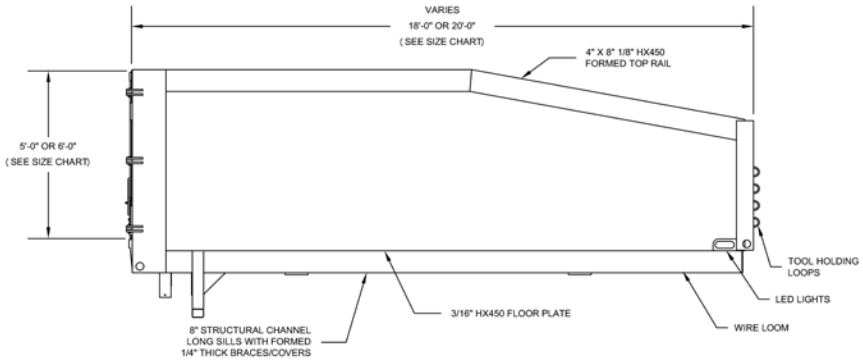
American born. American made.
Efficient, dependable one-man operations for secure solid waste removal. Revolutionizing grapple trucks since 1957 and home to the original, industry-defining Lightning Loader®.

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*Always consult your local Petersen dealer for complete specifications and requirements.





HDX - HARDOX®

Body Floor	Single 3/16" Hardox HX450 steel plate	**Barn Doors**	1/8" Hardox HX450 skins, positive locking mechanism on top and bottom, 3 hinges per door
Cross Sills Side Posts	None	**Body Hoist**	23 ton capacity minimum with dual 6" hydraulic cylinders powered up and down
Long Sills	8" structural channel with ¼" plate angled from bottom of 8" channel to bottom of floor plate	**Body Lights**	Meets federal lighting standards, includes elevated brake lights and LED body lights for increased visibility
Headboard	1/8" Hardox® HX450 steel continuously welded to the floor, welded loops on front to hold tools	**Paint**	High grade primer and enamel finish
Body Sides	1/8" Hardox HX450 steel continuously welded to floor	**Wiring**	Wire loom or conduit (optional)

AVAILABLE SIZES:

Model	Length (ft)	Volume (cu. yd.)	Side Height (ft)	Length Required cab-to-axle	Min GVWR
1824 HDX	18	24	5	168" C/A	33,000
1828 HDX	18	28	6	168" C/A	33,000
2026 HDX	20	26	5	186" C/A	35,000
2030 HDX	20	30	6	186" C/A	37,000

POPULAR OPTIONS:

- PI Self-Winding Load Cover
- Rear Strobe – Mounted on Underride
- Amber LED Flashers Mounted in Rear Corner Posts
- Underbody Work Lights
- Tool Box – Mounted under Body
- Single Door with Air Latches

SCAN TO LEARN MORE

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