BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, FEBRUARY 20, 2024 – 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 AND APPRECIATIONS

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. COMMISSIONER REPORTS

Commissioner Toth
Commissioner Doctor
Commissioner Minning
Commissioner Wetzel
Mayor Payne

G. APPROVAL OF MINUTES

G1. Approval of Minutes: Commission Regular Meeting and Workshop - January 16, 2024

01 16 2024 board-of-commissioners_regular minutes_summary.docx
01 16 2024 board-of-commissioners_workshop minutes_summary.docx

H. PRESENTATIONS

I. CONSENT AGENDA

J. ITEMS OF BUSINESS

J1. Statewide Mutual Aid Agreement

SMAA 2023_Final Version.pdf

J2. Resolution 2024-02 - Adopting the affordable housing inventory list, pursuant to Section 166.0451, Florida Statutes and directing the City to publish the inventory list on the City's website

Resolution 2024-02 Inventory of City Property .pdf
Exhibit A Property Inventory Resolution 2024-02 .pdf

J3. Second amendment to the contract between the City of Treasure Island and New Vista Builders Group for renovations to the new City Hall and spending authority with Premier - Oracle Elevator Company, Inc. in the amount of $58,510.
Att A - City Hall Project Expenses.pdf
Att B - Oracle Proposal.pdf
Att C - 2nd contract amendment.pdf

K. ADJOURNMENT

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

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

AGENDA ITEM NO. G1.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2024
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of Minutes: Commission Regular Meeting and Workshop - January 16, 2024
BACKGROUND:	Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.
POLICY/PURPOSE:	To seek approval for the minutes of the Commission Regular Meeting and Workshop held on January 16, 2024.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	I move to approve the minutes of the Commission Regular Meeting and Workshop held on January 16, 2024, as written.

ATTACHMENTS:
01 16 2024 board-of-commissioners_regular minutes_summary.docx

01 16 2024 board-of-commissioners_workshop minutes_summary.docx

City of Treasure Island
Meeting Minutes
City Commission Regular Meeting

Tuesday, January 16, 2024 – 6:00 p.m.
City Hall Auditorium
120 108th Avenue
Treasure Island, FL 33706

A. CALL TO ORDER

Mayor J. Tyler Payne called the January 16, 2024, meeting of the Treasure Island Board of Commissioners Regular Meeting to order at 6:00 PM.

B. PLEDGE OF ALLEGIANCE

Mayor Payne led the Pledge of Allegiance.

C. ROLL CALL

Present: 5 – Mayor J. Tyler Payne
Commissioner Deb Toth
Commissioner John Doctor
Commissioner Bob Minning (Sworn In following Item J.1 motion)
Commissioner Beth Wetzel

D. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

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

E. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E.1 2023 Employees of the Year Recognition

Employees of the Year for Field, Office and Public Safety are nominated by peers and supervisors, evaluated by the Safety Committee through anonymous voting. Winners receive a chosen parking spot, public recognition, and the award noted in their file.

Human Resources Director Jessica Zamora introduced the 2023 Employees of the Year.

Field: Kevin McAlduff, Facility Maintenance Crew Chief in Public Works, nominated for his exceptional leadership and dedication. Peers commend his adept management of projects, enhancing city infrastructure. Kevin's proactive involvement in the dune

restoration project showcases his commitment beyond regular duties, embodying the Crewe Culture principles.

Office: Lauren Quinto, Human Resources Generalist, celebrated for her infectious positivity and dynamic engagement. Peers praise her efforts in fostering a vibrant Crewe Culture through event organization and morale-boosting initiatives. Recognized for her continuous self-improvement and dedication to creating a respectful and cohesive work environment.

Public Safety: Police Officer Daren Chiaputti, Officer Chiaputti honored for his impactful work with the homeless community. Collaborating closely with local organizations, Officer Chiaputti ensures individuals receive vital assistance. His commendable efforts led to recognition by US Senator Rick Scott, receiving the prestigious Rocky Pomerance Award. Known for his unwavering commitment to organizational excellence and compassionate service.

The Commission extended congratulations to the 2023 Employees of the Year.

F. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Resident and former Commissioner Phil Collins expressed gratitude to Lieutenant Matthew Altman, Firefighter/Paramedic Keller Sawyer, and Firefighter/EMT Ashley Hubbard from the Treasure Island Fire Department for their assistance in installing fire detectors in his home.

G. COMMISSIONER REPORTS

- Commissioner Toth addressed the upcoming events of the Isle of Capri Civic Association and Gulf Beaches Public Library Open House/Ribbon Cutting.
- Commissioner Doctor extended New Year's greetings to all.
- Commissioner Wetzel expressed gratitude to the Treasure Island Fire Department and Treasure Island Police Department for their assistance during the Southeastern Guide Dogs' Meeting, emphasizing the importance of experiencing the sirens, uniforms, and bunker gear firsthand.
- Mayor Payne noted the impact of recent winter storms and informed that the city is closely monitoring beach renourishment efforts. Additionally, Mayor Payne mentioned the legislative session in Tallahassee, FL.

H. APPROVAL OF MINUTES

H.1 Approval of Minutes: Commission Regular Meeting and Workshop - January 16, 2024

Mayor Payne introduced the item.

There was no public comment. There were no Commission questions or discussion. Mayor Payne requested a motion.

Motion: A motion was made by Commissioner Toth, seconded by Commissioner Wetzel; to approve the Commission Regular and Workshop Minutes of January 16, 2024, as written. **The motion carried on the following roll call vote:**

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

I. CONSENT AGENDA

There were no consent agenda items.

J. ITEMS OF BUSINESS

J.1 Consideration of Appointment to the City of Treasure Island City Commission – District 3 and Swearing In

Mayor Payne announced the item.

City Clerk Celine Kidwell spoke to the vacancy in District 3 of the City Commission due to the resignation of Vice Mayor/Commissioner Saleene Partridge.

The Commission met at a Special Meeting on January 8, 2024, to outline the procedure for filling the District 3 vacancy. The purpose is to seek Board approval for the appointment of an individual to the district. As per the City Charter, the appointment must be made within 30 days of the seat becoming vacant. The established process involved accepting letters of interest, with specific information, submitted to the City Clerk.

The Commission will review applicants, aiming to appoint someone for the term through March 31, 2025. The following applicants have expressed their willingness to serve in this capacity.

- Robert ‘Bob” Minning
- Gary Potenziano
- Joan Young

The decision regarding the ballot process was announced, with the Commission in favor of voting by majority. In the event of a tie, revotes will be conducted, with a predetermined limit of three revotes.

At the Commission's invitation, both Mr. Minning and Mr. Potenziano spoke about their experience and dedication to serving. Commissioners asked questions of both candidates. While Ms. Joan Young couldn't attend, she conveyed her interest and shared her experience through a letter.

After a discussion, Commissioner Toth, Commissioner Doctor and Mayor Payne first choice was Mr. Minning. Commissioner Wetzel first choice was Mr. Potenziano.

Following the collection of votes, City Clerk Kidwell announced the results, with Mr. Minning receiving the majority.

There were no further Commission questions or discussion. Mayor Payne requested a motion.

Public Comments
Resident Carlos Miro expressed gratitude to former Commissioner Saleene Partridge for her dedicated service to the city. He also extended congratulations to Mr. Minning for his commitment to caring for our city and our district. Mr. Potenziano's support for our community was also acknowledged. Thanked City Manager Amy Davis for her leadership.

Resident Gary Potenziano congratulated Bob Minning and expressed gratitude to everyone for their support and encouragement.

Resident Rich Holden praised Gary Potenziano as a great individual, describing him as a deep thinker and an engineer genuinely concerned about the future of our community. He remarked that it could be seen as a missed opportunity for a potential candidate by familiarizing oneself with the responsibilities of the job before seeking office.

Resident Phil Collins congratulated Bob Minning for his dedicated service to the city, highlighting his exceptional tenure as both Mayor and Commissioner. Mr. Collins expressed gratitude for the opportunity to serve alongside him as a commissioner for 14 years.

Motion: A motion was made by Commissioner Toth, seconded by Commissioner Doctor to appoint Bob Minning to the City Commission to serve as District 3 Commissioner until the next regular City election, which is March of 2025. **The motion carried on the following roll call vote:**

Moved by Deb Toth; seconded by John Doctor to Approve.
Motion Passed: 3-1
Voting For: J. Tyler Payne, Deb Toth and John Doctor
Voting Against: Maribeth Wetzel

Swearing In New District #3 Commissioner

City Clerk Celine Kidwell administered the oath of office to Robert Minning, officially appointing him as the Commissioner for District #3. The Commission welcomed Mr. Minning.

J.2 First reading of Ordinance 2023-20. This ordinance clarifies the permitting regulations and timelines for sign permits by revising Sec. 73-35 "Permits Required" of the City's Land Development Regulations

Mayor Payne announced the item.

City Attorney Jennifer Cowan read Ordinance 2023-20 by title only.

Community Development Director Kathryn Younkin spoke to Ordinance 2023-20, aimed at clarifying permitting regulations and timelines for sign permits. The current Land Development Regulations for signs, adopted in September 2022, require permits and outline submittal requirements. The proposed ordinance adds a section on application review, specifying timelines and responsibilities for permit review, referencing state statutes for review timelines. Additionally, the ordinance includes information on appeals, indicating that denials will be heard by the Planning and Zoning Board. The Land Planning Agency recommended this ordinance to the City Commission on December 21, 2023. The purpose is to provide clarity on sign permit regulations, aligning with the goal of fostering a vibrant business community in the city's strategic plan.

No questions or discussion ensued from the Commission. Additionally, there were no public comments. Mayor Payne then called for a motion.

Motion: A motion was made by Commissioner Wetzel, seconded by Commissioner Toth to approve Ordinance 2023-20 on first reading and schedule the second reading on February 6, 2023. **The motion carried on the following roll call vote:**

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

J.3 Ordinance 2024-02, First Reading, Amending the FY 2024 Budget to change the approved Classification Plan FY24 for four Classification Titles and Pay Grades in Public Works

Mayor Payne announced the item.

City Attorney Jennifer Cowan read Ordinance 2024-02 by title only.

Public Works Director Mike Helfrich spoke to Ordinance 2024-02, First Reading, amending FY 2024 Budget for Public Works Reclassifications

The need to amend the FY 2024 Budget for Public Works due to the retirement of a veteran employee. Public Works proposed reclassifications for four positions to replace the retired employee's specialized skills. The reclassifications include changing a Public Works Supervisor to a Solid Waste Foreman, a Utility Maintenance Crew Chief to a Utility Maintenance Foreman, a Special Project Manager to a Special Projects Supervisor, and a Building Manager to a Building Supervisor. These changes aim to maintain a diverse and experienced workforce. The proposal is cost-neutral, with no increase in the overall number of authorized positions or the approved FY 24 Budget.

After Commission discussion on clarification regarding the reclassification, and no public comments. Mayor Payne called for a motion.

Motion: A motion was made by Commissioner Wetzel, seconded by Commissioner Toth to approve Ordinance 2023-20 on first

reading and schedule the second reading on February 6, 2023. **The motion carried on the following roll call vote:**

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

J.4 Interim City Manager Contract

Mayor Payne announced the item.

City Attorney Jennifer Cowan spoke of Amy Davis's resignation as City Manager. Staff proposed a contract for former City Manager Garry Brumback as Interim City Manager, with adjustments to certain terms from his previous contract, for the Commission's consideration.

The contract mirrors the existing City Manager's contract but excludes health/medical insurance coverage, a vehicle allowance, and severance pay. It becomes effective on Monday, January 29, 2024, allowing for a week of overlap with Ms. Davis to coordinate pending projects/issues.

After questions and discussion regarding the proposed contract, the Commission concluded without further inquiries, There was no public comments. Mayor Payne called for a motion.

Motion: A motion was made by Commissioner Wetzel, seconded by Commissioner Toth to approve the Interim City Manager contract with Garry Brumback. **The motion carried on the following roll call vote:**

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

J.5 First Amendment to the Non-Exclusive License Agreement with Big Event Slides, LLC for Beach Concessions

Mayor Payne announced the item.

Parks & Recreation Director Cathy Hayduke spoke to Commission approval to amend the Non-Exclusive License Agreement with Big Event Slides, LLC for beach concessions. The proposed amendment removes the underperforming beach gear valet service, reducing the annual license fee from $28,307.04 to $25,835.04. The amendment aligns with the City's strategic goals for a vibrant business community and resource utilization.

The Commission had no questions or discussion, and there were no public comments. Mayor Payne then called for a motion.

Motion: A motion was made by Commissioner Wetzel, seconded by Commissioner Toth, and authorize the City Manager to execute the First Amendment to the Big Event Slides Master Agreement removing the beach gear valet service and associated annual license fee of $2,472. **The motion carried on the following roll call vote:**

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

A. ADJOURNMENT - Meeting adjourned at 7:12 p.m.

Respectfully prepared and submitted by:

Celine Kidwell, CMC, City Clerk
City of Treasure Island, FL

CITY OF TREASURE ISLAND
BOARD OF COMMISSIONERS
REGULAR WORKSHOP

TUESDAY JANUARY 16, 2024 – 6:00 PM

CITY HALL AUDITORIUM
120 108TH AVENUE, TREASURE ISLAND, FL 33706

MINUTES

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

Reconvening at 7:19 p.m.

A. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan extended congratulations to Commissioner Bob Minning and wished everyone a Happy New Year. he noted the upcoming arrival of a new legal intern< Samuel Rucker, from Stetson University and expressed her intention to introduce them to the commission.

City Manager Amy Davis conveyed her congratulations to Commissioner Minning and extended New Year wishes to everyone. She expresses her anticipation for the overlap and collaboration with Interim City Manager Garry Brumback.

City Manager Davis expressed that this would be her final meeting, describing it as bittersweet and mentioning her fondness for her team, whom she will miss.

The Mayor announced a public gathering before the Commission meeting on February 6, 2024, to bid farewell to Amy and express gratitude.

B. DISCUSSION

B.1 2024 Parking Program Update

Finance Director Mike Munger provided a summary of the 2024 Parking Program update.

The City of Treasure Island has been updating its parking program to address congestion issues in Sunset Beach. Changes over the past 5 years include allowing residents to purchase up to 2 passes per address, removing exclusions on parking lots, and increasing overall citywide parking by 25%. Due to the unique landscape and high demand, parking on both sides of the street has caused access issues for residents.

To tackle this, the city collaborated with parking partners ParkMobile and Passport Labs to implement a virtual parking area in Sunset Beach. The plan is to enforce on-street metered

parking during weekends and holidays, starting in 2024. Residents with a 2024 parking pass can park for free during metered hours. A "dual enforcement" system will be in place, accepting both hangtags/decals and registered license plates for 2024.

The city is awaiting License Plate Recognition (LPR) equipment to enforce parking with scanners. In 2025, a more nominal fee for ePermit passes is proposed, and physical hangtags may be phased out. The parking program is funded, and the LPR conversion project is included in the budget. The goal is to maximize resource utilization and improve service for residents while addressing parking congestion.

The Commission discussed various items, including the costs of hangtags, their continued availability, and parking revenue.

Commissioner Wetzel requested that the Commission consider excluding Thanksgiving and Christmas from 'metered dates' to allow parking at no charge in Sunset Beach. Additionally, she proposed exempting contractors, landscapers, and vendors.

B.2 Annual Fireworks Discussion

Parks & Recreation Director Cathy Hayduke addressed the Commission regarding the scheduling of annual fireworks shows, seeking direction on dates and times to develop the scope of work for bid preparation.

The City of Treasure Island contracted with Zambelli Fireworks for annual displays in 2019, 2020, and 2021, with an extension for 2022 and 2023. An additional amendment allowed for a New Year's Eve display in 2022 and 2023. The Commission approved an expenditure of up to $35,000 for FY2023 displays. Staff explored a drone show alternative for the 2023 Sanding Ovations event, obtaining quotes from Sky Element Drones. Prices ranged from $20,000 to $40,000 for 100 to 300 drones, with discounts. If a drone show isn't feasible, fireworks will be used.

The current contract with Zambelli Fireworks expires on May 7, 2024.

The Commission discussed various items, including suggestions for hoteliers to contribute to the fireworks shows. However, some hoteliers expressed concerns about mandatory enforcement and fairness.

Commission Doctor emphasized that while donations from hotels are welcomed, this event is ultimately the responsibility of the city, and its expenses.

Commissioner Minning inquired about the duration of the show, Parks & Recreation Director Hayduke explained that the Fourth of July show was reduced to 15 minutes from its previous length of 20 to 25 minutes and suggested that securing donations and/or sponsorships could be address.

The Commission instructed to include in the bid fireworks shows for the 4th of July lasting 20 to 25 minutes, as well as Sanding Ovations and New Year's Eve shows lasting 7 minutes each. Additionally, they specified that the Ney Year’s Eve fireworks should be held at midnight, with all shows featuring consistent shooting fireworks.

B.3 Discussion of proposed Library Bylaw change

Commissioner Deb Toth spoke to the proposed change to the Gulf Beaches Public Library ("Library") Bylaws. This discussion summed up the memo from Acting Chairperson Ms. Happy Price to Mayor Payne, explaining the reasons for the proposed Bylaws change.

The memo outlined the current structure of the Library's Board of Trustees and its officers as per the Interlocal Agreement and Bylaws. It explained the problem of vacancies in elective offices and suggested a solution of allowing active alternate Trustees to fill these positions. It stated that this change would not affect the voting arrangement or the balance of power among the town/municipality representatives. It clarified that the proposed change does not violate the Interlocal Agreement but requires an amendment to the Bylaws, which will be discussed at the next meeting.

Additionally, it was noted that Mr. Jim Tizzano, an alternate board member, has resigned from the Gulf Beaches Library Board effective January 15, 2024, as indicated in his email.

Commissioner Toth spoke to Mr. Tizzano's commitment to enhance the library's offerings to ensure its continued success as a vital community resource, expressing regret at his resignation.

The Commission engaged in discussion, including the history of the current voting arrangement, lack of attendance by electing members, board positions and amending the bylaws to enable broader participation as deemed appropriate by the board.

City Attorney Jennifer Cowan clarified that the board has the authority to change their bylaws, if the changes do not conflict with the interlocal agreement, which is tied to the funding in the bylaws.

Mayor Payne recommended that Commissioner Toth communicate with the board to discuss their willingness to propose the bylaw changes. In addition, Mayor Payne will follow up with Mayor Queen and Mayor Will, investigating the situation and inquiring about their attendance.

C. PUBLIC COMMENT

Resident Ronald DeBaise addressed concerns about the budget, questioning whether the city is effectively managing its finances by staying within or under budget. He emphasized the importance of personnel costs, requesting detailed job descriptions, salary and time spent on their job for each city employee to ensure efficiency and minimize duplication. Additionally, he inquired about the resignation of the Commission and who will the citizen be addressing in the near future, as well as the selection process for the City Manager or other positions. Who covers the costs of the special event? Are there any benefits derived from hosting these events for residents?"

Mayor Payne explained that the information sought is available through a public records request, and residents can approach their Mayor, commissioner, city manager, city clerk, or online. The next budget workshop is scheduled for August 9, 2024, and residents are encouraged to discuss any budget-related queries with any member of the commission. Regarding commission vacancies, one commissioner resigned from district 3, and Commissioner Minning was appointed tonight to serve for the remainder of the term. The Commissioner 4 seat is up for election. There are two candidates running for district 4.

Mayor Payne provided further details on the election process and informed that the Commission has engaged a search firm to recruit the city's next city manager, with the recruitment process in its preliminary stage. Those interested in applying can find more information on the city’s website once available.

Additionally, Mayor Payne discussed the process for citizens to petition for changes to the city charter, highlighting the current form of government, which consists of a commission and city manager."

D. ADJOURNMENT – Meeting adjourned at 8:47 p.m.

AGENDA ITEM NO. J1.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 20, 2024

SUBMITTED BY: William Barrs, Fire

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Statewide Mutual Aid Agreement

BACKGROUND: The SMAA provides for the reimbursement of our expenses when our local resources are used on statewide deployments, such as deployment of Fire, Police or Public Works assets and personnel to areas impacted by hurricanes or other natural or man-made disasters.

This agreement provides procedures for such deployments as well as for the City of Treasure Island to be able to request assistance from other municipal or county governments if/when needed.

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (FDEM) and the City of Treasure Island. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by FDEM.

POLICY/PURPOSE: This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any

one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
D. The Emergency Management Act, chapter 252, Florida Statutes, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

STRATEGIC PLAN RELEVANCE: Community Road Map, Goal 2: Maintain a safe community.

ANALYSIS/DISCUSSION: Pursuant to Chapter 252, Florida Statutes, FDEM has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Treasure Island has provided such assistance multiple times during the scope of the current agreement and has received timely reimbursement on each occasion.

FUNDING: No impact to the budget to implement SMAA.

MOTION: I move to approve the Statewide Mutual Aid Agreement - 2023 with the State of Florida Division of Emergency Management.

ATTACHMENTS:
SMAA 2023_Final Version.pdf

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____

Clerk or Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

ATTEST:
CITY CLERK

By: _____

Title: _____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF_____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERISTY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

ATTEST:

BOARD OF TRUSTEES
OF_____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

By: _____

Council Clerk

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on_____.

BY: _____

TITLE: _____

DATE: _____

AGENDA ITEM NO. J2.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2024
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Resolutions
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Resolution 2024-02 - Adopting the affordable housing inventory list, pursuant to Section 166.0451, Florida Statutes and directing the City to publish the inventory list on the City's website
BACKGROUND:	The Florida legislature enacted the "Live Local Act" ("Act"), effective July, 1 2023, codified at Chapter 2023-17, Laws of Florida, and signed by the Governor on March 29, 2023 which stated that by October 1, 2023, and every three years thereafter, pursuant to Section 166.1451, Florida Statutes, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate for use as affordable housing. The City Commission must review the list at a public hearing and adopt a resolution that includes an inventory list of such property.
POLICY/PURPOSE:	To identify all real property within its jurisdiction to which the City holds fee simple title that is appropriate for use as affordable housing pursuant to Section 166.1451, Florida Statutes.
STRATEGIC PLAN RELEVANCE:	This request is consistent with the recently updated Comprehensive Plan by identifying appropriate housing for the residents.

ANALYSIS/DISCUSSION:

The City of Treasure Island prepared and reviewed the attached inventory list and determined that the majority of the properties presently serve the City of Treasure Island for government facilities, parks, beach/beach access, alleyways, and parking. The remaining properties were either too small for development, deed restricted, submerged land, or preservation. Therefore, no real property owned by the City was identified as appropriate for use as affordable housing.

FUNDING:

N/A; this is a state-mandated request that must be provided within city resources.

MOTION:

I move to approve Resolution 2024-02 adopting the affordable housing inventory list, pursuant to Section 166.0451, Florida Statutes and directing the City Manager to publish the inventory list on the City's website.

ATTACHMENTS:

Resolution 2024-02 Inventory of City Property .pdf
Exhibit A Property Inventory Resolution 2024-02 .pdf

RESOLUTION NO. 2024-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, IDENTIFYING AVAILABLE CITY OWNED PROPERTY THAT WOULD MEET THE REQUIREMENTS FOR AFFORDABLE HOUSING UNDER SECTION 166.1451, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida legislature enacted the "Live Local Act" ("Act"), effective July, 1 2023, codified at Chapter 2023-17, Laws of Florida, and signed by the Governor on March 29, 2023; and

WHEREAS, by October 1, 2023, and every three years thereafter, pursuant to Section 166.1451, Florida Statutes, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved; and

WHEREAS, the governing body of the municipality must review that inventory list at a public hearing and may revise it at the conclusion of the public hearing; and

WHEREAS, the City of Treasure Island prepared and reviewed the required inventory list as shown in Exhibit A and considered it at a public hearing on February 20, 2024; and

WHEREAS, the City Commission finds that no real property held in fee simple by the City of Treasure Island within its jurisdiction was identified as appropriate for use as affordable housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA:

Section 1. The above recitals are true, correct, and incorporated by reference as the findings of the City Commission.

Section 2. The City Commission does hereby adopt the affordable housing inventory list, pursuant to Section 166.0451, Florida Statutes and directs the City Manager to publish the inventory list on the City's website.

Section 3. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 20th day of February, 2024 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

ATTEST:

_____
J. Tyler Payne, Mayor

_____
Celine Kidwell, City Clerk

Exhibit A - List of City Owned Properties

Parcel ID	Area in Acres	Area in Sq Ft	Use Code	Legal Description	Address Number	Street	Vacant (Y/N)	Comments / Use
23-31-15-91818-012-0130	0.0413 a	1800	1090	TREASURE ISLAND, CITY OF BLK 12, LOT 13 & SW'LY 5FT OF LOT 14		106TH AVE	Yes	Deed Restricted to Street and Alley Purposes OR 3267 Pg 247
23-31-15-91836-007-0111	0.2697 a	11747	1090	TREASURE ISLAND, CITY OF BLK 7, LOT 11-A LESS W 75 FT OF S 25FT OF N 175FT		108TH AVE	Yes	Alleyway - Deed restricted to street, parking, sewer and easement purposes only. OR 1406 Pg 487
23-31-15-91836-006-0101	0.2632 a	11465	1090	TREASURE ISLAND, CITY OF BLK 6, LOT 10-A LYING E'LY OF COFAR-HUNT REP	1	MILLIKEN CT	Yes	Alleyway - Northern Portion is deed restricted to street, parking, sewer and easement purposes only, existing Duke Utility Easements. OR 1406 Pg 476
23-31-15-43470-006-0951	0.0016 a	70	9490	ISLE OF PALMS BLK F, A 5 X 14 FT PARCEL LYING IN LOT 95		112TH AVE	Yes	Vacant - adjacent to ROW bridge approach. Too small to develop.
25-31-15-25398-004-0001	0.0291 a	1266	1000	EIGHTY-FIFTH AVENUE REPLAT N'LY 10FT OF VAC 85TH AVE LYING S OF BLK D		85TH AVE	Yes	Vacant - 10 foot strip providing access to Bay. Too small to develop.
24-31-15-00000-420-0100	0.0855 a	3723	9600	PART OF SE 1/4 LYING W OF LOT 4, BLK 3 SOUTH CAUSEWAY ISLE, DESC AS BEG MOST W'LY COR OF SD LOT 4 TH NW'LY 25.4FT TH W 60FT TO BRIDGE ABUTMENT TH NW'LY ALG SD ABUTMENT 35.05FT TO S LINE OF		TREASURE ISLAND CSWY	Yes	Vacant - adjacent to ROW bridge approach, 35 feet deep, not accessible and too small to develop.

Exhibit A - List of City Owned Properties

Parcel ID	Area in Acres	Area in Sq Ft	Use Code	Legal Description	Address Number	Street	Vacant (Y/N)	Comments / Use
23-31-15-91908-007-0071	0.1013 a	4412	9490	TREASURE ISLAND, CITY OF BLK G, THAT PT OF LOT 7 LYING S'LY OF 116TH AVE & N'LY OF CLUB CAPRI CONDO		116TH AVE	Yes	Vacant - adjacent to ROW bridge approach and contains Duke Energy Easement over entire property OR 19404 Pg 440.
26-31-15-78804-008-0010	0.9405 a	40967	9600	SAWYER & HARRELL'S 2ND ADD BLK 8, LOTS 1 THRU 6 AND W'LY 8FT OF VAC ALLEY ON E (SEE SEC 25 SW)		97TH AVE	No	Beach
22-31-15-17820-001-0050	16.37 a	713082	9600	CONEY ISLAND 1ST ADD (UNRECORDED) PUBLIC BEACH & REC AREA BEING LANDS & R/W EXTENDED W OF BLKS 1-8 TO ECL LYING IN 15,22,23-31-15		1ST ST W	No	Beach
23-31-15-91800-000-0010	14.74 a	718170	9600	TREASURE ISLAND, UNIT NO 1 W 150FT OF TRACTS 1,2,3 & 4 & LAND TO MHW (PUBLIC BEACH) LESS PT OF TRACT 1 DESC AS BEG NW COR OF LOT 17, BLK K OF TREASURE ISLAND, CITY OF TH S64DW 80.2FT TH S26DE 258.5FT TH		GULF BLVD	No	Beach
23-31-15-00000-240-0100	31.79 a	1384904	9600	MUNICIPAL BEACH & REC AREA BEING PART OF GOVT LOTS 2 & 3 LYING IN NW 1/4 & SW 1/4 OF SEC 23-31-15 DESC BEG MOST S'LY COR OF VENETIAN OF TREASURE ISLAND CONDO TH SW'LY 463FT(S) TH SE'LY 500FT TH		GULF BLVD	No	Beach
36-31-15-00000-310-0300	4.507 a	101368	9600	(BEACH AREA) UPLAND & SUBM & PT OF LOTS 3 & 4, SUNSET BEACH UNIT 6 DESC FROM NE COR OF LOT 3 & W R/W OF BAYSHORE DR TH S66DW 391.06FT & S32DE 20.23FT FOR POB TH S33DE 85.41FT TH S39DE 68.96FT TH S39DE		BAYSHORE DR	No	Beach Path
25-31-15-00000-330-0500	0.0500 a	2176	9490	(BEACH ACCESS) PT GOVT LOT 3 DESC AS FROM NE COR LOT 1, BLK 1 SUNSET BCH NO 2 TH N 20DW 328.93FT FOR POB TH N89DW 240FT (S) TO MHW TH NW'LY 10FT TH S89DE 240 FT (S) TO W RD R/W TH SE'LY 10FT TO POB		W GULF BLVD	No	Beach Path
36-31-15-87408-001-0081	0.0355 a	1546	9490	SUNSET BEACH UNIT 2 BLK 1, N 10FT OF LOT 8		GULF BLVD	No	Beach Path
26-31-15-09630-000-0070	0.0211 a	917	9490	BOCA CIEGA PASS SUB S 7FT OF LOT 7 & 30FT VAC ST ADJ ON W LESS RD ON E		GULF BLVD	No	Beach Path
23-31-15-91890-003-0041	0.0439 a	1913	9490	TREASURE ISLAND, CITY OF BLK C, S 10FT OF LOT 4 LESS RD R/W (FOR BEACH ACCESS)		GULF BLVD	No	Beach Path

Exhibit A - List of City Owned Properties

Parcel ID	Area in Acres	Area in Sq Ft	Use Code	Legal Description	Address Number	Street	Vacant (Y/N)	Comments / Use
36-31-15-20011-000-0010	2.947 a	128370	8252	CTI SUNSET BEACH SUB LOTS 1, 2, 3 & 4 & THAT PART OF GOVT LOT 4 OF NW 1/4 OF SEC 36-31-15 DESC COM SE COR OF LOT 6, BLK 1, SUNSET BEACH SUB UNIT NO. 3 TH S23D49'20"E 121.29FT TH CUR LT RAD	8000	W GULF BLVD	No	Beach Pavillion
14-31-15-00000-240-0100	14.18 a	617775	9600	ELNOR ISLAND AKA ISLAND B LYING IN NW 1/4 OF SEC CONT 15 AC		5TH ST E	No	Elnor Island, preservation area
24-31-15-00000-340-0200	0.3283 a	14302	1090	BEG AT SW COR PARADISE IS. TOWERS CONDO & E R/W OF PARADISE BLVD TH S86DE 120FT TH S'LY 120FT TH N86DW 120FT TH N'LY ALG RD R/W 120FT TO POB		PARADISE BLVD	No	Government Building
23-31-15-91836-003-0010	1.084 a	47233	8913	TREASURE ISLAND, CITY OF BLK 3, LOTS 1, 2, 3 & 5	10451	GULF BLVD	No	Government Building
24-31-15-00000-340-0100	17.16 a	747678	3855	FROM SW COR PARADISE IS. TOWERS CONDO TH S86DE 120 FT FOR POB TH CONT S86DE 77.2FT TH N50DE 22.16FT TH S61DE ALG CURVE TO LT 37.67FT TH S77DE ALG CURVE TO LT 477.09FT TH N71DE ALG CURVE TO LEFT 246.61FT	10315	PARADISE BLVD	No	Government Building
23-31-15-91818-008-0121	0.1148 a	5000	8913	TREASURE ISLAND, CITY OF BLK 8, S 50FT OF E 60FT OF LOT 12 & S 50FT OF W 40FT OF LOT 13	152	108TH AVE	No	Government Building
23-31-15-91836-008-0050	0.2342 a	10200	8913	TREASURE ISLAND, CITY OF BLK 8, E'LY 40FT OF LOT 5 & W'LY 20FT OF LOT 6	100	108TH AVE	No	Government Building
23-31-15-91836-008-0060	0.9079 a	39547	8913	TREASURE ISLAND, CITY OF BLK 8, (CITY-HALL) E 60FT OF LOT 6 & LOTS 7, 8, 9, 10, 11 OF BLK 8 OF TREASURE ISLAND, CITY OF BLKS 2-4-9-15 INCL SUB	120	108TH AVE	No	Government Building
23-31-15-91818-008-0120	0.8937 a	38929	8913	TREASURE ISLAND, CITY OF BLK 8, (POLICE & FIRE & D.P.W.) LOTS 12 & 13 LESS LEASE TO C OF C & LOT 14	180	108TH AVE	No	Government Building
23-31-15-91836-008-0030	0.6636 a	28906	9164	TREASURE ISLAND, CITY OF BLK 8, (WATER WKS) LOTS 3 & 4 & W'LY 20FT OF LOT 5	120	108TH AVE	No	Government Building
23-31-15-91818-002-0010	3.683 a	160433	8913	TREASURE ISLAND, CITY OF BLK 2, LOTS 1&2, BLK 4 LTS 1 THRU 6 & PT 105TH AV NOT VAC (PARK & COMMUNITY CTR)	1	PARK PL	No	Government Building
25-31-15-66150-000-0310	0.0784 a	3416	0905	PARADISE ISLAND 5TH ADD PARK LYING BETWEEN PARADISE BLVD & ISLAND DR		PARADISE BLVD	No	Park
23-31-15-43470-003-0050	0.1152 a	5017	0090	ISLE OF PALMS BLK C, LOT 5 LESS THAT PART DESC BEG NE COR OF LOT 5 TH S16D45'09"E 2.85F FT TH N70D35'26"W 36.44FT TH S74D22'50"E 34.84FT TO POB (100 YEAR LEASE TO 2091)	170	112TH AVE	No	Park

Exhibit A - List of City Owned Properties

Parcel ID	Area in Acres	Area in Sq Ft	Use Code	Legal Description	Address Number	Street	Vacant (Y/N)	Comments / Use
25-31-15-66096-005-0351	0.0598 a	2605	8913	PARADISE ISLAND 2ND ADD PART 4 BLK 5, PT LOT 35 DESC AS FROM MOST E COR LOT 35 TH SW'LY 122FT TO POB TH CONT SW'LY 32.3 FT TH NW'LY ALG CUR LT 51.06FT TH NW'LY 53.47FT TO POB		PARADISE BLVD	No	Park
23-31-15-43470-003-0060	0.1525 a	6642	1000	ISLE OF PALMS BLK C, LOT 6 LESS A 14.09 FT X 46.2FT T/A IN NE	150	112TH AVE	No	Park
23-31-15-43470-003-0040	0.1371 a	5974	0000	ISLE OF PALMS BLK C, LOT 4 (LEASE TO 12/30/2091) (100 YEAR LEASE)		112TH AVE	No	Park
14-31-15-13248-006-0002	3.422 a	149045	8252	CAPRI ISLE SUB BLK F, LESS NW'LY 235FT (SEE N23-31-15)		2ND ST E	No	Park
26-31-15-78804-006-0050	0.0000 a	23034	1000	SAWYER & HARRELL'S 2ND ADD BLK 6, LOTS 5 THRU 10 W'LY OF GULF BLVD & VAC 16FT ALLEY ADJ LESS R/W PER 10629/740 & 11209 PG'S 458 & 1277 (MAP SW-25-31-15)	9700	GULF BLVD	No	Park
36-31-15-68283-000-0200	0.0321 a	1400	1000	PENGUIN CABANA SUB LOT 20		80TH AVE	No	Parking Lot
36-31-15-68283-000-0170	0.1569 a	6836	1090	PENGUIN CABANA SUB LOTS 17, 18 & 19	15	80TH TER	No	Parking Lot
23-31-15-91926-011-0070	0.5242 a	22800	1090	TREASURE ISLAND, CITY OF BLK K, LOTS 8 THRU 17 INCL & N 1/2 OF LOT 7		GULF BLVD	No	Parking Lot
26-31-15-09630-000-0280	0.1898 a	8268	1090	BOCA CIEGA PASS SUB LOT 28 & NW'LY 15 FT OF LOT 27 AND 30FT VAC ST ADJ ON W LESS RD ON E	10010	GULF BLVD	No	Parking Lot
15-31-15-17784-016-0101	0.0456 a	7863	1090	CONEY ISLAND BLK 16, E 46FT OF LOTS 10 THRU 16 INCL LESS RD (SEE NNW 23-31-15)		GULF BLVD	No	Parking Lot
36-31-15-87480-000-0010	0.2014 a	8772	1090	SUNSET BEACH UNIT 6 S 160 FT OF LOT 1	7545	BAYSHORE DR	No	Parking Lot
36-31-15-87444-001-0010	0.9238 a	40239	8052	SUNSET BEACH UNIT 4 BLK 1, LOTS 1, 2 & 3	8150	W GULF BLVD	No	Parking Lot
23-31-15-91836-003-0040	0.3392 a	14777	1000	TREASURE ISLAND, CITY OF BLK 3, LOT 4 AND TREASURE ISLAND, SEC A DIVISION NO. 2 BLK 27, LOTS 5 & 6 & VACATED ALLEY ON E		105TH AVE	No	Parking Lot
23-31-15-91800-000-0011	0.4668 a	20350	9600	TREASURE ISLAND, UNIT NO 1 (LEASE TO SEPT 30, 2004) PT OF TR 1 DESC AS BEG NW COR OF LOT 17, BLK K OF TREASURE ISLAND, CITY OF TH S64DW 80.2FT TH S26DE 258.5FT TH N64DE 76.7FT TH N25DW 258.51FT TO POB		GULF BLVD	No	Parking Lot
26-31-15-78804-012-0090	0.0953 a	4150	1000	SAWYER & HARRELL'S 2ND ADD BLK 12, N 60FT OF LOT 9 & PT OF VAC BAY SHORE DR (SEE MAP 25 SW)	8750	W GULF BLVD	No	Parking Lot
23-31-15-91818-009-0010	0.5224 a	22756	1090	TREASURE ISLAND, CITY OF BLK 9, LOT 1 & RIP RTS		108TH AVE	No	Parking Lot
15-31-15-17784-000-0540	0.0671 a	2921	9500	CONEY ISLAND WATER LOTS 54 TO 56 & PT OF VAC LAGOON DR ADJ ON W TO SEAWALL (SEE MAP N22-31-15)		LAGOON LN	No	Submerged

Exhibit A - List of City Owned Properties

Parcel ID	Area in Acres	Area in Sq Ft	Use Code	Legal Description	Address Number	Street	Vacant (Y/N)	Comments / Use
15-31-15-17784-000-0410	0.2002 a	8722	9500	CONEY ISLAND WATER LOTS 41 TO 49 & PT OF VAC LAGOON DR ADJ ON W TO SEAWALL (SEE MAP N22-31-15)		125TH AVE	No	Submerged
15-31-15-17784-000-0290	0.1776 a	7736	9500	CONEY ISLAND WATER LOTS 29 TO 36 & PT OF VAC LAGOON DR ADJ ON W TO SEAWALL (SEE MAP N22-31-15)		LAGOON LN	No	Submerged
14-31-15-13230-001-0231	0.0236 a	1028	1000	CAPRI ISLE SUB BLK A, A T/A 22.60FT X 91.10FT IN NW COR OF LOT 23		116TH AVE	No	Vacant - adjacent to ROW bridge approach and too small to develop.

AGENDA ITEM NO. J3.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 20, 2024

SUBMITTED BY: Stacy Boyles, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second amendment to the contract between the City of Treasure Island and New Vista Builders Group for renovations to the new City Hall and spending authority with Premier - Oracle Elevator Company, Inc. in the amount of $58,510.

BACKGROUND: Below is a budget background for the project.

A contract with New Vista Builders Group was originally awarded in the amount of $3,308,598 with only a 6% ($200,000) construction contingency. A Notice to Proceed for the project was issued on June 17, 2021.

Original pre-purchase project budget	$8,000,000	
Property purchase/fees	($6,421,145)	
Remaining Renovation Budget	**$1,578,855**	
Budget Amendment Ord. 2020-08	$1,933,959	Architect estimate once renovation scope was finalized
Budget Amendment Ord. 2021-13	$551,648	Budget revision once contractor bids were received
Budget Amendment Ord. 2022-01	$526,720	Budget revision for material increases, schedule, sufficient contingency
Revised Renovation Budget	**$4,591,082**	

Since the City has owned the building for nearly four years now, ownership and operational costs have been programmed into annual budgets from FY21 through FY24. All expenses to date, as well as future anticipated expenses, are summarized

in Attachment A.

POLICY/PURPOSE:

The purpose of this item is to execute a second contract amendment with New Vista Builders Group to complete the renovation work and window repairs and to authorize the City Manager's spending authority with Premier - Oracle Elevator Company, Inc. in the amount of $58,510.

STRATEGIC PLAN RELEVANCE:

The Financial and Economic Development Road Map, Goal 2, Objective 2, Bold Action 1 of the City's Strategic Plan is to *"Renovate the new City Hall facility".*

ANALYSIS/DISCUSSION:

Second Contract Amendment - Attachment C

The Second Amendment memorializes a window repair protocol to rectify issues caused by New Vista's subcontractor while they were replacing roughly one-third of the windows. Additionally, the agreement calls out other work to be performed by the Contractor, including window replacements, tinting, relocation of electrical equipment for the elevators, repairs to the concrete stair landings, and other miscellaneous work required to finalize the scope under their contract.

The amendment has several exhibits providing additional detail including the window repair protocol, special inspector services, relocation of the elevator equipment, repairs to the stair landings, pre-punch list items, and an updated project schedule.

Project Schedule

The project was previously delayed for a number of reasons. COVID-19 caused supply and labor shortages and material costs to escalate. In addition, substantial revisions were needed to the construction contract, which were completed in 2022. Beyond these, there were additional project delays and significant issues with the replacement of windows, which were requested by the City to be replaced due to aesthetic concerns.

Recently, it has taken months for all parties to work together to develop a resolution to achieve final project completion. The schedule provided within the second contract amendment indicates that the relocation of the elevator equipment will be completed within 34 days of the execution of this second amendment. Completion of this item will allow City staff to be

able to begin occupying the building while all remaining work is completed, which is indicated to be completed within 7 months and 8 days. The start date will need to be adjusted to reflect the execution date of the second amendment, but the timeframes will not change.

FUNDING:

The renovation project remains within existing renovation budget and no additional funds are being requested at this time. From the existing renovation budget, (Acct. 302-5300-62001) spending authority in the amount of $58,510 is requested to relocate the elevator hydraulics to the second floor, which is required for FEMA compliance. The scope of work pertaining to the requested spending authority is attached as Attachment B. An accounting of the project is provided herein as Attachment A.

MOTION:

I move to execute the second amendment to the contract with New Vista Builders Group and authorize spending authority in the amount of $58,510 with Premier - Oracle Elevator Company, Inc.

ATTACHMENTS:

Att A - City Hall Project Expenses.pdf
Att B - Oracle Proposal.pdf
Att C - 2nd contract amendment.pdf

Attachment A – New City Hall Project Accounting

New Vista Builder's Group

Construction Contract/Contingency		
Original Construction Contract	$3,308,598.00	
Original Contingency Amount	$200,000.00	
Original total	$3,508,598.00	
New Construction Contract (material increases) - Budget Amendment #3	$3,350,579.00	
New Construction Continency ($200k + $419,739)	$619,739.00	
New Total Available for Constuction	$3,970,318.00	
Original Contract amount	$3,308,598.00	
Approved Requests for Change Orders	$362,755.63	
Total current Contract Amount including RCOs (lines 5 + 6)	$3,671,353.63	
Total Paid Thru Pay App 19 March 2023	**$3,190,516.94**	
Remaining Unpaid Contract Amount (lines 7 less 8) thru Pay App 19 (w/o LDs)	$480,836.69	
Payment Offset for Exterior Tint Warranty that was paid by the City	-$8,800.00	
Payment Offset for Misc. Costs incurred by the City	-$183,433.00	
Balance to be Paid to Contractor (Amendment 2)	**$288,603.69**	
Total Fees Kept by the City (Amendment 2)	**$192,233.00**	
Total Payments to New Vista Builders Group	**$3,479,120.63**	*less Special Inspector Fees*

Project Expense Summary w/2nd Amendment

Property Acquisition Costs

Item	Amount
Pre-acquisition costs (Environmental/Property Assessments)	23,880.00
Issuance Costs (Bank, Legal and Debt Issuance Fees)	51,987.32
Purchase Cost	6,350,000.00
Total acquisition	**6,425,867.32**

Renovation Project Expenses

Item	Amount
Architect Design/Construction Mgt/Threshold Insp.	366,882.17
Construction Contract	3,479,120.63
Furniture & Furniture Storage (thru Jan 2024)	326,510.00
ADA, Life Safety, Roof Repair, Cabling	92,724.54
Other Project Expenses:	
Lobby epoxy flooring	3,600.00
Legal expenses thru Jan. 2024	40,276.00
Curtainwall testing/specialists	69,009.99
Miscellaneous renovation expenses	45,331.00
Future Anticipated Project Expenses	115,423.00
Total Renovation Expenses	**4,538,877.33**
Total Renovation Budget	**4,591,182.00**
Unneeded Renovation Budget	**52,304.67**

Total Purchase & Renovation Expenses

Property Acquisition Costs	6,425,867.32
Renovation Expenses	4,538,877.33
Total	**10,964,744.65**

Separately Budgeted Property Expenses Outside of Renovation Scope FY 21-24

Generator switch, repair/maintenance for owning building	95,600.00
Fiber Connectivity Line, other network/AV items	171,110.00
IT Firewall	10,900.00
Turtle Friendly Lot Lighting	35,000.00
Additional materials and supplies for City Center move	9,000.00
Total General Fund Expenses	**321,610.00**

Annual Future Revenue Estimates

Metered Parking Fees	105,000.00
5th Floor Facility Rental Fees	64,300.00
Total Annual Projected Revenues	**169,300.00**

PREMIER ELEVATOR ORACLE ELEVATOR

Date: January 10, 2024

Estimate: O-078944

Treasure Island City Hall

120 8th Ave.

Treasure Island, FL 33706

(727) 418-2672

E-mail: sviola@mytreasureisland.org

Name. Steve LaRocca
Title Account Manager

Premier - Oracle Elevator Company, Inc.
2850 Scherer Dr N, Suite 550
St Petersburg, FL 33716

Tel: 407-687-5366

E-mail: steve.larocca@oracleelevator.com

Premier / Oracle Elevator will provide the necessary labor and materials to relocate your two (2) pump units and controllers from the first floor and relocate them to the second floor.

This will include travel cable, new oil and the necessary labor and permits to complete the project.

Please note that Premier/ Oracle Elevator Company will only be responsible for the work that has been described here-in. Any additional work discovered during the work described above will be brought to the owner's attention and handled as an extra to this agreement at our standard published billing rates

Contract Price: $58,510.00
(Fifty Eight Thousand Five Hundred Ten and 00/100 Dollars)

PAYMENT SCHEDULE

1. 0% due upon acceptance
2. 100% due upon completion

TAXES, PERMITS, TESTING, AND FEES

We included taxes where applicable, permits, testing requirements and testing fees.

WORKING HOURS

All work is based on the normal working hours of the elevator trade and no overtime hours are considered.

ACCEPTANCE

A returned copy of the proposal, properly signed and dated and approved by Premier / Oracle Elevator shall constitute the contract between us and will be our authorization to order materials and schedule the work.

For any conflict between Vendor's quotation and the Terms and Conditions of the Purchase Order, the Terms and Conditions of this Purchase Order well prevail and govern.

CONTACT

Please direct any questions or areas of concern to the undersigned.

It is understood that Premier / Oracle Elevator (the "Company") will arrange to install the material necessary to complete your job and shall be upon you or your authorized representative signing the final acceptance that the installation is satisfactory and complete. You agree to pay the Company the amount specified above which will cover the costs of labor and materials. Should it become necessary to collect any of the money due us under this agreement with you, through an attorney, then you shall pay all cost of collections, including a reasonable attorney's fee. Any changes made by you in the above specifications necessitating additional labor or materials shall not be included or covered by this proposal, but shall be provided for in a separate and additional signed agreement by both parties. There shall be no liability for delays due to causes beyond our control. Accounts in arrears thirty (30) days will be assessed a monthly service charge of 1.5% This proposal and payment agreement shall be the whole agreement between the parties and shall not be altered except by written agreement. In consideration of the performance of the services and the furnishing of the materials, it is expressly understood that the Company assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of the elevator system which is the subject of this Agreement regardless of the cause of any such accident, bodily injury or property damage and regardless of any negligence upon the part of the Company, its employees or officers. You agree to indemnify, defend, and hold harmless the Company, its officers, agents and employees from and against any and all claims, demand, suits and proceedings brought against the Company or its officers, directors, or employees of any nature whatsoever, including but not limited to claims and lawsuits for losses of any kind, property damage, personal injury or death that are alleged to have arisen from or alleged to be connected with the presence, use misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Agreement, specifically including claims or losses alleged or proved to have arisen from the partial or sole negligence of the Company or its officers, directors, or employees. You expressly agree to name Premier Elevator as an additional named insured on your liability insurance policies. It is understood that the elevator, at all times, is owned by you and that you are solely responsible for its safe operation.

Upon approval please sign, email or fax (XXX)for immediate processing.

Proposed by:

X Steve LaRocca
(Signature)

Name
Title
Premier / Oracle Elevator Company, Inc.

Date: January 10, 2024

Accepted by:

X _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

**SECOND AMENDMENT TO THE CONTRACT
BETWEEN THE CITY OF TREASURE ISLAND AND
NEW VISTA BUILDERS GROUP LLC**

This Second Amendment (the "Second Amendment") to the *Contract between the City of Treasure Island, Florida, and New Vista Builders Group LLC Pertaining to City Center Renovations ITB 21-011* dated April 20, 2021, as amended (the "Contract") made and entered into on the last date signed below (the "Effective Date"), shall amend and supplement the Contract between New Vista Builders Group LLC, a Florida limited liability company, with its principal place of business located at 6375 Harney Road, Tampa, Florida 33610 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 120 108th Avenue, Treasure Island, Florida 33706 (the "City") (each a "Party" and collectively referred to as the "Parties").

WHEREAS, all capitalized terms used in this Second Amendment, which are not otherwise defined herein, shall have the same meaning as set forth in the Contract; and

WHEREAS, pursuant to Contract section 24(viii), the Contract may be amended by written agreement between the Parties; and

WHEREAS, it is in the public interest to document Contract changes; and

WHEREAS, the Parties intend this Second Amendment to amend the Contract to identify remaining Contract work and to clarify the Parties' responsibility for completing and paying for the work.

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, the receipt and sufficiency of which is acknowledged, the Parties agree that the Contract is amended as follows:

1. Recitals. The above recitals and all exhibits hereto are true and correct and are incorporated in this Second Amendment by reference.

2. Window Repair Protocol. Pursuant to the Contract's First Amendment, Exhibit A, Article 10.C.16, the Parties have developed an agreed protocol for correction of work originally performed by the Contractor's subcontractor, Florida Wrapz, LLC, which is attached to this Second Amendment as **Exhibit A** (the "Window Repair Protocol"). The Contractor will perform the Window Repair Protocol at its sole expense. The Contractor agrees to order materials for the window repair within 10 days of execution of this Second Amendment to receive the first agreed payment. The City will engage special inspector services as described in the Window Repair Protocol, whose scope of services is attached to this Second Amendment as **Exhibit B**. The City will pay for these services and deduct the cost from the final payment to the Contractor per section 12(c) below. The Contractor will be provided all special inspector invoices and will provide any objections to the charges within five (5) days of receipt of the invoices.

3. Window Replacement. The City and Contractor agree to replace the two broken windows, splitting the costs evenly between the Parties. The third window that was not replaced in error located in the lobby on the second floor by the Contractor's subcontractor, Florida Wrapz LLC, will be replaced at the Contractor's expense.

4. Window Tinting. After completion of the work described by the Window Repair Protocol, the Contractor and the City will agree on locations of exterior and interior tint that require repair or replacement because of damage caused during the completion of the Window Repair Protocol process. In addition, the

Contractor will perform tint corrections on interior and exterior locations that are defective as of the date of this Second Amendment, per the previously reviewed and agreed upon location elevations for interior tint. For existing interior tint corrections, the Contractor agrees to perform corrections at the 75 locations as identified on the attached Exhibit A. The Contractor will perform the tint repairs at its sole expense. The City will have input on the tint color.

5. Elevator Disconnect Relocation. The Contractor at it sole expense will relocate the two electrical disconnects installed in the first-floor elevator room to the second floor and provide electrical feed to the elevator controllers. The Contractor will coordinate this work with the work described in Section 6 of this Second Amendment.

6. Elevator Hydraulic Equipment Relocation. The City's contracted elevator vendor (the "Vendor") will relocate the elevator hydraulic equipment as specified in **Exhibit C** to this Second Amendment (as discussed in the email exchange included in **Exhibit C**). Any remaining equipment associated with the elevator will be moved by the City in order for the building to be FEMA compliant.

7. Repair of Landings. The Contractor will perform this work at no cost to the City per **Exhibit D** to this Second Amendment. The corrective work shall be limited to the repair option identified in **Exhibit D** and the application of the Tremco product selected by the City's architect. The Contractor will not be held responsible for any future failure related to these two landings.

8. Other Work. The Parties agree that the Contractor will complete all other remaining Contract work, including (a) punch list items on the list dated February 2, 2024, attached as **Exhibit E** to this Second Amendment, (b) Project close-out documentation, and (c) any later warranty work.

9. Updated Schedule. Attached as **Exhibit F** to this Second Amendment is an agreed updated schedule for completion of the work required by this Second Amendment. The schedule includes the time required for the Window Repair Protocol and all other work remaining to achieve Substantial Completion and Final Completion. The Contract Time will be increased to correspond to the Finish Date in the Schedule. The Contractor will not be responsible for any failures to timely complete its work to the extent caused by the City's elevator Vendor.

10. Time-Related Claims. Each Party releases any claims it has relating to Contract Time as of the Effective Date of this Second Amendment, including but not limited to (a) claims the Contractor may have for additional Contract Time or for delay damages or for any time-related damages and (b) claims the City may have for damages for late completion of the work.

11. Requests for Change Orders and Other Claims. The Contractor withdraws all pending requests for change orders and releases any claims it may have relating to them, as well as any other claims relating to the Contract, known and unknown, asserted and unasserted, as of the Effective Date. The Contractor's release is conditioned upon payment of amounts and in the time described below in paragraph (12).

12. Contract Amount and Payment. The Contract Amount is hereby reduced by $8,800 as a credit for RCO 25 and by $183,433 as a credit for other costs incurred by the City, leaving an adjusted outstanding Contract Amount of $288,604.69, which the City will pay to the Contractor as follows, per a pay application submitted at each point:

(a) $94,302.35 within ten days after the Contractor orders the materials from YKK necessary for the Window Repair Protocol;

(b) $94,302.34 within ten days after both (i) the completion of the work described above in paragraphs (5) through (8) and (ii) submittal of all outstanding lien waivers, which will be reviewed and approved/rejected by the City within five (5) days of submittal; and

(c) $100,000.00, less the approved cost of the special inspector services (**Exhibit B**), as final payment upon final completion of all remaining work, including the Window Repair Protocol.

13. Release. Upon completion of the items within this Second Amendment, the Parties release each other from any and all claims related to the Contract, including but not limited to claims for additional compensation, pending change orders, backcharges, delays, liquidated damages, and defective performance, with the exception of warranty claims and latent defect claims, to the extent applicable.

14. Drafting and Interpretation. The Parties are entering into this Second Amendment in good faith and in a mutually cooperative manner to resolve Contract issues without resort to risky and expensive adversarial proceedings. Nothing contained in this Second Amendment shall be construed to be an admission of liability or culpability by any Party with respect to any claim being compromised herein. Each Party denies violating any laws or breaching any duties, including but not limited to those related to issues raised in earlier project correspondence. This Second Amendment may not be introduced into evidence in any proceeding by any Party except to enforce the Contract. Each Party consulted with its attorney(s) and other advisors concerning the contents of this Second Amendment or has waived the opportunity to do so. Contractor represents that its surety consents to execution of this Second Amendment. Each Party affirms that this Second Amendment is the product of mutual drafting and shall not be construed against either Party.

15. Conflict. All other provisions of the Contract and any exhibits to the Contract that are not specifically amended by this Second Amendment shall remain unchanged and in full force and effect. To the extent that this Second Amendment conflicts with the Contract, the provisions of this Second Amendment shall govern.

16. Effective Date. This Second Amendment shall be effective on the Effective Date.

17. Authority. Each Party covenants to the other that it has the lawful authority to enter into this Second Amendment and that its governing or managing body has approved this Second Amendment and authorized its execution in the manner set forth below.

18. Counterparts. This Second Amendment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have made and executed this Second Amendment as of the Effective Date.

[*signatures on following page*]

NEW VISTA BUILDERS GROUP LLC

Matthew Carlson

Digitally signed by Matthew Carlson
DN: C=US, O="New Vista Builders Group, LLC", CN=Matthew Carlson, E=matthew@newvistabuildersgroup.com
Reason: I am the author of this document
Location: Lithia, FL
Date: 2024.02.13 15:54:37-05'00'
Foxit PhantomPDF Version: 10.1.9

By:
Its: Authorized Member

CITY OF TREASURE ISLAND, FLORIDA

Attest:

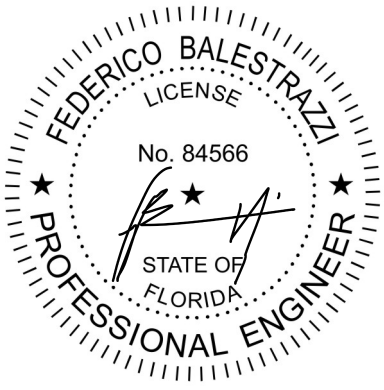
By:
Its: Mayor

By:
City Clerk

EXHIBITS TO SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND NEW VISTA BUILDERS GROUP LLC

Exhibit	Description	Pages
A	Window Repair Protocol	02 - 11
B	Special Inspector Scope of Services	12 - 17
C	Elevator Equipment Relocation	18 - 19
D	Coating of Landings	20 - 28
E	Remaining Work	29 - 48
F	Updated Schedule	49 - 50

Exhibit A - Window Repair Protocol



City of Treasure Island
V6 CURTAIN WALL REPAIR PROTOCOL

February 1st, 2024

Federico Balestrazzi, PE, SI, MBA
DeSimone Consulting Engineering
800 Brickell Avenue
6th Floor
Miami, Florida 33131
www.de-simone.com

City of Treasure Island
V6 CURTAIN WALL REPAIR PROTOCOL

ACRONYMS

DCE	DeSimone Consulting Engineering
FW	Florida Wrapz
CTI	City of Treasure Island

GENERAL PROVISIONS

1. While work is being performed on the exterior locations, the Contractor shall provide notice to CTI if any additional defects to the curtainwall are identified.

2. All components receiving the structural glazing silicone sealant (i.e., aluminum and glass) shall be thoroughly wiped with a clean, lint-free cloth dampened with a recommended cleaner, as approved by sealant manufacturer, and immediately followed by a dry wipe (2-rag method).

3. Use a clean cloth for the dry wipe. Special precautions must be taken in cold weather to ensure the surfaces are free from condensation. Once cleaned and primed, all surfaces should be handled carefully so as not to contaminate the surfaces.

4. Setting blocks shall be used at all 250 locations (the 247 glass units previously replaced by FW, the two broken glass panels, and the panel that was supposed to have been replaced originally in the lobby). Setting blocks are required to support the glass in structural glazing applications. Using setting blocks will prevent the addition of stress applied on the structural tensile bead due to the dead load of the glass/I.G. unit.

5. Setting blocks should be of an 80+/- 5 Shore A Durometer hardness to support the dead load of the glass. Install setting blocks on the sill member at quarter point.

REPAIRS

1. From the 250 locations, CTI will identify two initial mockup locations: one where glass replacement is needed and another where leakage is known to occur. Contractor shall mark up existing Building Elevation drawings as “Record Drawings” to memorialize the extent and locations of glass replaced by FW prior to undertaking mockup work. The drawings shall also indicate the three panes of windows known to require replacement. If additional types of repairs are determined to be necessary during the repair process, the contractor will provide notice to the City and a recommendation for repair. All parties will need to be in agreement before the new type of repair is made.

2. Before performing any repair, the Contractor shall perform a mock-up that shall be reviewed for performance and aesthetics by DCE, CTI, and their Consultants. The mockup shall follow the protocol outlined in items 4 through 19 below and be tested using AAMA 501.2-15.

3. The exterior repairs are limited to the 250 glass units.

4. Carefully remove exterior beauty snap covers and pressure plates at all 250 units attempting not to damage adjacent surfaces.

5. Glazing Contractor to cut and remove snap covers and pressure plates without damaging them only at the openings where glass was previously replaced, or where glass replacement is needed (limited to the 250 locations).

6. Remove the glass in the following conditions:

    - At the three locations where glass replacement is known to be required.

    - Where glass is deemed too large for the opening; less than 1/16th of an inch, (the standard for curtain wall systems) to the framing surface and at all locations where damaged beyond repair – note that this only applies for glass previously replaced by FW.

    - Where glass is deemed to be too small for the opening; less than the dimension required to provide the minimum ½" glass bite to the pressure plate gasket as required by the Manufacturer's FPA # 15921.1.

    - At all locations where the glass is damaged beyond repair. This only applies to the 250 windows replaced by FW.

    - Where metal or glass debris is observed in the glazing pocket area.

    - Where glass is otherwise observed to be defective or cracked. This only applies to the 250 windows.

    - When the Special Inspector/Engineer identifies additional glass to be removed. (Due to an issue directly related to the work performed by FW) If removal is needed to facilitate adding or replacing setting blocks.

    - Of the 250 window locations, there are four which are currently inaccessible from the interior. These four windows shown in Exhibit 1 will require removal and replacement to include new butyl tape.

7. All glass removed and reinstalled shall have new butyl tape installed at the interior side at all four edges prior to glass panel reinstallation or replacement.

8. Remove all glass shards, all sealants that are not part of the system, and other debris in the glazing pocket before proceeding with subsequent operations.

9. Where glass is being replaced, install setting blocks on the horizontal surface of the aluminum transom.

10. Clean and prepare all the surfaces in contact with the glass with isopropyl alcohol and clean the glass with specific products as directed by the Manufacturer.

11. Do not apply any cleaning product to clean the newly installed film to limit any damage to newly installed product. If interior or exterior film is damaged, remove and replace with new film in accordance to manufacturer`s specifications.

12. Install Tremco Spectrem II silicone sealant bead at all interior surfaces for the entire curtainwall system (for the 246 locations only) between the glass and aluminum frame. Remove any previous sealant application and prepare surfaces per manufacturer's directions before applying new sealant. Joint size shall be 3/8" x 3/8" with a cove profile. All interior joints shall be tooled smooth and concave with sealant knife to meet to the manufacturer's specifications. Contractor shall provide one (1) complete section (4-sides) of a selected window unit as a mockup for review and approval of the interior sealant joint by CTI prior to completing the work at all remaining openings. Sealant Color shall be selected by the CTI from the Manufacturer's standard color selections, as provided by the Contractor.

    Note that old pressure plates modified or removed and replaced by FW at windows (outside of the 250 locations) do not require repair, replacement, or new interior sealant.

13. Remove and replace all damaged and distressed glazing gaskets between glass and pressure plates at all locations repaired by FW only. (New glazing gasket is provided with new pressure plates)

14. Install new sealant joint at the exterior side of the joinery between vertical mullion and horizontal transoms at the 250 windows and at all locations where new pressure plates are being installed.

15. Verify that all the 250 replacement glass panels have the etching showing that the glass is tempered. If no safety glass etching is present provide the specimen to DCE for assessment.

16. At the 250 locations, plus all locations that are missing beauty caps, all pressure plates, fasteners, and beauty caps shall be replaced with new per the manufacturer's specifications.

17. Verify that the new pressure plates have also new gaskets installed between the plate and the glass at the 250 locations.

18. At all new pressure plates, install new exterior “beauty caps”, also known as snap-on pressure plates, snapping them on the pressure plates previously installed against the glass and mechanically attached. Note that pressure plates and snap-on covers are designed to be installed together.

19. New snap-on cover and new pressure plates shall have slotted weep holes installed at quarter point 3/8 of an inch by 1-inch in size on both sides to promote internal drainage. Use YKK Veneer Wall System pressure plates and snap-on caps at 2-inches in width.

20. Do not use metal razor blades to clean glass or to remove paint/finish or protective film from the glass surface. Glass surface or exterior coating damage may result.

21. Submittals for all new system components (pressure plates, beauty caps, fasteners and all associated components) shall be submitted for review by DCE and the CTI prior to commencement of mockup work.

22. Record Drawings shall be reviewed by DCE and the CTI prior to project closeout.

23. An additional 5% of the 250 windows shall be randomly selected and tested by CTI during the course of the project. Testing dates will be inserted into the Contractor’s schedule. A window that fails testing shall be repaired and retested with a passing result, and an additional window shall be added to the testing list. The Contractor is to provide up to 5 days in the repair schedule (not including additional testing required due to testing failures) to allow for the testing following the AAMA 501.2-15 protocol.

24. All fasteners shall be located per the manufacturer’s specifications.

25. A Florida licensed Professional Forensic Engineering or Architectural Firm, or individual qualified to assess curtainwall systems shall fulfill the duties of a Special Inspector during the repair process and to observe and document the water leakage testing. Inspections with reports shall be provided two times per month.

GENERAL ARRANGEMENT

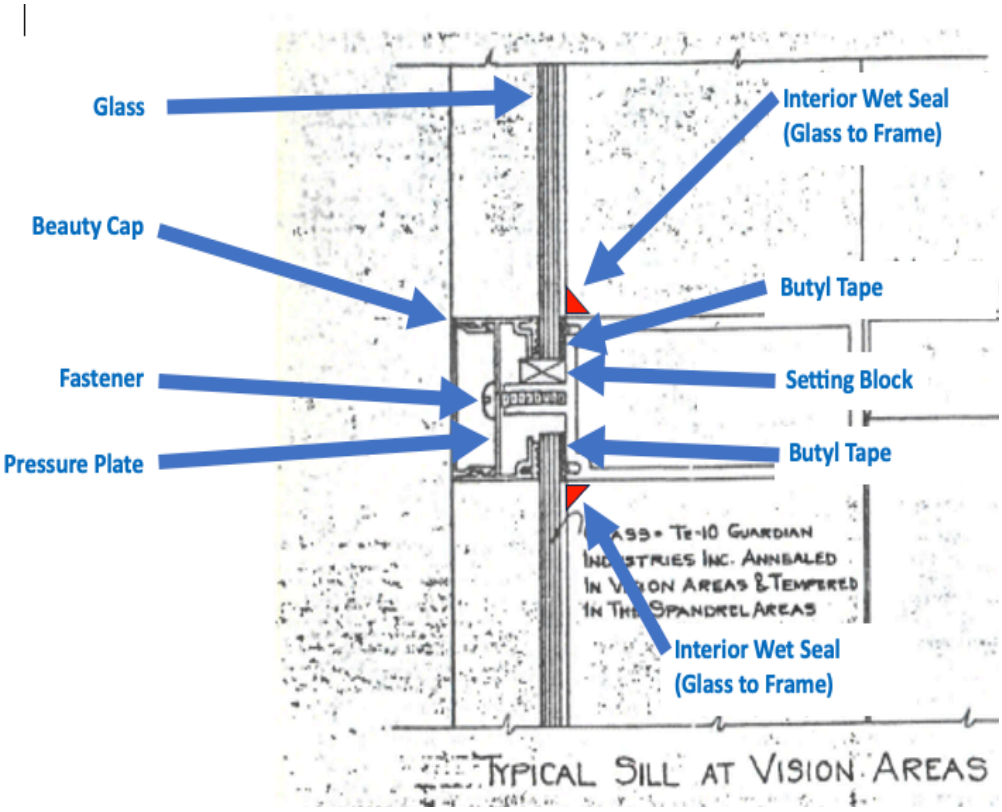
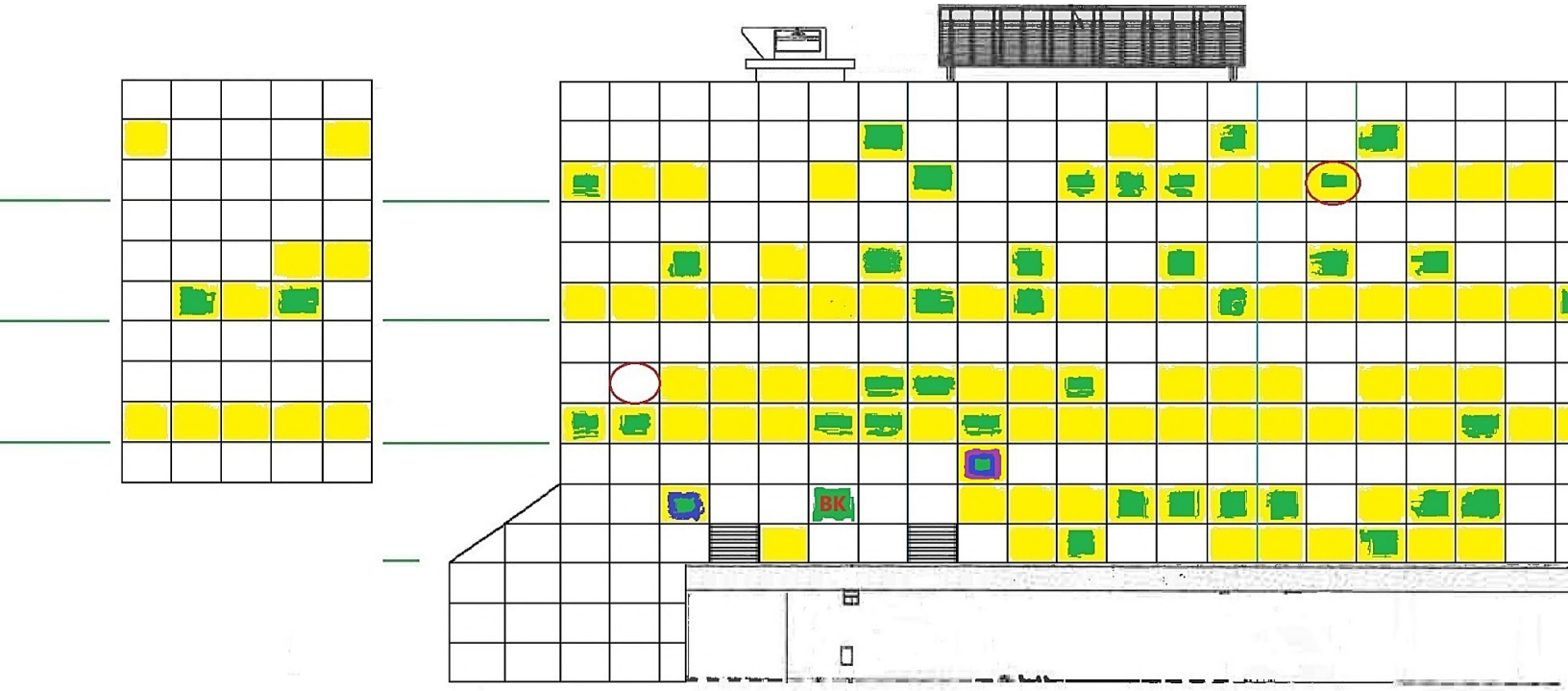


Fig 1 – Curtainwall components diagram and nomenclature.

Exhibit 1 to Exhibit A - Window Details



WEST ELEVATION

Looking from inside out

Inaccessible windows

Windows replaced by

Replace Interior Tint

Missing Interior Tint

Exterior Tint Bubble

Replace Exterior Tint

BK Broken Glass

Brown Interior Tint



SOUTH ELEVATION

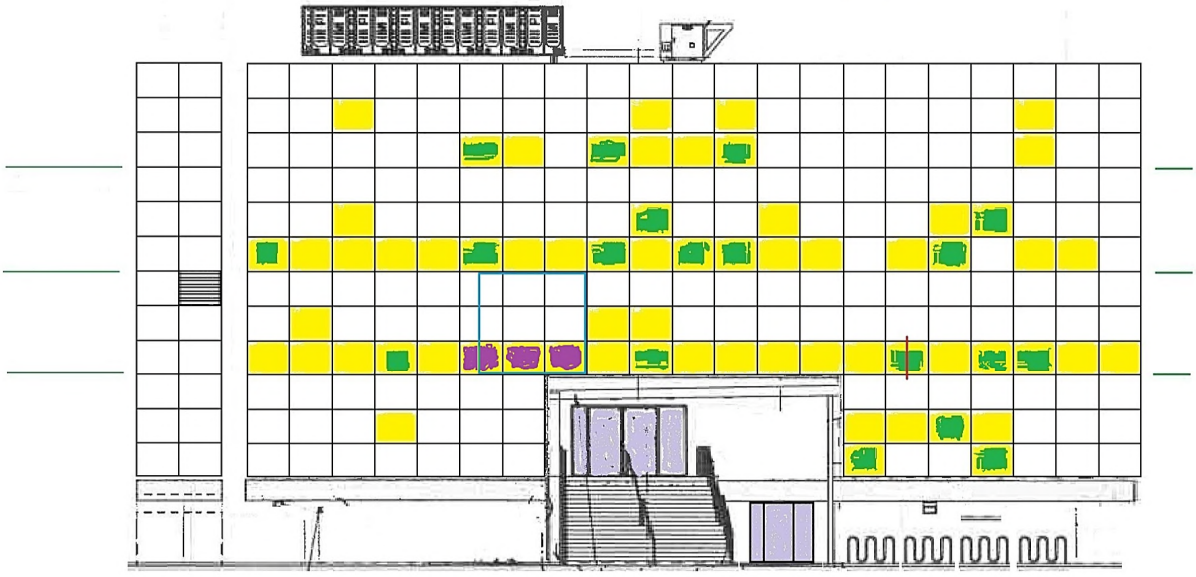
Looking from inside out



N NORTH ELEVATION

Looking from inside out

- Inaccessible windows
- Windows replaced by FW
- Replace Interior Tint
- Missing Interior Tint
- Exterior Tint Bubbled
- Replace Exterior Tint
- BK Broken Glass
- Brown Interior Tint



E EAST ELEVATION

Looking from inside out

Exhibit B – Special Inspector Scope of Services

City of Treasure Island
Curtainwall Remediation Project
Onsite Review and Inspection Services

10451 Gulf Blvd. Treasure Island, FL 33706

BUILDING ENCLOSURE CONSULTING SERVICES
SCOPE OF SERVICES, FEE PROPOSAL and AGREEMENT

Updated 1/29/2024

Prepared by:

Mitchell Wright, AAFS, RWC, IACT
Ivy Group Consultants, Inc.

Prepared For:

City of Treasure Island, c/o
Amy Davis, City Manager
Stacey Boyles, PE, LEEP AP

1.0 OVERVIEW

This is a Fee Proposal for Professional Architectural and Building Enclosure Consulting Services for the subject project. We have estimated our fees based on discussions with you, and a meeting onsite to review the conditions.

The following proposal is an estimate of time and expense for Professional Services to be rendered. We will alert you if the estimate is being exceeded due to factors beyond our control and will provide an adjusted estimate as needed during the course of services.

2.0 SUMMARY OF PROFESSIONAL SERVICES:

2.1 PHASE 1: SUBMITTAL REVIEW, MOCKUP REVIEW, WATER TESTING REVIEW, PROJECT CLOSEOUT:

a. IGC will provide up to three (3) site visits to review Mockup locations. A letter form report will be provided for documentation. IGC will assist the client in selecting locations for the mockups. New Vista (NV) shall provide at least 48 hours notice for requesting Mockup review. *(15 hours)*

b. IGC will provide up to five (5) site visits to observe Window testing (as performed by others). A letter form report will be provided for documentation. IGC will assist the client in selecting locations for the testing. *(25 hours)*

   i. *Note: Failed window tests that require additional testing outside of the scope allocated above will be billed as additional services at our attached hourly rates.*

c. Time has been allocated in this Phase for RFI review, project closeout, final walk through, punch list and similar scope items normally encountered during the Construction Administration phase of a project. *(15 hours)*

d. *Allocate 55 hours of staff time for Phase 1. Billed hourly at actual time spent.*

2.2 PHASE 2: BI-WEEKLY ONSITE REVIEW AND REPORTING

a. IGC will provide for two (2) site inspections each month during the project duration to review and document the work in progress. NV shall leave beauty caps off to facilitate observation of the work during our site inspections.

b. A checklist will be developed by IGC and used to standardize the inspection process. The checklist will be based on the scope of work outlined in the Curtain Wall Protocol, final version, attached herewith.

c. A letter form report will be provided by IGC after each Bi-Weekly inspection.

d. Access to observe the work via boom lift shall be provided by New Vista (NV).

e. *Allocate 16 hours of staff time EACH MONTH for Phase 2. Billed hourly at actual time spent.*

3.0 SUMMARY OF FEES:

SUMMARY of proposed SERVICES and FEES:

Phase I: Submittal, Mockup and Testing Review, Project Closeout	$14,825
Phase II: Bi-Weekly Inspections (PER MONTH)	$ 4,800 / Month
Total Base Services (Phases I & II)	(based on duration, billed at actual time spent)

This proposal is based on estimated hours to perform the work. If the project requires Ivy Group Consultants to exceed the hours estimated, we will notify the Client of any unexpected time or conditions beyond the estimated hours requiring additional services.

(See Exhibit A for additional information. See Current Rate Sheet for current rates.)

Amy and Stacey, we look forward to working with you and the City on this project. If we can assist you in any way, please let us know. If you have any questions, please give us a call to discuss.

Respectfully submitted,
Ivy Group Consultants, Inc.
Florida Architect Corporation # AA26002568



Mitchell Wright, AAFS, RWC, IACT
Principal, Building Scientist
Registered Waterproofing Consultant #0056

Owner Acceptance/Authorization:

_____
Signature

_____
Printed Name, Title

_____
Date

4.0 EXHIBIT A: ADDITIONAL INFORMATION

Exclusions and Clarifications:

- Ivy Group regularly provides professional opinions on building enclosure matters and will function as your Building Enclosure and Weatherization Consultant. We are not contractors or builders and will depend on the professional abilities of the contractor to perform their duties in a professional manner as expected within the construction industry. We will enforce the intent of the construction documents, drawings and specifications in our role as your professional consultant.
- This estimate does not include; concealed conditions not readily visible or accessible, review of additional documents, Board meetings, presentations, legal exhibits or anything outside of the scope of work as elaborated herein.
- Services not specifically outlined in this document are not included.
- Additional services can be quoted as additional scope and costs as needed at a later date.
- Legal support services and/or Expert Witness services will be performed at hourly rates as needed.

Additional Terms:

- Lump sum upon completion of each task of this assignment, billed monthly according to percent of progress on each phase or task. Allocation of hours among listed phases may be re-distributed as required to complete our services.
- Consultant shall receive payment within 30 days of invoice receipt by Client.

- PER FS 558.0035, PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE; THE BUSINESS ENTITY MAINTAINS PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THE CONTRACT AND ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO CONTRACT.

(As prescribed in FA 558.0035, the text must be at least 5 points higher and in upper case lettering. This language is required under Florida Statute for limitations of liability of individuals employed by the firm.)

- Limitation of liability: Financial liability is limited to the total amount of fees paid to the consultant for this phase of the project.
- The Client agrees, to the fullest extent permitted by law, to indemnify, hold harmless and defend the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the Consultant. The duty to defend under this Indemnification is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of any of the parties above named. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Consultant. Client's obligation to indemnify and defend under this Indemnification will survive the expiration or earlier termination of this Agreement.
- Please be advised: All parties must understand that our onsite reviews does not replace the expected faithful performance resulting in good workmanship and correct application of products by the contractor and subcontractors. Ivy Group will report in our photo observation reports, what we see during our visual review and verification that the Work appears (or does not appear) to be in accordance with the intent of the contract documents. These shall be considered as periodic site observations. We are not supervising or managing the Work of the contractor or subcontractors in any manner, as they are the contractors of record for the Work. They carry a warranty and the duty of faithful performance, as will the products utilized and the manufacturers of those products involved in the Work. They're Work includes responsibility for both patent and latent defects, as well as other liabilities for the Work. We are not a quality control or quality assurance entity for the contractors of record. We are not taking over any of their responsibilities to the Owner. This shall be understood by all parties.

(End of Exhibit A)

Exhibit C – Elevator Equipment Relocation

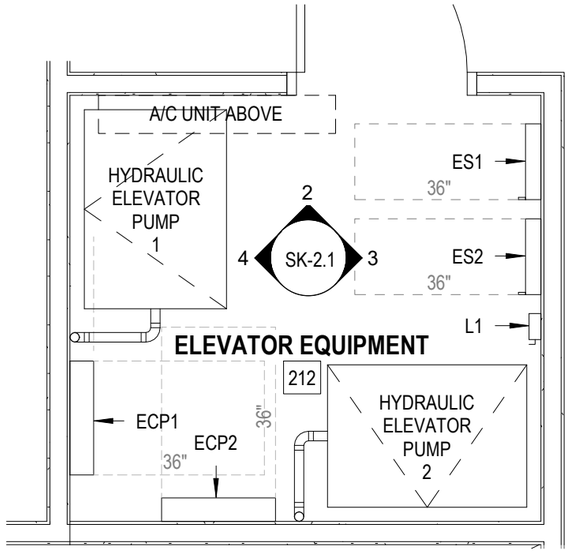
NVBG is only responsible for the relocation of ES1 and ES2 and running the conduit and wire to the control panels, ECP1 and ECP2. Final connections to be performed by others.

GENERAL NOTES

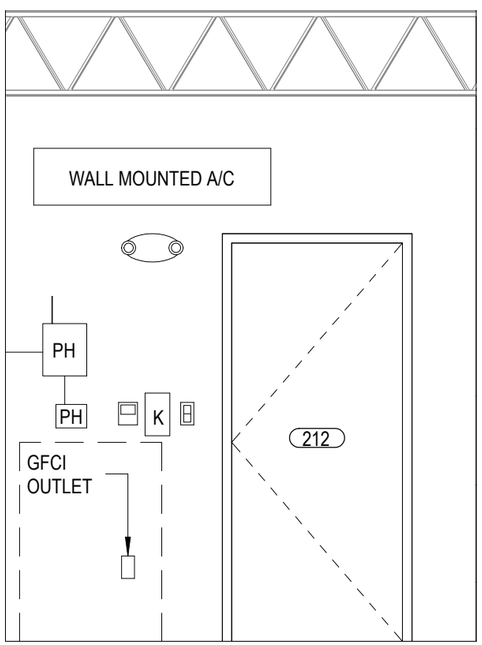
1. FLOOR PLANS AND ELEVATIONS ARE CONCEPTUAL AND ONLY SUGGESTIONS FOR THE LOCATIONS OF RELOCATED EQUIPMENT. EXACT LAYOUT AND COMPLIANCE WITH RELEVANT CODES AND STANDARDS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ELEVATOR COMPANY.
2. CITY TO SCHEDULE ON-SITE MEETING TO FINALIZE EXACT TIMING AND COORDINATION OF WORK.
3. CONTRACTOR IS RESPONSIBLE FOR PERMITTING AS A REVISION TO THE EXISTING BUILDING PERMIT. PER BUILDING OFFICIAL AND STATE INSPECTOR, NO OTHER PERMITS ARE REQUIRED.
4. CONTRACTOR TO SCHEDULE AND COORDINATE REQUIRED ELECTRICAL INSPECTION.
5. CITY/ELEVATOR COMPANY TO INSTALL PROTECTIVE COVERINGS ON ALL FINISHES (CARPET, TILE, WALLS, DOORS/FRAMES, ELEVATOR CAB, ETC.) ALONG PATH BETWEEN EXISTING AND NEW EQUIPMENT LOCATIONS PRIOR TO RELOCATION.
6. CONTRACTOR TO RELOCATE ELECTRICAL GEAR PER PLANS, INSTALL CONDUIT BETWEEN DISCONNECTS AND CONTROLLERS, AND MAKE CONNECTIONS AT DISCONNECT SWITCH SIDE ONLY.
7. ELEVATOR COMPANY TO MAKE ELECTRICAL CONNECTIONS AT CONTROLLERS.
8. CONTRACTOR TO COORDINATE WITH ELEVATOR COMPANY AND CITY VENDORS ON RELOCATION OF OTHER EQUIPMENT.
9. CONTRACTOR TO INSTALL FLOAT SWITCH, PAID FOR BY CITY, IN ELEVATOR PIT.
10. CITY TO COORDINATE REMOVAL OF WALL-MOUNTED A/C UNIT AND DUPLEX RECEPTACLE.
11. CITY TO COORDINATE RELOCATION OF TELEPHONE AND LOW VOLTAGE EQUIPMENT, AND COORDINATE DISCONNECTION/RECONNECTION WITH FIRE ALARM COMPANY.
12. CITY TO COORDINATE REPAIR OF ALL OPENINGS MADE BY ELEVATOR COMPANY AND SEALING OF FIRE BARRIER PENETRATIONS WITH APPROVED SEALANT.
13. CONTRACTOR ESTIMATES COMPLETION 2 WEEKS AFTER APPROVAL OF PERMIT REVISION, BASED ON ALL WORK BEING PERFORMED 7:00 AM - 3:30 PM WEEKDAYS. IF ACCEPTABLE TO CONTRACTOR, CITY AGREES TO PROVIDE ON-SITE SUPERVISION FOR ANY CONTRACTOR APPROVED AFTER-HOURS WORK.
14. CITY AGREES TO MAKE PROMPT PAYMENT IN FULL TO ELEVATOR COMPANY UPON ACCEPTANCE OF THE WORK.
15. CONTRACTOR OFFERS NO WARRANTY FOR THIS SCOPE OF WORK. ANY ISSUES THAT DEVELOP RELATED TO THIS SCOPE OF WORK ARE TO BE ADDRESSED UNDER CITY'S EXISTING SERVICE CONTRACT WITH ELEVATOR COMPANY.

LEGEND

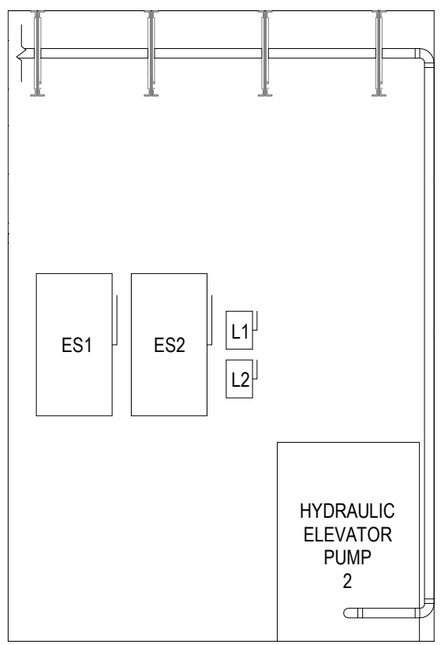
K	DOOR KEY BOX
L	LIGHT SWITCH
PH	PHONE EQUIPMENT
ECP	ELEVATOR CONTROL PANEL
JB	JUNCTION BOX
RCP	RELAY CONTROL PANEL
R	RELAY
ES	ELEVATOR SWITCH
— — —	OBJECT TO BE RELOCATED TO RM 212



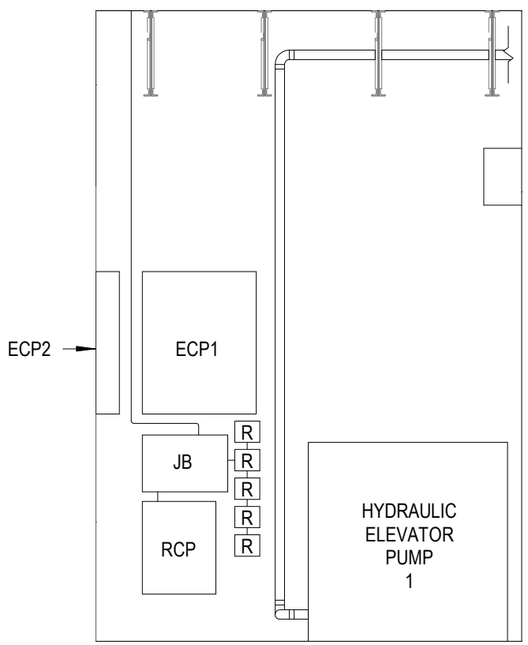
1 RM 212 ELEVATOR EQUIPMENT
3/8" = 1'-0"



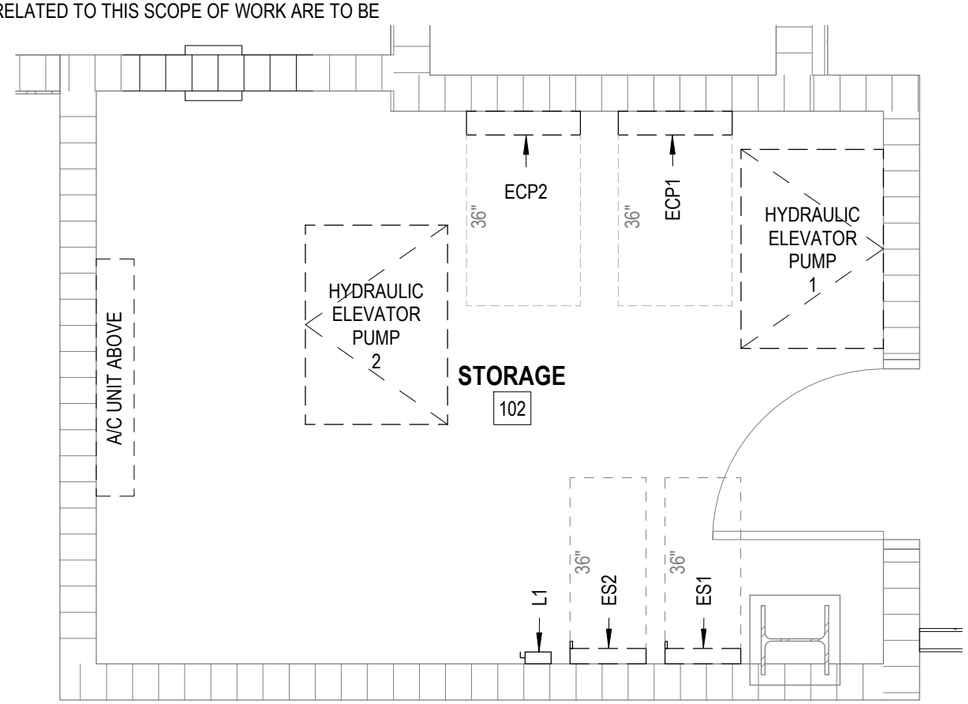
2 RM 212 N. ELEVATION
3/8" = 1'-0"



3 RM 212 E. ELEVATION
3/8" = 1'-0"



4 RM 212 W. ELEVATION
3/8" = 1'-0"



5 RM 102 STORAGE
3/8" = 1'-0"

132 Mirror Lake Drive N, Suite 301
Saint Petersburg, FL 33701
(727) 822-5566
www.wjarc.com
AR94244

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TREASURE ISLAND CITY HALL

10451 GULF BLVD, TREASURE ISLAND, FL 33706

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Project #: 2007
Rev. Sheet: A-101, A-102
Date: 01/31/24

ELEVATOR EQUIPMENT RELOCATION

SK-2.1

Exhibit D – Coating of Landings

Request for Information

NEW VISTA BUILDERS GROUP

6375 Harney Rd, Suite 105
Tampa, FL 33610
Phone: (813) 200-8340
Fax: (813) 354-4846

Project#: **5B017**	Date: **10/13/23**
Project: **Treasure Island City Center Renovation**	RFI#: **160**
	Our Job#: **5B017**
Wannemacher Jensen Architects, Inc. 180 Mirror Lake Drive North St Petersburg, Fl 33701	Status: **Active**
	Subject: **Stair Topping Epoxy**
Contact: David Hugglestone Phone: (727) 822-5566 Fax: (727) 822-5475	Submitted By: **David Medearis**

Sketches Attached:	Spec Section:	Drawing #:

Originating Company: **MVH Construction, LLC**

Information Needed:

We have installed the Simpson Strong Tie product designated in submittal #97 for the entry stairway topping cracks. It does not match the surrounding concrete color. See attached pics. Advise if further action is needed.

The Work	**Awaiting Responsee**	Date Due	**10/20/23**
Timing			
Pricing			

Response:

REVISED RESPONSE:
Per our discussion at the 11/08/23 meeting, please apply TREMCO Pedestrian (PUMA) Waterproof Traffic Coating System to both stair landings. If the none of the standard colors match the adjacent precast concrete stairs, please have the distributor match with the tintable option. See attached for manufacturer's product data.

Responded By: David Hugglestone, AIA, NCARB, ENV SP Response Date: 11/10/23

Form: RFI#W1

10/13/2023 7:11:57 AM

TREMCO

TECHNICAL DATA SHEET

VULKEM EWS® WITH PUMA TECHNOLOGY

Waterproof Traffic Coating System
Pedestrian System

PRODUCT DESCRIPTION

Vulkem® EWS with PUMA Technology is designed to have tenacious adhesion and extreme abrasion resistance. It can be walked on in one hour, which will minimize operation disruption. Vulkem Extreme Wearing System (EWS) is a waterproof traffic deck coating system that utilizes polyurethane-methacrylate (PUMA) technology. Vulkem EWS pedestrian system is composed of a primer (Tremco PUMA Primer or TREMprime VB Plus Primer), a base coat (Tremco PUMA BC or BC LM), and a top coat (Tremco PUMA TC). All system components, except TREMprime VB Plus, are cured using Tremco PUMA Initiator+.

Tremco PUMA Primer is a polymethyl-methacrylate (PMMA), two-component primer for porous and non-porous substrates.

TREMprime VB Plus Primer is a two component, modified epoxy primer designed to seal concrete and reduce moisture vapor transmission on concrete slabs with elevated levels of moisture.

Tremco PUMA BC is a polyurethane-methacrylate (PUMA) base coat. Tremco PUMA BC bonds firmly to Tremco PUMA Primer. It retains its integrity even if substrate movement causes hair-line cracks of up to 1/16" (1.5 mm). If cut or damaged, Tremco PUMA BC will prevent water migration between itself and the substrate.

Tremco PUMA BC LM is a low-modulus version of Tremco PUMA BC waterproofing membrane that is used when dynamic movement and extreme service temperature ranges are anticipated.

Tremco PUMA TC is a polymethyl-methacrylate (PMMA) top coat. Interlaminary adhesion to Tremco PUMA BC is exceedingly strong. The top coat affords excellent abrasion resistance, UV stability and chemical resistance to complete the Vulkem EWS pedestrian system.

Tremco PUMA Initiator+ is a reactive catalyst in the form of a white powder used to cure all PUMA/PMMA resins.

BASIC USES

Vulkem EWS is a cold-applied traffic deck coating system designed for waterproofing concrete slabs and protecting occupied areas underneath from water damage. Additionally, the system will protect the concrete from the damaging effects of chloride, deicing salts, chemicals, gasoline, oils and anti- freeze. The Pedestrian System is ideal for stadiums, balconies, pedestrian walkways, roof terraces, mechanical rooms, recreation decks, and similar applications requiring a waterproof coating system.

FEATURES & BENEFITS

- PUMA technology delivers extreme durability while maintaining its crack-bridging characteristics, eliminating the need for reinforcing fabric.
- Rapid set-up times allow for quick overall installation, as well as the ability to open up to traffic one hour later.
- Can be applied at temperatures as low as 14 °F (-10 °C), which allows for continuation of projects in the colder months.
- Initiator adjustments allow for 30 to 45 min cure time between applications, even at temperatures below freezing.
- Extremely forgiving application allows users to apply additional coats long after the previous coat has cured.
- Unique chemistry allows for easy repair.
- Compatible with Tremco sealants, coatings and expansion joints, which is essential for tie-ins, detailing and penetrations.

AVAILABILITY

Immediately available from your local Tremco Sales Representative.

PACKAGING

Tremco PUMA Primer: 2-gal and 6-gal pails
TREMprime VB Plus Primer: Part A: 2.4-gal pail, Part B: 1 gal pail
Tremco PUMA BC (all grades): 6-gal pails
Tremco PUMA TC: 6-gal pails
Tremco PUMA Initiator +: 10-lb in 3-gal pails, 25-lb in 6-gal pails, 25 75-g pouches in a box

COLORS

Tremco PUMA TC is available in Gray, Slate Gray, Charcoal, White, Beige, Tintable and *Decorative.
Universal Color Paks are available for use with Tremco PUMA TC Tintable.

*For use with decorative aggregate.

APPLICABLE STANDARDS

ASTM C957
CSA S413

FIRE RATED ASSEMBLIES

ANSI/UL790 - Standard Test Methods for Fire Tests of Roof Coverings
CAN/ULC-S107 - Methods of Fire Tests of Roof Coverings

INSTALLATION

Concrete shall be water-cured and attain a 3000 PSI minimum compressive strength. Concrete finish shall be a light steel trowel followed by an equivalent ICRI #3-#4 finish. Moisture content in the concrete must be lower than 6% as measured using a Tramex CME 4 Moisture Meter. Depending on concrete construction and job site location, additional concrete testing may be required. Please contact your local Tremco Sales or Technical representative.

Please refer to the Vulkem EWS Application Instructions for complete application details. The techniques involved may require modification to adjust to job-site specific conditions. Consult your Tremco Sales Representative or Tremco Technical Services for site conditions and requirements.

LIMITATIONS

- Use with adequate ventilation.
- Not for use over expanded polystyrene, extruded polystyrene, poured in place gypsum, lightweight insulating concrete, cementitious wood fiber decks and coal tar pitch.
- Do not apply in falling precipitation or when precipitation is imminent.
- All surfaces must be sound, clean, free of standing water and free from contamination.
- Any questions regarding drying times, coverage rates and unique application techniques should be directed to Tremco Technical Services or your local Tremco Sales Representative.
- Do not apply over contaminated surfaces.
- Do not thin.
- Substrate must be at least 5 °F (3 °C) above the measured dew point temperatures to avoid dew point conditions.
- Do not store in direct sunlight for prolonged periods.
- Unvented metal pan decks, slab-on-grade and hollow core plank decks require additional qualification prior to application. Please contact Tremco technical services for more information.

WARRANTY

A repair or replacement warranty is available on all Tremco products. Visit https://www.tremcosealants.com/warranties/ for details.

TYPICAL PHYSICAL PROPERTIES

PROPERTY	TEST METHOD	TREMCO PUMA BC	TREMCO PUMA TC
VOC Centent	Method 310	0 g/L	0 g/l
% Solids (by weight)	ASTM D1353	100 %	100 %
Drying Time @ 75 °F, 50% RH	ASTM D1640	80 mil film, 1 hr	17 mil film, 1 hr
Weathering	ASTM D822 Wetherometer 350 hr	N/A	No effect
Elongation	ASTM D638	407-420%	130%
Elongation	ASTM D5147	Min 30%	Min 30%
Tensile Strength	ASTM D638 @ 75 °F	991-1680 psi	986 psi
Tearing Resistance	ASTM D4073	91 lbf	203 lbf
Hardness (Shore D)	ASTM D2240	18-35	55
Hardness (Shore A)	ASTM D2240	65-87	100
Abrasion Resistance (1000 cycles)	ASTM D4060	N/A	51 mg
Low-Temperature Crack Bridging	ASTM C1305	Passes	N/A
Taber Abrasion	ASTM C501	Passes	N/A
Peak Load @ 73 °F, avg.	ASTM D5147	>70 lbf/in	238 lbf/in
Puncture Resistance	ASTM D5602	>56 lbs	>56 lbs
Water Absorption	ASTM D570	<0.1%	<0.1%
Water Vapor Transmission	ASTM E96	0.03 perms	0.03 perms
Adhesion-in-Peel	ASTM C794	Concrete failure with primer	N/A
Self-Ignition Temperature	ASTM D1929	800°F 427 °C	850 °F 454 °C
Smoke Density	ASTM D2843	4.1%	2.1%
Rate of Burn	ASTM D635	1.2 in/min	0.2 in/min

Please refer to our website at www.tremcosealants.com for the most up-to-date Product Data Sheets.

NOTE: All Tremco Safety Data Sheets (SDS) are in alignment with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) requirements.

EWSPDS-DS/1023

Tremco® PUMA Technology Overview

Tremco's Vulkem® EWS traffic coating systems and select TREMproof® PUMA below-grade waterproofing systems feature PUMA (polyurethane-methacrylate) technology, which allows for enhanced performance and durability compared to standard MMA/PMMA technology systems.

These systems feature superior durability and abrasion resistance, exceptional crack-bridging, tenacious adhesion and fast cure — opening to traffic in as little as one hour after installation. Tremco PUMA technology systems can be applied in temperatures as low as 14 °F (-10 °C).

Learn more at tremcosealants.com/puma.

Peace-of-Mind Guarantee

Our comprehensive warranties provide confidence that your project's systems are backed by a company with more than 85 years' experience, success and proven performance in the industry. Tremco warranties are available to include seamless connections to adjacent building envelope components to create a single-source, warranted, tested system.

The Tremco CPG Difference

Speed construction or restoration. Simplify installation. Extend the construction season. A Tremco Construction Product Group (CPG) single-source building envelope means more for everyone – more satisfied contractors, more comfortable occupants or tenants, and more efficient structures and cost-effective operation for owners.

Faster Construction Time

Lightweight, fast-curing and prefabricated products mean less occupant disruption, faster return to service, less revenue lost — and no call-backs.

Any Look You Want

A wide range of colors and finishes like brick, granite, metals, stucco and more provide maximum flexibility in your roof and façade aesthetic.

Stronger and More Resilient

Our systems are designed for maximum durability, many with service lives far surpassing that of competing systems.

Leak-Free Performance

Products provide maximum protection from air, moisture and thermal infiltration — and are performance tested in our one-of-a-kind Sustainable Building Solutions Test Facility.

Cost Effective for the Long Term

A broad range of products can fit any project budget — but our energy efficiency and maintenance solutions can also help you ensure cost-effective ownership and operation for the long term.

Better Insulated

Industry-leading brands provide solutions for more efficient building construction and operation, and exceed strict energy codes for insulation.

One Point of Contact

Our products and systems are backed by industry-leading warranties — all from a single point of contact. We can also help with everything from asset management to diagnostics to installer training.

Leading Edge Sustainability

Our building solutions help you meet green building standards like Net Zero, Living Building Challenge, Passive House and more.

PUMA SYSTEM COMPONENTS

- **Tremco PUMA Primer -** A methyl-methacrylate (MMA), two-component primer for porous and non-porous substrates.
- **TREMprime™ VB Plus Primer** - is a two component, modified epoxy system designed to seal concrete and reduce moisture vapor transmission on concrete slabs.
- **Tremco PUMA Initiator+ -** A reactive catalyst in the form of a white powder used to cure all resins of Vulkem® EWS and TREMproof® PUMA.
- **Tremco PUMA BC -** A polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer and retains its integrity regardless of substrate movement up to 1/16". Available in self-leveling, roller, trowel and low-modulus grade.
- **Tremco PUMA Flashing -** A polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer, and is compatible with Tremco's TREMproof® 6100.
- **Tremco PUMA WC -** A polyurethane-methacrylate (PUMA) wear coat, loaded with aggregate to give the system excellent impact, abrasion and chemical resistance.
- **Tremco PUMA Filler Powder -** A non-reactive, white, filler powder used to thicken Tremco PUMA WC.
- **16 to 20 mesh silica sand, color quartz, aluminum oxide (bauxite) -** Used in conjunction with PUMA Primer, PUMA WC and PUMA TC. *(Supplied by others.)*
- **Tremco PUMA TC -** A methyl-methacrylate (MMA) top coat that offers excellent abrasion resistance, UV stability and chemical resistance system. *(Available in variety of colors. See page 5 for details.)*

Components of Vulkem® EWS traffic coating systems, and TREMproof®PUMA below-grade waterproofing systems.



PUMA TOP COAT (TC) COLOR CARD

STANDARD COLORS

WHITE

DECORATIVE[1]

TINTABLE[2]

BEIGE

GRAY

SLATE GRAY

CHARCOAL

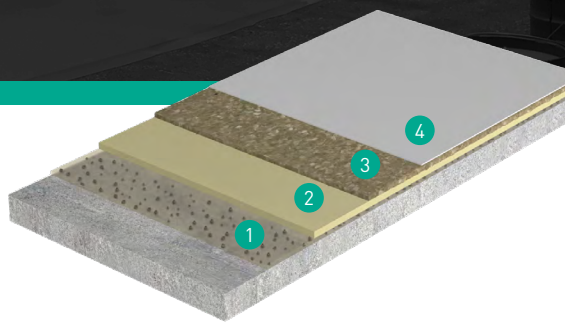
1 For use with decorative aggregate.
2 For use with Tremco Universal ColorPaks.

All colors shown are approximate and may not reflect sheen or shade precisely, as varying amounts of aggregate will alter light-reflecting properties. Tremco always recommends a test patch to gain final color approval. Different lighting conditions can influence color appearance: for truer color please view in daylight. Some colors may require a minimum quantity. Custom colors are available upon request.
Contact Tremco Customer Service for more information.



VULKEM® EWS TRAFFIC COATINGS

Rapid turnaround, high-performance coatings with tenacious adhesion and extreme abrasion resistance



PEDESTRIAN SYSTEM

Stadiums, Balconies and Pool Decks

A cold-applied system ideal for stadiums, balconies and pool decks — protecting concrete below from the damaging effects of chloride, deicing salts, chemicals, gasoline, oils, anti-freeze and more.

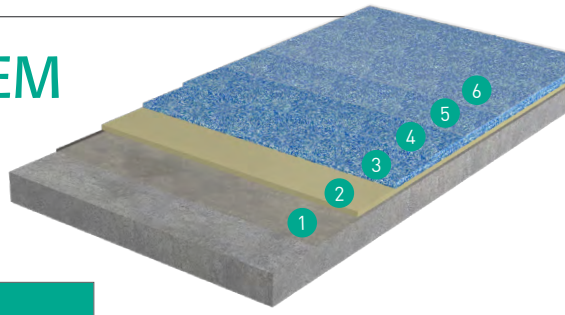
	Product	Coverage Rate	Wet Mils	Comments
1	Tremco PUMA Primer	90 ft²/gal	17	Lightly broadcast silica sand.
2	Tremco PUMA BC	26 ft²/gal	60	Allow 45 minutes to cure before proceeding.
3	Tremco PUMA TC	80-90 ft²/gal	17-20	Broadcast silica sand to refusal.
4	Tremco PUMA TC	53-64 ft²/gal	25-30	Allow 45 minutes to cure before opening to traffic.



DECORATIVE WATERPROOFING SYSTEM

Aesthetically Appealing Solution with Extreme Durability

Ideal for pedestrian walkways, balconies, deck and plaza common areas — can match any aesthetic with a variety of UV-stable aggregate or chips.



	Product	Coverage Rate	Wet Mils	Comments
1	Tremco PUMA Primer	90 ft²/gal	17	Lightly broadcast silica sand.
2	Tremco PUMA BC	20 ft²/gal	80	Allow 45 min to cure before proceeding.
3	Tremco PUMA WC	80 to 90 ft²/gal	17 to 20	Broadcast UV-stable color quartz to refusal. Allow 45 minutes to cure before proceeding.
4	Tremco PUMA WC	60 to 80 ft²/gal	20 to 25	Broadcast UV-stable color quartz to refusal. Allow 45 minutes to cure before proceeding.
5	Tremco PUMA TC	107 ft²/gal	15	Allow 45 minutes to cure before opening to traffic.
6	Tremco PUMA TC	107 ft²/gal	15	Allow 45 minutes to cure before opening to traffic.



Exhibit E – Remaining Work

Substantial Completion Deficiency List

Prepared by WJ Architects

Feb 5, 2024

Description

This is a current list of open items deemed necessary for issuance of Substantial Completion. Refer to individual items for statuses, descriptions, locations, photographs, etc.

The Final Punch List Walkthrough has not yet been scheduled. Any ~~additional~~ items required for Substantial Completion that are discovered during Final Punch List Walkthrough will be added to this list.

#346 Elevator Equipment and Electrical Relocation

Status
Open

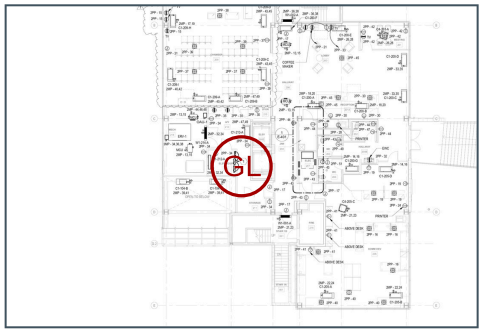
Location
212 Elev. Equip.

Description
Elevator equipment not relocated per plans. Electrical panels and disconnects to be relocated to Room 212 Elev. Equip. As of 11/13/23, these have not been relocated.

Created
Nov 14, 2023 4:58 PM
wja@wjarc.com

Last Updated
Nov 14, 2023 5:07 PM

Sheet
E-202



Comments

This is a requirement for TCO, so it will remain on this list until the work has been completed per Amendment 2.

WJ Architects Feb 1, 2024

Photos



CURRENT

WJ Architects
Nov 14, 2023 5:05 PM



PRE-CONSTRUCTION

WJ Architects
Nov 14, 2023 5:05 PM

Punch List

Prepared by WJ Architects

Feb 5, 2024

Description

This is a current list of open items identified as defective, damaged, missing, incomplete, or otherwise unacceptable work. Items necessary for issuance of Substantial Completion are in a separate Substantial Completion Deficiency List. Refer to individual items for statuses, descriptions, locations, photographs, etc.

The Final Punch List Walkthrough has not yet been scheduled. Any additional items identified as defective, damaged, missing, incomplete, or otherwise unacceptable work that are discovered during Final Punch List Walkthrough will be added to this list.

Contents

#347 Elevator Lobby Doors Emergency Exit Hardware 2

#340 Airflow too Loud 3

#335 Interior Window Film 5

#328 Curtain Wall System Damage and Water Intrusion 8

#273 Cassette vanes not working 9

#271 Mech unit at server room leaking 10

#235 Concrete topping cracks 11

#145 Sidewalk cleaning 12

#347 Elevator Lobby Doors Emergency Exit Hardware

Status
Open

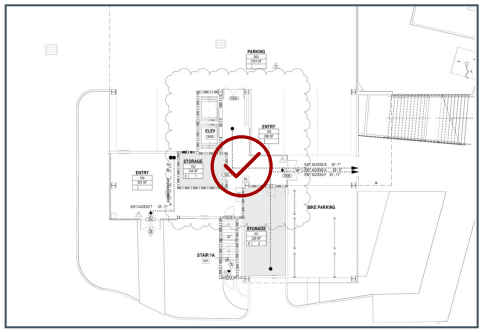
Location
100 Entry

Description
Emergency exit door hardware not installed at Doors 100A and 100B. Hardware model information for existing narrow style doors was emailed to Contractor on 01/11/24. Hardware, including electronic locking mechanisms and access controls, must all be installed, operational, and approved by Building Official prior to issuance of Substantial Completion.

Created
Feb 2, 2024 10:54 AM
wja@wjarc.com

Last Updated
Feb 5, 2024 10:46 AM

Sheet
B-101



Comments

This is a requirement for TCO, so it will remain on this list until the work has been completed per Amendment 2 (pending).

WJ Architects Feb 2, 2024

Moved to Punch List. Per Building Official, not required for TCO.

WJ Architects Feb 5, 2024

#340 Airflow too Loud

Status
Open

Created
Aug 25, 2023 1:17 PM
wja@wjarc.com

Location
Multiple Locations

Last Updated
Nov 8, 2023 12:26 PM

Description
Airflow too loud at the following locations:
317 Sidewall Supply Grille
503 Conference Room
506 Storage

Comments

This item will remain on the list until reviewed by the Mechanical Engineer at the Final Punch List Walkthrough (pending).

WJ Architects Feb 2, 2024

Photos



317 Sidewall
WJ Architects
Aug 25, 2023 1:19 PM

#335 Interior Window Film

Status
Open

Created
Aug 25, 2023 8:05 AM
wja@wjarc.com

Location
Multiple Locations

Last Updated
Nov 14, 2023 10:51 AM

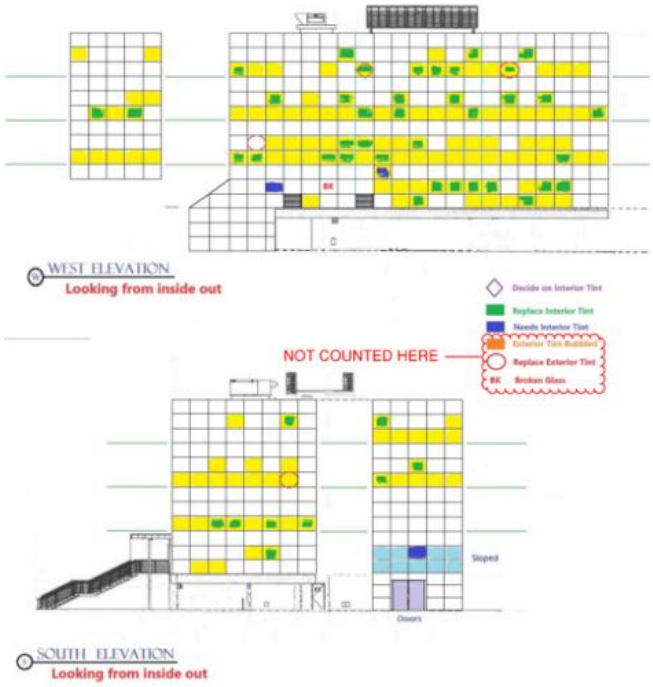
Description
Interior window film throughout building is bubbling, peeling, damaged, and/or brown/discolored. Exterior tint has not been counted as we expect future damage from the window revisions. See attached images for locations.

Comments

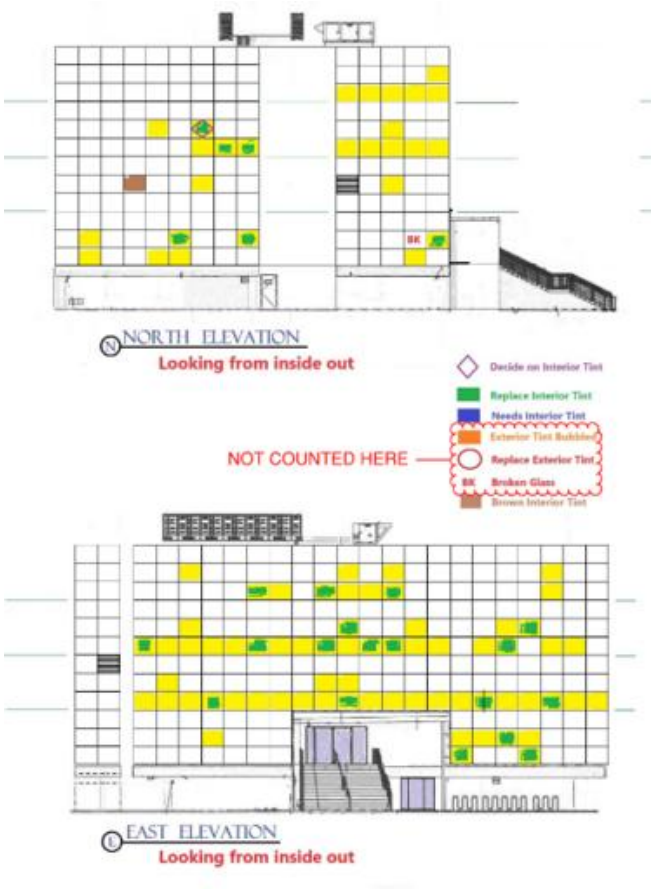
This item will remain on the list until completed per Amendment 2 (pending).

WJ Architects Feb 2, 2024

Photos



WJ Architects
Nov 14, 2023 10:51 AM



WJ Architects
Nov 14, 2023 10:51 AM



WJ Architects
Aug 25, 2023 8:08 AM



WJ Architects
Aug 25, 2023 8:08 AM

#328 Curtain Wall System Damage and Water Intrusion

Status
Open

Location
Exterior

Description
Areas where work has been done by New Vista to the exterior curtain wall system are damaged and resulting in water intrusion. Refer to "Curtain Wall Evaluation Report of Findings" from Ivy Group Consultants, dated dated July 31, 2023.

Created
Aug 16, 2023 11:56 AM
wja@wjarc.com

Last Updated
Feb 1, 2024 2:07 PM

Comments

08/29/23 Post-Hurricane Idalia Observations:Leaks from windows all floors. Wet carpet in Chamber and Rm 317 Large puddles in Lobby area. Rm 214 and atrium Condensate leak 5th floor reception area New roof leak 5th floor women’s ADA stall NE corner Old roof leak outside door to Rm 517

WJ Architects Sep 6, 2023

This item includes exterior window film, where the film has bubbled and peeled off the glass in many locations around the exterior curtain wall system. Damaged window film must be replaced after curtain wall repairs are completed.

WJ Architects Sep 22, 2023

This item will remain on the list until curtain wall system repairs are completed per Amendment 2 (pending).

WJ Architects Feb 2, 2024

#273 Cassette vanes not working

Status
Open

Created
Jun 15, 2023 3:48 PM
wja@wjarc.com

Location
Multiple Locations

Last Updated
Feb 2, 2024 11:13 AM

Description
Mech unit vanes not working at E side of room 201, Room 302 (north vane), room 303 (north vane), room 305, ground floor lobby (all 3 units)

Comments

As of 02/01/24, the cassette face for the unit in Room 303 has still not been received and installed. This items will remain on the list until completed.

WJ Architects Feb 2, 2024

#271 Mech unit at server room leaking

Status
Open

Created
Jun 15, 2023 3:41 PM
wja@wjarc.com

Location
316 Server Room

Last Updated
Sep 20, 2023 10:00 AM

Description
Mech unit above door is dripping and needs repair.

Comments

Reopened due to continued leaking reported by City on 07/25/23.

WJ Architects Jul 25, 2023

This item will remain on the list until reviewed by the Mechanical Engineer at the Final Punch List Walkthrough (pending).

WJ Architects Feb 2, 2024

#235 Concrete topping cracks

Status
Open

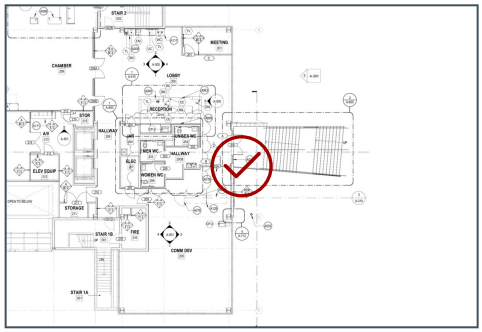
Location
Exterior Main Stair

Description
Concrete toppings on both landings of front exterior stair has excessive shrinkage cracking. See revised RFI 160 response sent 11/10/23.

Created
Jun 15, 2023 2:58 PM
wja@wjarc.com

Last Updated
Nov 14, 2023 1:53 PM

Sheet
A-102



Comments

This item will remain on the list until completed per Amendment 2 (pending).

WJ Architects Feb 2, 2024

#145 Sidewalk cleaning

Status
Open

Location
Exterior

Description
concrete needs to be cleaned of all tire marks, dark marks, and black mastic that was left on it from the construction, typical throughout site

Created
Jun 6, 2023 1:52 PM
wja@wjarc.com

Last Updated
Nov 14, 2023 5:16 PM

Comments

NVBG claims as complete. This item will remain on the list until inspected by WJA at next OAC Meeting.

WJ Architects Feb 2, 2024

Photos



20230602_075029
WJ Architects
Jun 2, 2023 6:50 AM



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WJ Architects
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WJ Architects
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Jun 2, 2023 6:21 AM



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May 31, 2023 12:04 PM



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WJ Architects
May 31, 2023 12:04 PM

Exhibit F – Updated Schedule

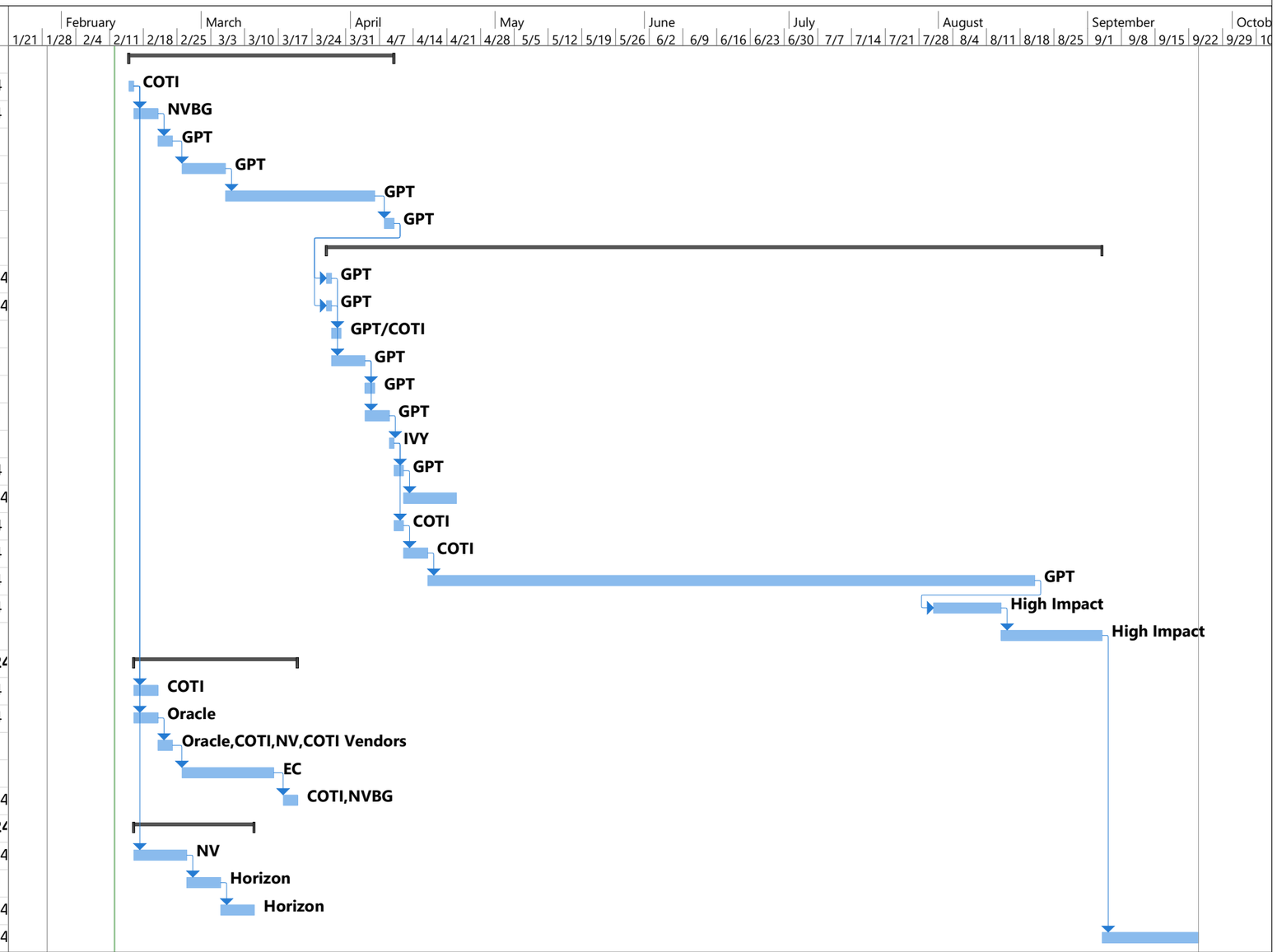
NEW VISTA
BUILDERS GROUP

Schedule Per Agreement 02 -EXHIBIT F

City of Treasure Island

Does not take into consideration unforseen conditions not addressed in Protocol, weather, delays by elevator vendor, additional testing, and work stoppage due to inspections.

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Pre-Construction Activities**	**39 days**	**Thu 2/15/24**	**Tue 4/9/24**
2		Commission Aggrement Approval	1 day	Thu 2/15/24	Thu 2/15/24
3		NVBG Provides PO to GPT	3 days	Fri 2/16/24	Tue 2/20/24
4		GPT Reviews and Executes Order	3 days	Wed 2/21/24	Fri 2/23/24
5		GPT orders YKK Materials	7 days	Mon 2/26/24	Tue 3/5/24
6		YKK Procurement	23 days	Wed 3/6/24	Fri 4/5/24
7		YKK Delivery	2 days	Mon 4/8/24	Tue 4/9/24
8		**Window Work Schedule**	**115 days**	**Wed 3/27/24**	**Tue 9/3/24**
9		GPT orders glazing access.	1 day	Wed 3/27/24	Wed 3/27/24
10		GPT orders Conex	1 day	Wed 3/27/24	Wed 3/27/24
11		All Windows are marked	2 days	Thu 3/28/24	Fri 3/29/24
12		Lift & equipment deliveries	5 days	Thu 3/28/24	Wed 4/3/24
13		Mock Up 1 - existing glass	2 days	Thu 4/4/24	Fri 4/5/24
14		Mock Up 2 - new glass	3 days	Thu 4/4/24	Mon 4/8/24
15		Mock up Review	1 day	Tue 4/9/24	Tue 4/9/24
16		Complete and seal Mock Up 2 - new glass	2 days	Wed 4/10/24	Thu 4/11/24
17		Mock up Sealant Cure Time	7 days	Fri 4/12/24	Mon 4/22/24
18		Water test Mock Up 1 and 2	2 days	Wed 4/10/24	Thu 4/11/24
19		Written Mock Up and Water Test Approv	3 days	Fri 4/12/24	Tue 4/16/24
20		Commence Repairs	90 days	Wed 4/17/24	Tue 8/20/24
21		Perform interior tint corrections	10 days	Wed 7/31/24	Tue 8/13/24
22		Repairs exterior tint - if needed	15 days	Wed 8/14/24	Tue 9/3/24
23		**Elevator Equp**	**24 days**	**Fri 2/16/24**	**Wed 3/20/24**
24		COTI Provides PO to Oracle	3 days	Fri 2/16/24	Tue 2/20/24
25		NVBG Provides EC Order for Disconnect	3 days	Fri 2/16/24	Tue 2/20/24
26		Field Coordination Meeting	3 days	Wed 2/21/24	Fri 2/23/24
27		Commence Elect Relocation	15 days	Mon 2/26/24	Fri 3/15/24
28		COTI Obtains FEMA Inspection	3 days	Mon 3/18/24	Wed 3/20/24
29		**Precast Stair Landing**	**17 days**	**Fri 2/16/24**	**Mon 3/11/24**
30		Issue Order to Vendor	7 days	Fri 2/16/24	Mon 2/26/24
31		Procure product	5 days	Tue 2/27/24	Mon 3/4/24
32		Prep & coating application	5 days	Tue 3/5/24	Mon 3/11/24
33		**Project Completion and Closeout**	14 days	Wed 9/4/24	Mon 9/23/24



Project: 240212 Exhibit F TI Win
Date: Mon 2/12/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone