BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, APRIL 16, 2024 – 6:00 PM
COMMISSION CHAMBERS, 10451 GULF BLVD TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. COMMISSIONER REPORTS

Commissioner Toth
Commissioner Doctor
Commissioner Minning
Commissioner Dickey
Mayor Payne

G. APPROVAL OF MINUTES

H. CONSENT AGENDA

I. PRESENTATIONS

I.1 Clearwater Marine Aquarium: Pre-Turtle Nesting Season Overview

I.2 Presentation by Treasure Island Adopt-a-Beach
TI Adopt a Beach Presentation.pdf

J. ITEMS OF BUSINESS

J.1 (CASE CONTINUED FROM NOVEMBER 7, 2023)
Quasi-Judicial Proceeding - CASE NO. VAR-000394-2023 - 9900 Gulf Blvd- An after-the-fact variance request to allow an existing swimming pool to encroach into the 10' setback east of the 1968 Treasure Island Mean High Water Line (1968

TIMHWL) by approx. 2'-1" at the NW corner and approx. 2'-4" at the SW corner
1. Staff Report.pdf
2. Application.pdf
3. Affidavit to Authorize Agent.pdf
4. Warranty Deed.pdf
5. Variance Narrative.pdf
6. Pool Site Plan.pdf
7. Final Survey.pdf
8. P&Z Approved Site Plan.pdf
9. Public Notice-Mailing Addresses.pdf

J.2 Second Reading and Public Hearing of Ordinance 2024-05, Amending Chapter 68 "Zoning Regulations" regarding public boardwalks
Signed LPA Resolution 2024-03.pdf
Ordinance 2024-05 Boardwalk definition addition (02683896).docx
Business Impact Statement - Ordinance 2024-05.docx
Proof of Publication Ordinance 2024-05.pdf

J.3 Appointment of Alternate Member to Gulf Beaches Public Library Board
Interlocal Agreement Gulf Beaches Public LIbrary (10-13-2021) - Legally Recorded.pdf
M Wetzel - Gulf Beaches Public Library Resident application 04 01 2024

J.4 Motion to Accept Donation from the Rotary Club of the Gulf Beaches to the Parks and Recreation Department

J.5 Motion to Accept Net Profits from the Gulf Beaches Rotary Club's 25th Annual Golf and Tennis Challenge
2024 GB Rotary Golf & Tennis Challenge Letter and Allocation..pdf

J.6 Collective Bargaining Agreement with International Association of Firefighters Local 4966
IAFF County Comps FY25.xlsx
2024_CBA_FINAL_REPLACE_WITH_SIGNED_BY_UNION_COPY_ONCE_RATIFIE

J.7
Hold Harmless Agreement for Use of City of Clearwater Fire Rescue Training Facility

FIRE OPS 101 FLYER 2024.pdf
FINAL_CFR_Facilties_User_Agreement with change.docx

J.8 Authorize the City Manager to approve a Purchase Authorization to Vortex Services, LLC for Lateral Inspection and Lining Services in the amount of $200,000.

Vortex Piggy Back Contract.pdf

J.9 Requesting Spending Authorization for the Replacement of the IT Data System Backup

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 10451 Gulf Blvd, 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. I.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 16, 2024
SUBMITTED BY:	Stacy Boyles, Public Works
ITEM TYPE:	Presentations
AGENDA SECTION:	PRESENTATIONS
SUBJECT:	Clearwater Marine Aquarium: Pre-Turtle Nesting Season Overview
BACKGROUND:	The Clearwater Marine Aquarium holds the City of Treasure Island's marine turtle permit. Under this permit, their trained staff survey, monitor, and report on our beaches with regards to harmful lighting, sea turtle nests, hatching events, and related matters. Their staff also advocate and educate on behalf of the sea turtle species that nest on Treasure Island.
POLICY/PURPOSE:	Clearwater Marine Aquarium will speak briefly on on the results from last nesting season and talk about the kickoff for this year's season.
STRATEGIC PLAN RELEVANCE:	Goal 1 of the Environmental Sustainability Road Map of the City's Strategic Plan is to "become an environmentally sustainable and resilient community".
ANALYSIS/DISCUSSION:	N/A
FUNDING:	N/A
MOTION:	N/A

ATTACHMENTS:

AGENDA ITEM NO. I.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 16, 2024
SUBMITTED BY:	Stacy Boyles, Public Works
ITEM TYPE:	Presentations
AGENDA SECTION:	PRESENTATIONS
SUBJECT:	Presentation by Treasure Island Adopt-a-Beach
BACKGROUND:	Treasure Island Adopt-a-Beach was founded in July 2020 by Carrie Auerbach. In December 2020, Carrie partnered with Keep Pinellas Beautiful to expand outreach and education.
POLICY/PURPOSE:	Carrie Auerbach, Beach Ambassador, with Treasure Island Adopt-a-Beach will provide a presentation on the organization's mission, successes to date, and upcoming volunteer opportunities.
STRATEGIC PLAN RELEVANCE:	Goal 1 of the Environmental Sustainability Road Map of the City's Strategic Plan is to "become an environmentally sustainable and resilient community".
ANALYSIS/DISCUSSION:	N/A
FUNDING:	N/A
MOTION:	N/A

ATTACHMENTS:
TI Adopt a Beach Presentation.pdf

April 16, 2024
Treasure Island Commission Meeting

Treasure Island Adopt-a-Beach



Serving to keep the island clean, safe and clear for people and wildlife by creating a culture of a trash-free beach while striving to be a model for other communities.

TreasureIslandAdoptaBeach@gmail.com

Treasure Island, Florida







- Treasure Island Adopt-a-Beach organized July 2020 by Carrie Auerbach Partnered with Keep Pinellas Beautiful in December 2020
- Together with KPB and City of TI, organize beach cleanups after every major holiday AND every 2nd Saturday
- "Hole Patrol" over 70 residents/friends monitoring the beach (on their own time) for trash, holes, mounds, improper lighting, and wildlife
- Works with Caddy's TI on busy beach days / on the beach trash bag distribution to beachgoers
- July 4th koozie and trash bag giveaway.
- Getting turtle/beach educational cards in all vacation room rentals
- Cigarette Receptacles

TREASURE ISLAND
ADOPT-A-BEACH

THE NUMBERS

2023

377 Volunteers

2190 Pounds of Trash

188 Pounds of Recycling

2393 Volunteer Hours





KEEP PINELLAS Beautiful
KEEP AMERICA BEAUTIFUL AFFILIATE



10 cigarette receptacles donated by KPB

8 already in place

Monthly Reporting of 18





What Can You Do?









2nd Saturday each Month

- Free Parking
- Free Supplies
- Surprise Giveaways



8:30-10AM Municipal Pavilion

11260 Gulf Blvd



No need to sign up – Just show up!

OR DIY (Do It Yourself)

Sign Up for **Hole Patrol**

CLEAN*DARK*FLAT

TURTLES **May 1-Oct 31**







Walking the beach to pick up trash, fill in holes, knock down castles, note and report improper lighting.



3.1.24

REPORTING:

Address / Photo /Description :

Treasure Island Police
Non-Emergency

727-547-4595

Turtle Lighting!





BEFORE **AFTER**

REPORTING VIOLATIONS- codes@mytreasureisland.org



Run For The Beaches 5K

A race to benefit our beach ecosystem:
The dunes, sea turtles, seabirds and sea life.

Run
Walk
Participate
Donate



RunForTheBeaches.RaceRoster.com

Sea Oat Planting Event 4/20/24









**** Sign up for July 4th Koozie/Trash bag give away*****

We need locals to walk the beach on the 4th of July handing out koozies with trash bags.



TreasureIslandAdoptABeach@gmail.com

Think Globally  Act Locally

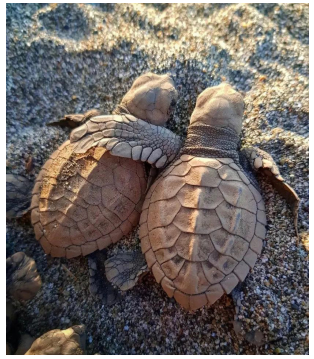
Important Phone Numbers:

1. Live Turtle Sightings/New Nest - Clearwater Marine Aquarium 727-441-1790 EXT #1 or FWC Wildlife Alert Hotline (1-888-404-3922)

2. Seaside Seabird Sanctuary – 727-391-6211

3. Improper Lighting - codes@mytreasureisland.org

4. Non-Emergency Police: (727) 547-4595 EMERGENCY: 911



Carrie 215-694-6692

TreasureIslandAdoptABeach@Gmail.com

TREASURE ISLAND ADOPT-A-BEACH

AGENDA ITEM NO. J.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 16, 2024
SUBMITTED BY:	Jesse Miller, Community Development
ITEM TYPE:	Public Hearings
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	(CASE CONTINUED FROM NOVEMBER 7, 2023) **Quasi-Judicial Proceeding - CASE NO. VAR-000394-2023** - 9900 Gulf Blvd- An after-the-fact variance request to allow an existing swimming pool to encroach into the 10' setback east of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL) by approx. 2'-1" at the NW corner and approx. 2'-4" at the SW corner
BACKGROUND:	Please see attached Staff Report.
POLICY/PURPOSE:	N/A
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	Please see attached Staff Report.
FUNDING:	N/A
MOTION:	Please see attached Staff Report Development Order.

ATTACHMENTS:

1. Staff Report.pdf
2. Application.pdf
3. Affidavit to Authorize Agent.pdf
4. Warranty Deed.pdf
5. Variance Narrative.pdf
6. Pool Site Plan.pdf
7. Final Survey.pdf
8. P&Z Approved Site Plan.pdf

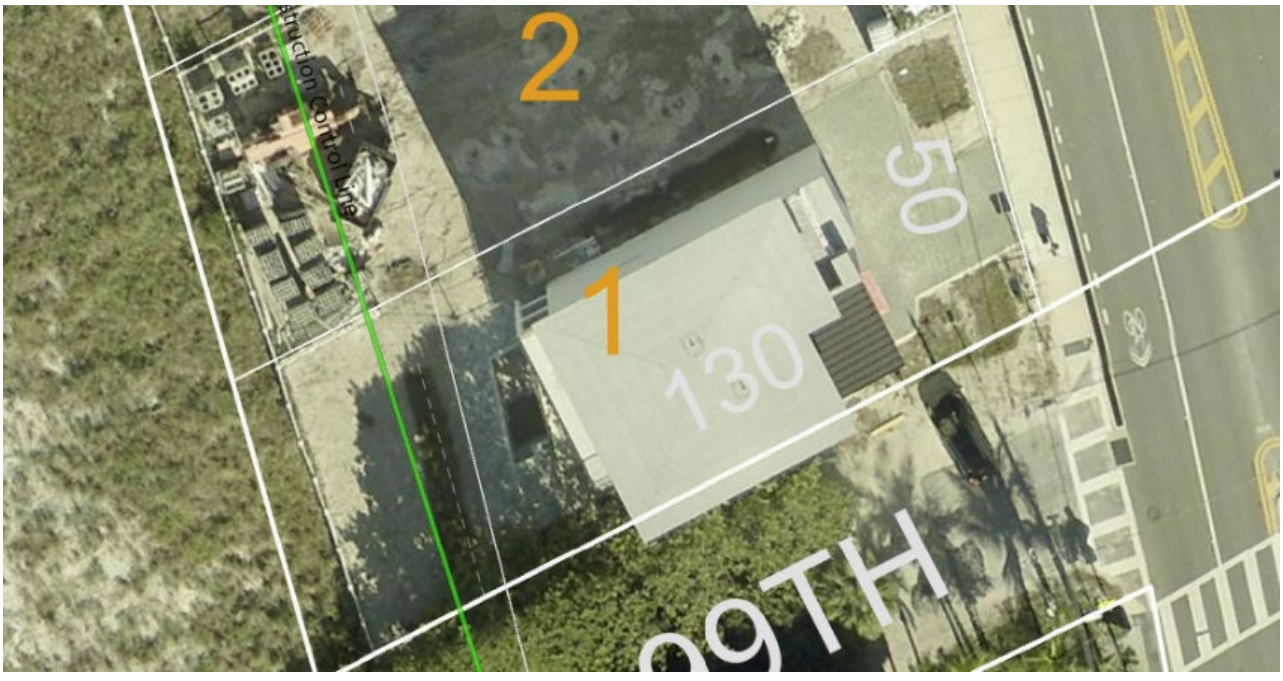
9. Public Notice-Mailing Addresses.pdf

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

CASE NO. VAR-000394-2023
STAFF REPORT
NOVEMBER 7, 2023- CASE CONTINUED TO TUESDAY, APRIL 16, 2024, AT 6:00 P.M.

DESCRIPTION: An after-the-fact variance request to allow an existing swimming pool to encroach into the 10' setback east of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL) by approx. 2'-1" at the NW corner and approx. 2'-4" at the SW corner of the pool.

SITE LOCATION: 9900 Gulf Blvd
Treasure Island, FL 33706



PARCEL ID #: 26-31-15-09630-000-0010

LEGAL DESCRIPTION: LOT 1, BOCA CIEGA PASS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF VACATED STREET LYING WEST OF SAID LOT 1, AS DESCRIBED IN DEED BOOK 665, PAGE 375, AND IN DEED BOOK 1468, PAGE 105,

PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

PROPERTY OWNER: Navin Bajaj
2100 McMullen Rd
Largo, FL 33771-1151

AGENT / APPLICANT: Abdul Omar Kamall, Contractor
9265 87th Ave N
Seminole, FL 33777

GENERAL INFORMATION:

Land Use: Resort Facilities High
Preservation

Zoning: RFH-50 (Resort Facilities High)
Preservation (P)

Adjacent Property (Use):

North: 9908 Gulf Blvd.- Vacant

South: 99th Ave. ROW
9898 Gulf Blvd.- Multi-Family Residential Dwelling (Marestella II)

East: 9901 Gulf Blvd.- Single-Family Residential Dwelling

West: Gulf of Mexico

Lot Area: Approx. 50 ft. x 130 ft. = 6,376 sq. ft.

Site Area: Developable Site Area east of the 1968 TIMHWL approx. 50 ft. x 96 ft. = 4, 800 sq. ft.

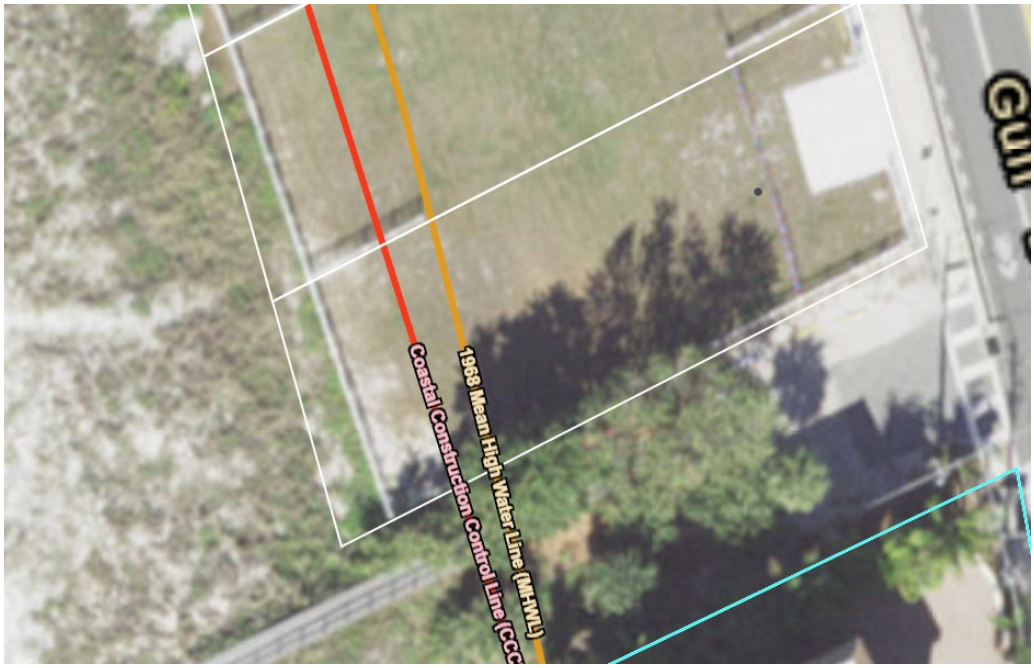
Flood Zone: VE-12 and AE-10, Flood Insurance Rate Map
Community Panel No. 12103C0194H, August 24, 2021.



PROPERTY SUMMARY:

The 1968 TIMHWL is a line established by the State in 1968, as a result of renourishment of the beach.

For purposes of setbacks, the code states that the waterfront yard is measured from the Treasure Island Mean High Water Line. The waterfront yard is defined as “a yard or any portion thereof on lots abutting a waterfront and extending across the full width of the lot or any portion thereof or parcel and measured from the mean high-water line, property line or seawall, whichever is closer and the building setback line.” In this case, the 1968 TI MHWL establishes ownership and therefore is the property line.



The required pool setback is 10’ from all property lines, measured to the outside of the pool wall. On this property the pool setback would be required to be 10’ east of the 1968 TIMHWL.

On March 18, 2021, the Planning & Zoning Board approved a site plan application to allow the construction of a new single-family dwelling subject to the following conditions (SITE-000065-2021):

1. Where necessary to accommodate proposed development, the property owner shall be responsible for the removal/relocation of any and all public utilities located on the subject site. This is regardless of whether the public utilities are known at the time of site plan approval or discovered after such approval. Any removal or relocation will require the approval of the City’s Public Works Department.
2. All building permits and construction associated with this development proposal shall be subject to all current regulations within the Florida Building Code, Floodplain Management Regulations, Land Development Regulations, and the Florida Fire Prevention Code in effect at the time of the building permit application process.
3. The proposed swimming pool will require a separate building permit.
4. The proposed fire pit must be at least 5’ from the 1968 TI Mean High Water Line.
5. The developer shall obtain an FDOT permit or exemption letter prior to issuance of a City building permit.

Site Plan SITE-000065-2021 is attached as an exhibit to this case.

On July 18, 2023, the Building Department placed a hold on Permit No. POOLR-003558-2022 due to an inspection that revealed the swimming pool was located within the 10’ setback. The contractor was then notified to apply for a variance or to remove and relocate the swimming pool.

On November 7, 2024, the City Commission made a motion to continue the case to April 2, 2024. The continuance was based upon the possibility of a new Erosion Control Line (ECL) being established.

In December, the City Commission meeting schedule was adjusted and the April 2, 2024, meeting was cancelled. The applicant has readvertised the hearing for the April 16, 2024, City Commission meeting.

TREASURE ISLAND CODE OF ORDINANCES:

CHAPTER 68- ZONING REGULATIONS

ARTICLE I- IN GENERAL
Sec. 68-2. - Definitions.

Yard, waterfront means a yard or any portion thereof on lots abutting a waterfront and

extending across the full width of the lot or any portion thereof or parcel and measured from the mean high water line, property line or seawall, whichever is closer and the building setback line.

Lot line means the line bounding a lot as herein defined as established by ownership except that where a lot line lies within a private street or waterway the edge of the private street right-of-way or waterway shall be considered to be the lot line for the purposes of calculating density, lot, yard and bulk requirements.

Property line. (See "lot line.")

ARTICLE VI- ZONING DISTRICT REGULATIONS
DIVISION 5. – RFH-50 (RESORT HIGH) ZONING DISTRICT
Sec. 68-302. - Uses permitted.

The following uses shall be allowed within an RFM-50 zoning district as permitted, special exception or accessory uses as set forth herein:

(1) *Permitted uses.* The following permitted uses shall be allowed within an RFM-50 zoning district:

c. Dwelling, residential.

(3) *Accessory uses*. The following accessory uses shall be allowed in an RFM-50 zoning district:

b. Private swimming pool and/or beach shelter.

ARTICLE VII- SUPPLEMENTAL LOT AND USE REGULATIONS
DIVISION 3. – USE REGULATIONS
Sec. 68-483. - Swimming pools.

Swimming pools may be constructed within yard areas except the front yard, provided however, that no part of the pool structure may protrude more than 12 inches above finished grade level and that the **pool walls shall be at least ten feet from all lot lines except where a greater setback is required under the building code** as set out in chapter 64. In determining the percentage of coverage of a lot by buildings, swimming pools which are not enclosed shall not be counted in such computation. In calculating required pervious space swimming pools shall be considered impervious.

ARTICLE VIII- BUILDING SETBACK LINES
Sec. 68-541- Setback Classifications.

Gulf Boulevard from 99th Avenue to section line between 103rd and 104th Avenues:

West side:

Street: 25 feet
Side: 7 ½ feet

Sec. 68-561. - Alternate setback system procedures.
(a) *Application and exceptions.*

(1) This article shall be the alternative methods of determining all building setback requirements. The section or subsection which results in the greatest amount of setback shall apply for any given property.

(c) *Properties bordering on the Gulf of Mexico or public beach.* For properties bordering on the Gulf of Mexico or public beach, the following additional building setback and open space requirements shall be applicable:

(1) The minimum required setback shall be five feet from the waterfront property line. No construction shall be permitted seaward of the coastal construction control line except by permit from the state department of environmental protection and the city.

(2) Total open space between side lot lines shall be not less than 30 percent of the width of the lot but no less than the minimum designated in the setback chart, article VIII.

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

(1) An application for such variance has been received by the city manager or specified designee, stating the special conditions and circumstances applying to the building, structure, or land for which such variance is sought. The applicant shall submit a narrative that explains the variance being requested in a manner that addresses the criteria specified in subsection (d) as they relate to the specific request. Since each application is considered based upon the unique circumstances presented by such application, prior decisions of the board or commission shall not constitute grounds for the granting of any variance.
(2) The board or commission has received a report from the city manager or specified designee that evaluates the application based on the criteria required by this section.
(3) The board or commission holds a public hearing after written and posted notice has been given to the extent provided by chapter 70.
(4) The board or commission has considered the following criteria and find that they have been substantially satisfied and a hardship exists:
    a. The variance is in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee;
    b. Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same zoning district;
    c. Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building; structure, or land;
    d. The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant agent's agents, or the applicant's predecessors in title;
    e. The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land;

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

(5) In granting any variance, the planning and zoning board or city commission may prescribe appropriate conditions and safeguards in conformity with the land development regulations. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

(6) Under no circumstances shall the planning and zoning board or city commission grant a variance to permit a use not generally or by special exception permitted in the zoning district involved or any use expressly or by implication prohibited by the land development regulations.

(7) The granted variance shall be valid for one-year. To remain in effect after one-year, one of the following must have occurred:
a. An extension of time has been approved by the approving body;
b. Building permits relating to the requested variance have either been applied for or granted; or
c. A site plan review relating to the requested variance has been applied for or approved by the planning and zoning board.

ANALYSIS OF LAND DEVELOPMENT REGULATIONS:

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

1. **The variance is in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon**

the opinion of the city manager or his designee.

The variance being requested is set forth within the City's Land Development Regulations and per Sec. 70-221 is under the purview of the City Commission.

2. **Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same district.**

   For buildings the side setbacks for this lot are 7.5 feet and the waterfront setback is 5-feet measured from the 1968 TIMHWL, which is the property line. Swimming pools are required to be setback 10.0 feet from all property lines. The setback from the 1968 TIMHWL applies to all properties where the 1968 TIMHWL is located closer to the land than the property line. The 10.0-foot swimming pool setback applies to all properties.

3. **Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building, structure, or land.**

   The strict application of the provisions of the land development regulations was enforced during the Planning & Zoning Board's site plan application approval and during the permit review of the swimming pool, which permitted reasonable use of the structure and land. During the construction of the swimming pool, the land development regulations were not adhered to.

4. **The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant's agent, or the applicant's predecessors in title.**

   The conditions are the result of the applicant due to the use of incorrect measurements from the 1968 TIMHWL during the construction of the swimming pool.

5. **The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land.**

   The variance for the pool is not the minimum possible variance that will allow reasonable use of the land. The swimming pool can be relocated to meet the 10' setback requirement as shown on the approved site plan.

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

   Redevelopment – The Planning & Zoning Board approved a single-family dwelling site plan for redevelopment of the subject property.

Substandard lot(s) – The platted lot and the developable area of the lot meet the width and exceeds the length and total lot area for a single-family dwelling in the RFM-50 zoning district. The developable area of the subject lot is approx. 50 ft. x 96 ft. = 4, 800 sq. ft. This exceeds the minimum lot depth and lot area required for a single-family dwelling in the RFM-50 zoning district.

Neighborhood character –Enforcement of these land development regulations promotes the established development pattern, which includes setbacks.

Public facilities – N/A

Architectural and/or engineering considerations – N/A

7. **The granting of the variance will be in harmony with the general intent and purpose of this chapter.**

   The granting of the swimming pool variance request does not appear to be in harmony with the general intent and purpose of this chapter, as it appears that they have not met the hardship criteria of this chapter.

8. **The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.**

   The granting of this variance will not be injurious to the adjacent properties or be detrimental to the public welfare.

STAFF RECOMMENDATION: Staff recommends **DENIAL** of the after-the-fact variance request to allow an existing swimming pool to encroach into the 10' setback east of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL) by approx. 2'-1" at the NW corner and approx. 2'-4" at the SW corner of the pool. Based on the analysis of the criteria in Sec. 70-221 above, finding that they have not been substantially satisfied and that an unnecessary hardship does not exist.

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NOVEMBER 7, 2024- CASE CONTINUED TO APRIL 16, 2024
CITY COMMISSION
DEVELOPMENT ORDER

CASE NO. VAR-000394-2022
LOCATION: 9900 Gulf Blvd.

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

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

An after-the-fact variance request to allow an existing swimming pool to encroach into the 10’ setback east of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL) by approx. 2’-1” at the NW corner and approx. 2’-4” at the SW corner of the pool.

_____ _____
J. Tyler Payne, Mayor Date
City Commission

Case Number: _____

City of Treasure Island Planning and Zoning Board or City Commission Review Application

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

Property Owners: Bajaj Navin Trust.
Address: 2100 Mcmullen Rd
Largo FL, 33771
Phone: 727-424-6647
Fax: _____
Email: bajanavin@gmail.com

Agent: Abdul Omar Kamali
Address: 9265 87th Ave N
Seminole FL 33777.
Phone: 727-459-7344
Fax: _____
Email: epsinc@ymail.com

List all Legal Owner(s) of Property: Navin Bajaj.

Complete legal description (may be placed on attached separate page): 26-31-15-09630-000-0010
Boca Ciega Pass Sub Lot 1 and 30 ft

Development Name: _____

Site Location/Address: 9900 Gulf Blvd Treasure Island FL 33706

Area of Development (Acreage or Square Feet) 6500 sq ft.

Parcel Identification Number (list all): 26-31-15-09630-000-0010

Application Request: Variance for Inground Pool and Spa.

Future Land Use Designation _____ Proposed Future Land Use _____

Current Zoning _____ Proposed Zoning _____

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

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

_____ Owner/Agent

6/19/23. Date

AFFIDAVIT TO AUTHORIZE AGENT

STATE OF Florida
COUNTY OF Pinellas

Navin Bajaj
NAME OF OWNER(S) being duly sworn, depose(s) and say(s):

PROPERTY ADDRESS(ES): _____

Parcel I.D. Number(s).: 26-31-15-09630-000-0010

1. That this property constitutes the property for which request for permits and approvals from the City of Treasure Island, as necessary, are being applied for.

2. That the undersigned (has/have) appointed Abdul Omar Kamali as (his/their) agent(s) to represent the above-described property and serve as the applicant/agent for development applications/modifications, at the Planning and Zoning Board meeting and execute any permits or other documents necessary to affect such permit(s).

3. That this affidavit has been executed to induce appropriate state agency in Florida to consider, and act on the above-described property.

4. That (I/we), the undersigned authority, hereby certify that the foregoing is true and correct.

PRINTED NAME OF PROPERTY OWNER(S): NAVIN BAJAJ
SIGNATURE OF PROPERTY OWNER(S): _____
DATE: 6/15/23

STATE OF: Florida
COUNTY OF: Pinellas
The foregoing instrument was acknowledged before me this 15 day of June, _____, by (company/agent) Navin Bajaj by (persons name) _____, it's (title) Self who is personally known to me, or who has produced Personaly Known - as identification and who _____ did ✓ did not take an oath.

Bibi R Eric
(Print, Type, or Stamp Commissioned Name of Notary Public)
Commission Number:
Commission Expires:

Notary Public State of Florida
Bibi Rasheeda Eric
My Commission HH 006557
Expires 06/03/2024

$27.00 D DOC STAMP COLLECTION $9520.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLK103101

Prepared by:
Paramount Title II
Christine Paige
6544 US Hwy 41 N , Suite 101
Apollo Beach, FL 33572
File No.: AB19-57378
This Deed is prepared pursuant to the issuance of Title Insurance

GENERAL WARRANTY DEED

Made this April 12, 2019. A.D. by TI Beach 9900 LLC, a Florida limited liability company, whose address is: P.O. Box 7602, ST. Petersburg, FL 33734 hereinafter called the grantor, to Navin Bajaj, a married man, whose post office address is: 2100 McMullen Road, Largo, FL 33771, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in PINELLAS County, Florida, viz:

Lot 1, BOCA CIEGA PASS SUBDIVISION, according to the plat thereof recorded in Plat Book 3, Page 28, Public Records of Pinellas County, Florida, together with that portion of vacated street lying West of said Lot 1, as described in Deed Book 665, Page 375, and in Deed Book 1468, Page 105, Public Records of Pinellas County, Florida, Less road right of way.

Parcel ID No.: 26/31/15/09630/000/0010

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

City of Treasure Island

REF: Bajaj trust 9900 Gulf Blvd Existing Permit # POOLR-003558-2022

Narrative Letter

1. The variance is in fact a variance as set forth with the Land Development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee.
   We are requesting a variance for 2' 4" at the SW side and 2' 1" at the NW side at the rear lot setback of the High-Water line.
2. State the special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same district.
   The lot has a 30 ft. setback for the coastal construction control line, as well as another 10 ft. for the city High Water line that were not consistent along the lot due to incorrect site plans.
3. State the strict application of the provisions of the Land Development Regulations that would not permit the applicant reasonable use of the building.
   City High Water ling set back.
4. State the peculiar conditions and the circumstances existing that are not the result of the actions of the applicant, the applicant's agent, of the applicant's predecessors in title.
   The original site plans show High Water line in one location, then a new survey shows the High-Water line moved to a different location.
5. Is the Variance proposed to be granted the minimum variance that will make possible the reasonable use of the building, structure, or land?
   Yes, we are asking for a 2' 4"" and a 2' 1" variance to accommodate for pool being in the TIHWL setback
6. Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the Land Development Regulations shall include, but not limited to, the following circumstances.
   A. **Redevelopment:** Does the proposed project involve the redevelopment or utilization of an existing developed or partially developed site?
      yes, the site is a new construction home.
   B. **Substandard lot(s):** If the proposed project involves the utilization of an existing legal nonconforming lot(s).
      No.
   C. **Neighborhood character:** If the proposed project promotes the established development pattern of a block face, including setbacks, building height, and other dimensional requirements.
      No, the project (pool) is at grade level and does not obstruct view.
   D. **Public facilities:** If the proposed project involves the development of public parks, public facilities or public utilities.
      No.

E. **Architectural and/or engineering considerations:** If the proposed project utilizes architectural and/or engineering features that would render the project more disaster resistant.
In ground concrete pool.

7. Will the granting of the variance be in harmony with the general purpose and intent of this chapter?
Yes, there should be not conflict.
8. Will the granting of the variance be injurious to the neighborhood or otherwise detrimental to the public welfare?
No, it will not be injurious to the neighborhood or detrimental to the public welfare.

City of Tresure Island

REF: Bajaj Trust 9900 Gulf Blvd. Treasure Island, Fl

Request for a Variance

To whom it may concern,

I Abdul Kamall, as agent for Bajaj Trust, request a variance for the above property in the regards to an inground swimming pool that was mistakenly installed 2' 4" at the SW side and 2' 1" at the NW side to the Treasure Island high water line. The error was caused by an incorrect site plan that was given to us by the house contractor. The lines and measurements do line up and we did not notice this until after our project was completed. A new site plan and survey were completed at the end of construction on the house and pool. Please refer to old plans and survey as new plans and survey.

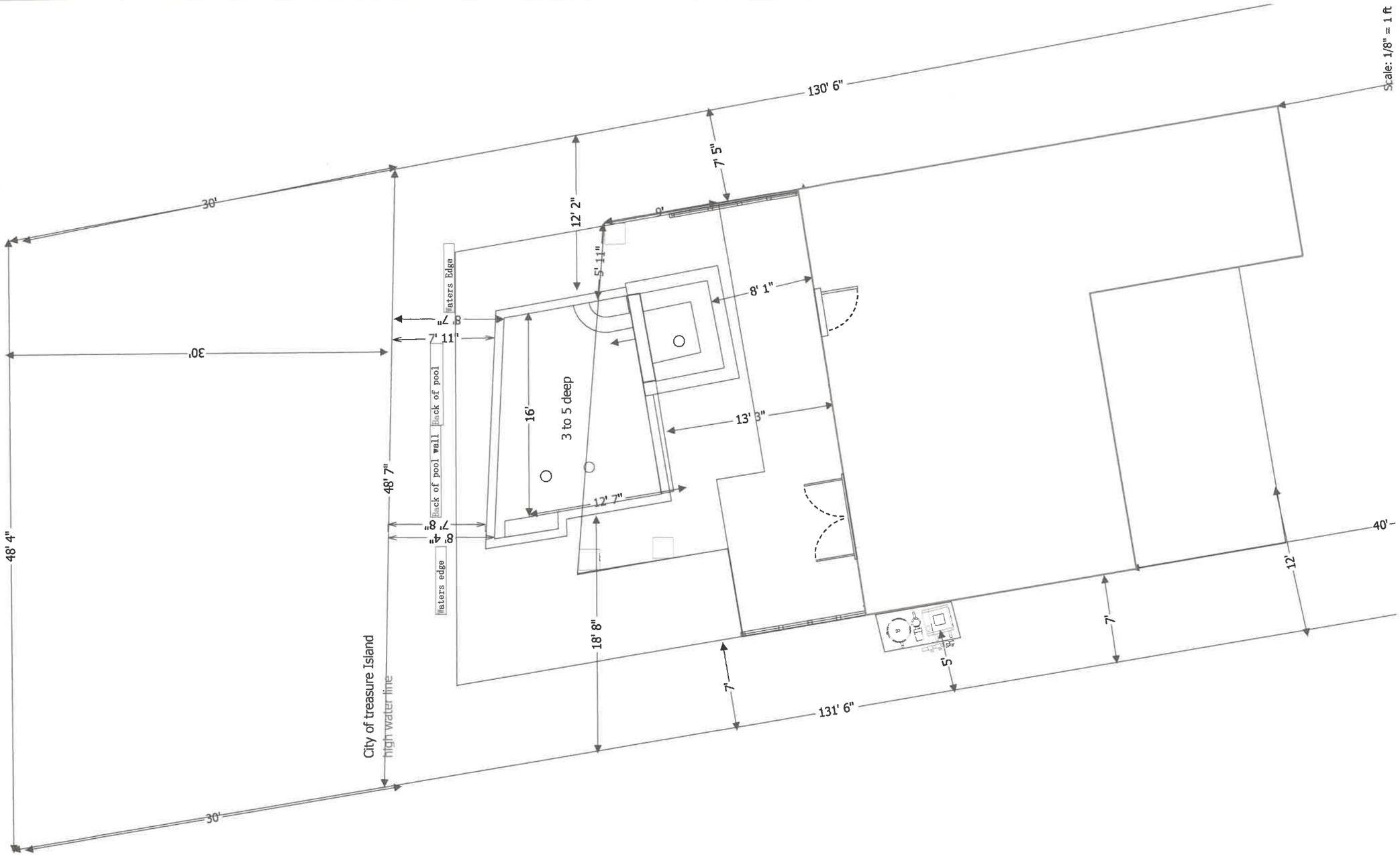
Thank you.

Abdul Omar Kamall

Grand Aquatics Pool & Spas

9265 87th Ave. Seminole Fl, 33777

LIC# CPC1458800



Pool

Perimeter: 110 Area: 323
Envelope: 9690 Gallons
Depth: 3 to 5 ft RTNS: 3
Drains: 3 round Lights: 1 LED
Skim: 1 P.C.: None
Dig Type: Shuttle Volume: 47.85 yards
Spillover Length(s): 6 ft
Coping Material: Brick Pavers
Interior Finish: Quartz Bluestone
Notes:

Spa

Perimeter: 32 Area: 36
Jets: 4 Height: 0 at grade
Lights: 1 LED RTNS: 1
Drains: 2 Round Spillover Length(s): 6 ft
Coping Material: Brick
Interior Finish: Quartz Bluestone
Notes:

Tile

Raised Beams: None

Pool Tile Material: 6 X 6
Spa Tile Material: 6 X 6
Notes:

Deck

Perimeter: 137 Area: 900
Coping Area: N/A
Coping Material: Brick
Surface Material: Pavers
Turn Down: Riser:
NOTES:

Equipment

Circ Pump: Jandy 1.85 Control Panel: Aqualink
Remote: Phone APP
Sanitizer: Salt
Filter: 150 sq ft Blower: 1 hp
Heater: 125K BTU Fill Line:
Cleaner: N/A Other:
Pool Light: LED Other:
Spa Light: LED Other:
Other: Other:
NOTES:

Approval

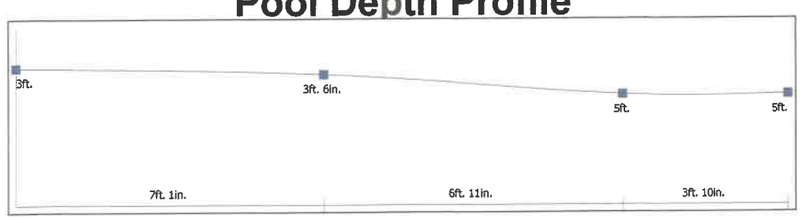
I/we (the undersigned) have reviewed this plan and approve it as correct within reasonable tolerance. I/we understand that any changes made to a shape or to a location may delay the project and/or

X

Project Name: Bajaj investment
Client Name: Navin Bajaj
Client Email: epsinc@ymail.com
Client Phone: 7274597344
Address: 9900 Gulf Blvd
City: Treasure Island
State/Province: FL
Zip/Postal Code: 33706
Designer Name: Omar Kamall

Block:
Subdivision: Boca Ciega Pass
Lot #: 1 Gate Code:
PG: 28 PB: 3
Notes:

Pool Depth Profile



SOUTH 1/2 OF SECTION 26, TOWNSHIP 31 SOUTH, RANGE 15 EAST

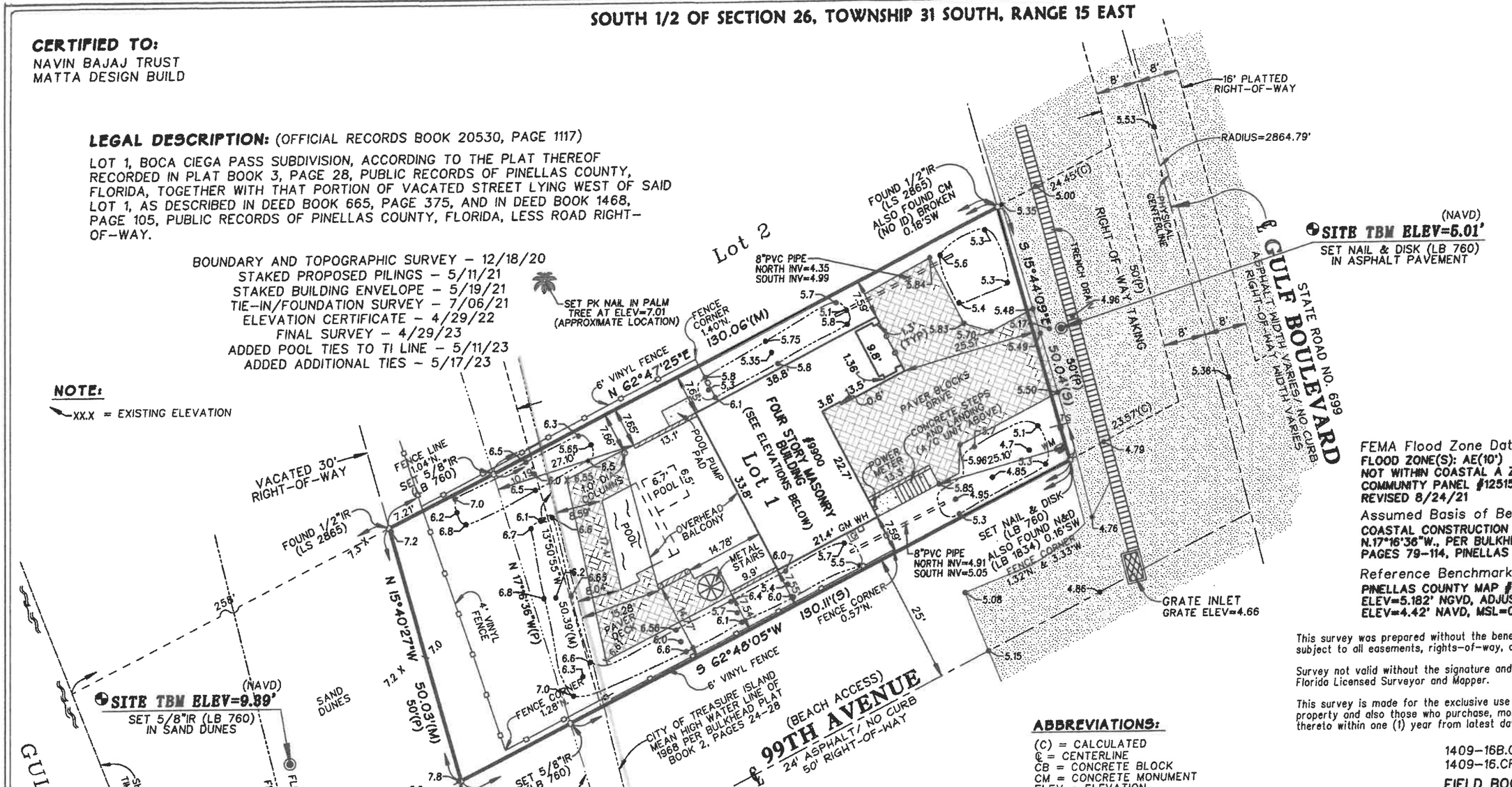
CERTIFIED TO:
NAVIN BAJAJ TRUST
MATTA DESIGN BUILD

LEGAL DESCRIPTION: (OFFICIAL RECORDS BOOK 20530, PAGE 1117)

LOT 1, BOCA CIEGA PASS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF VACATED STREET LYING WEST OF SAID LOT 1, AS DESCRIBED IN DEED BOOK 665, PAGE 375, AND IN DEED BOOK 1468, PAGE 105, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

BOUNDARY AND TOPOGRAPHIC SURVEY – 12/18/20
STAKED PROPOSED PILINGS – 5/11/21
STAKED BUILDING ENVELOPE – 5/19/21
TIE-IN/FOUNDATION SURVEY – 7/06/21
ELEVATION CERTIFICATE – 4/29/22
FINAL SURVEY – 4/29/23
ADDED POOL TIES TO TI LINE – 5/11/23
ADDED ADDITIONAL TIES – 5/17/23

NOTE:
XX.X = EXISTING ELEVATION



FEMA Flood Zone Data:
FLOOD ZONE(S): AE(10')
NOT WITHIN COASTAL A ZONE
COMMUNITY PANEL #125153 12103C0194 H
REVISED 8/24/21

Assumed Basis of Bearings:
COASTAL CONSTRUCTION CONTROL LINE AS BEING N.17°16'36"W., PER BULKHEAD PLAT BOOK 2, PAGES 79-114, PINELLAS COUNTY RECORDS

Reference Benchmark:
PINELLAS COUNTY MAP #243 (PBE 144 USCE)
ELEV=5.182' NGVD, ADJUSTED TO
ELEV=4.42' NAVD, MSL=0.00'

This survey was prepared without the benefit of a title search and is subject to all easements, rights-of-way, and other matters of record.

Survey not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

This survey is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from latest date shown hereon.

1409-16B.CRD
1409-16.CRD 916 22-23
FIELD BOOK 963 PAGE(S) 21-23

BUILDING ELEVATIONS:

LOWEST LIVING FLOOR ELEV=18.36
GARAGE FLOOR ELEV=6.55
FOYER ELEV=7.12
HIGHEST ADJACENT GRADE ELEV=6.06
LOWEST ADJACENT GRADE ELEV=5.87
WATER HEATER ELEV=17.95
ADJACENT GRADE AT STEPS ELEVS=6.22

ABBREVIATIONS:

(C) = CALCULATED
℄ = CENTERLINE
CB = CONCRETE BLOCK
CM = CONCRETE MONUMENT
ELEV = ELEVATION
GM = GAS METER
ID = IDENTIFICATION
IR = IRON ROD
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
(M) = MEASURED
N&D = NAIL AND DISK
OEP = OPEN END PIPE
(P) = PLAT
PB = POWER BOX
PP = PINCH PIPE
PT = POINT OF TANGENCY
(S) = SET
SW = SOUTHWEST
TBM = TEMPORARY BENCHMARK
TS = TRAFFIC SIGN
WH = WATER HEATER
WPP = WOOD POWER POLE
WM = WATER METER

RIGHT-OF-WAY DATA SOURCE:

RIGHT-OF-WAY DATA FOR GULF BOULEVARD WAS TAKEN FROM FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 15100-1546, SHEET 9 OF 16 AND EXISTING FIELD OCCUPATION.

Job Number: 2012-05-1
Drawn: DS

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 FAX (727) 577-9932

I hereby certify that the Survey represented hereon meets the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
No. 4601
STATE OF FLORIDA
REGISTERED LAND SURVEYOR
JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

NAVINE BEACH 1 RESIDENCE
9900 GULF BLVD TREASURE ISLAND

FLORIDA BUILDING CODES 2020

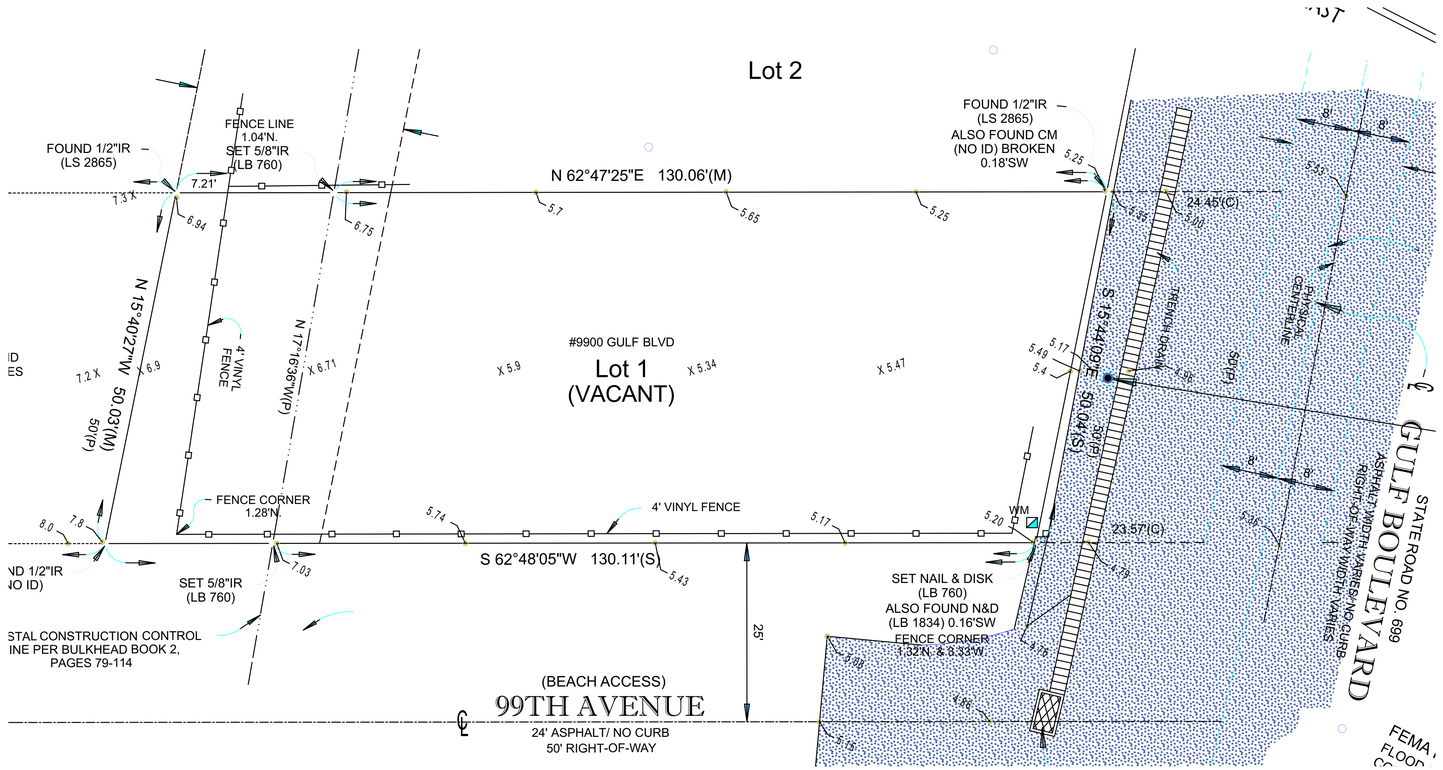
EXPOSURE D	WIND SPEED 160 MILES PER HR.
RISK CATEGORY	II
ENCLOSURE	ENCLOSED
COMPLIANCE CODE	FLORIDA BUILDING CODES 2020

A/C AREA GROUND FLOOR	260 SFF
A/C AREA 2ND FLOOR	1468 SF
A/C AREA 3RD FLOOR	1564 SF
A/C AREA 4TH FLOOR AREA	1280 SF
TOTAL A/C AREA	4312 SF
TOTAL DECK AREAS	950 SF
GARAGE AREA	576 SF
GROSS BUILDING AREA	6460 SF
SITE AREA	6337 SF
POOL DECK AREA	1035 SF
DRIVEWAY AREA	943 SF
TOTAL IMPERVIOUS AREA	2854 SF
% IMPERVIOUS AREA	45 %

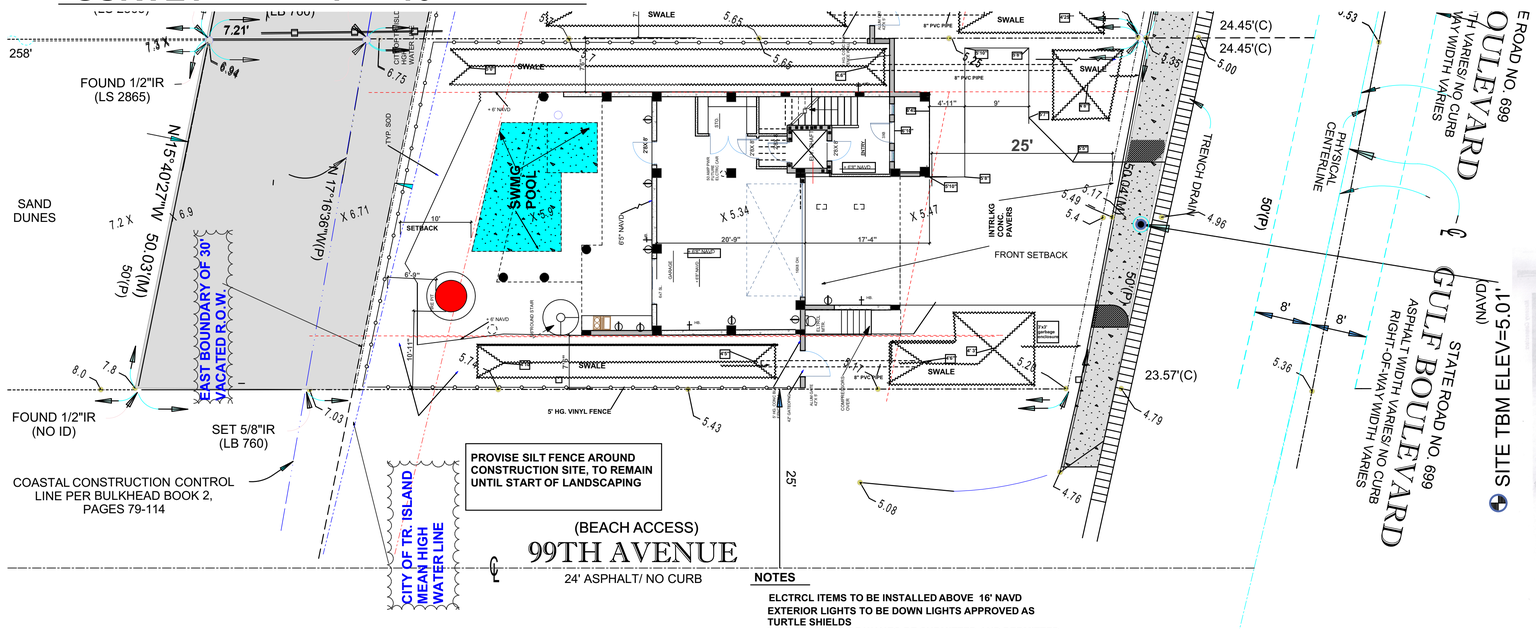
BLDG COVERAGE = 1780/6337 = 33.35%

TABLE 0F CONTENTS

A0	COVER SHEET/ SITE PLAN
AL	LANDSCAPING PLAN
AG	GENERAL NOTES/ PRODUCT APPROVALS/ WIND CALC.
AS1	FOUNDATION PLAN/ TYP. DETAILS
AS2	2ND, 3RD FLOORS FRAMING/ DETAILS
AS2.1	4TH AND ROOF FRAMING PLANS/ DETAILS
A 3	TYP WALL SECTION/DETAILS/ NAILING SCHEDULE
A 4	GROUND , 2ND FLOOR PLANS
A 5	3RD AND 4TH FLOOR PLANS
A 6	ELEVATIONS
A 7	HVAC LAYOUT PLANS
A 8	ELECTRICAL LAYOUT PLANS



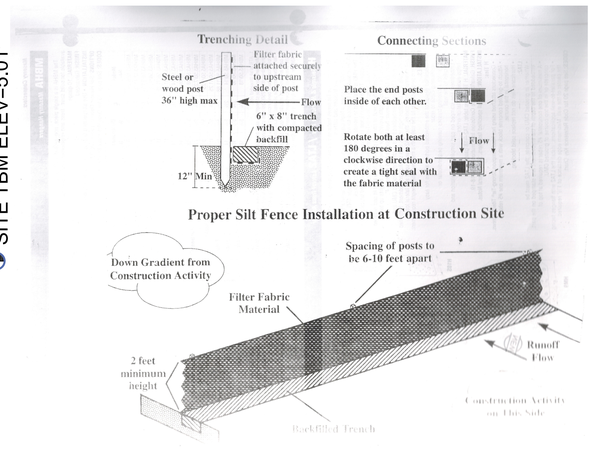
SURVEY **1" = 10'**



NOTES

ELCTRCL ITEMS TO BE INSTALLED ABOVE 16' NAVD
EXTERIOR LIGHTS TO BE DOWN LIGHTS APPROVED AS TURTLE SHIELDS
WORK IN RIGHT OF WAY TO BE SUBMITTED AND PERMITTED BY FDOT
CONC. SIDEWAYS TO BE CONT. THRU DRIVEWAYS
CONTRACTOR TO OBTAIN UTILITY PERMITS FROM PINELLAS COUNTY AND CITY OF TREASURE ISLAND

SITE PLAN **1" = 10'**



SILT FENCE DETAIL

SHEET# A 0 OF
DRAWN
SCALE
DATE
JOB #
PROJECT NAME NAVINE BEACH HOUSE 1
PROJECT ADDRESS 9900 GULF BLVD TR. ISL.
FOR
REVISIONS

MATTA ARCHITECT BUILDER 727-867-0630
ARCHITECT-REG # AA-COO1998 . LIC # AR- 0008695 . GENERAL CONTRACTOR-REG. # RG-00409B . LIC # C-2255
265 8TH AVENUE NORTH . TIERRA VERDE, FLORIDA,33715 . TELEPHONE(727) 867-0630 . FAX(727)867-0630

PUBLIC NOTICE AND PUBLIC HEARING
CITY COMMISSION MEETING
TUESDAY, APRIL 16, 2023 AT 6:00 P.M.
TREASURE ISLAND CITY HALL AUDITORIUM
10451 GULF BLVD
TREASURE ISLAND, FLORIDA

LOCATION: 9900 Gulf Blvd
Treasure Island, FL 33706

OWNER: Bajaj Navia Trust 2100 Mcmullen Rd Largo, FL 33771

ZONING: RFH-50 (Resort Facilities High)

THE CITY COMMISSION WILL CONSIDER THE FOLLOWING CASE FOR THE SUBJECT PROPERTY:

- **CASE NO. VAR-000394-2023**
  An after-the-fact variance request to allow an existing swimming pool to encroach into the 10' setback east of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL) by approx. 2'-1" at the NW corner and approx. 2'-4" at the SW corner of the pool.



PLANS FOR THIS APPLICATION MAY BE REVIEWED AT THE COMMUNITY DEVELOPMENT DEPARTMENT, 10451 GULF BLVD, TREASURE ISLAND, FLORIDA, BETWEEN THE HOURS OF 8:00 AM AND 4:00 PM, MONDAY TO FRIDAY. FOR FURTHER INFORMATION CALL THE COMMUNITY DEVELOPMENT DEPARTMENT AT 547-4575 EXT. 239.

Ex parte communication - The substance of any ex parte communication with a commissioner which relates to quasi-judicial action pending before the Commission is not presumed prejudicial to the action if the subject of the communication and the identity of the entity with whom the communication took place is disclosed and part of the record before final action on

the matter. The commissioner may read a written communication from any person. However, a written communication that relates to quasi-judicial action pending before a commissioner shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter. Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter. Disclosure must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication. (For more information see Florida Statutes 286.0115)

Any person desiring to file an appeal to any action taken by the Commission at this meeting will need a record of the proceedings and for such purpose may be required to ensure that a verbatim transcript is made. Said transcript shall be made by the appellant at his or her expense. The City maintains a tape recording of all public hearings. In the event that you wish to appeal a decision, the tape may or may not adequately insure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

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 10451 Gulf Blvd, Treasure Island, Florida 33706, or by phone at 727-547-4575, at least two working days prior to the meeting to advise what assistance is needed.

NOTE: THE STAFF COMMENTS AND OTHER CORRESPONDENCE MAY ALSO BE VIEWED AT THE COMMUNITY DEVELOPMENT DEPARTMENT OFFICE.

Jesse Miller, CFM
Principal Planner

KAUFMAN, GARY
KAUFMAN, MALGORZATA
3525 RIVERS CALL BLVD
ATLANTA, GA 30339-5660

BAJAJ, NAVIN TRUST
BAJAJ, NAVIN TRE
2100 MCMULLEN RD
LARGO, FL 33771-1151

BAJAJ, NAVIN TRUST
BAJAJ, NAVIN TRE
2100 MCMULLEN RD
LARGO, FL 33771-1151

EL NIDO TOWNHOMES ASSOCIATION INC
C/O PROFESSIONAL CONDO CONCEPTS INC
2181 INDIAN ROCKS RD S STE 1
LARGO, FL 33774-1098

ELIAS, PATRICK C
ELIAS, KAREN M
6546 CREEKVIEW TERR N
PINELLAS PARK, FL 33781-4818

ADOLFSSON, MARCUS
ADOLFSSON, CASEY
6126 KIPPS COLONY DR W
ST PETERSBURG, FL 33707-3970

SSS WATERS PROPERTY LLC
TASJAK PROPERTIES LLC
1004 ECKLES DR
TAMPA, FL 33612-4003

MATHUR, RAJNEESH
MATHUR, MONAL
6932 SILVER SAGE CIR
TAMPA, FL 33634-1151

FALCONER-MILLER, KELLY
MILLER, ROBERT E JR
9866 GULF BLVD UNIT 2
TREASURE ISLAND, FL 33706-3214

CHAVIANO, TERESA I TRE
GROWTH PROTECTION TRUST SERIES 2013 ALA
9872 GULF BLVD UNIT 3
TREASURE ISLAND, FL 33706-3214

BAKER, MARY FRANCES REVOCABLE TRUST
BAKER, MARY FRANCES TRE
9890 GULF BLVD UNIT 5
TREASURE ISLAND, FL 33706-3214

GOLDBERG, BONNIE KIRBY
TILSON, GARY D
9933 GULF BLVD
TREASURE ISLAND, FL 33706-3215

HARNER, DAVID C
HARNER, GAIL P
9925 GULF BLVD
TREASURE ISLAND, FL 33706-3215

LIPHAM, TERRY D
9940 GULF BLVD
TREASURE ISLAND, FL 33706-3216

9924 GULF BLVD LLC
33 SAN CARLOS DR
SAINT CHARLES, MO 63303-4117

NUZZO, JOSEPH
9821 GULF BLVD
TREASURE ISLAND, FL 33706-3213

SHRIYAMUNA TRADERS LLC
10033 S YACHT CLUB DR
TREASURE ISLAND, FL 33706-3101

TWIN TIKI LLC
4604 49TH ST N STE 1246
ST PETERSBURG, FL 33709-3842

MARESTELLA CONDO ASSN INC
159 107TH AVE
TREASURE ISLAND, FL 33706-4715

LIPHAM, TERRY D
9940 GULF BLVD
TREASURE ISLAND, FL 33706-3216

MARESTELLA II CONDO ASSN INC
159 107TH AVE
TREASURE ISLAND, FL 33706-4715

SCHOENAUER, MARJORIE E
9897 GULF BLVD
TREASURE ISLAND, FL 33706-3249





0000

U.S. POSTAGE PAID
SEMINOLE, FL
33772
APR 06, 24
AMOUNT
$12.76
R2305M148134-01

AGENDA ITEM NO. J.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 16, 2024

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second Reading and Public Hearing of Ordinance 2024-05, Amending Chapter 68 “Zoning Regulations” regarding public boardwalks

BACKGROUND:

Comprehensive Plans and Land Development Regulations are the fundamental policy tools of municipalities. Based on a review of the current Land Development Regulations, it was determined that there is no definition of a public boardwalk. The city wishes to establish this definition in relation to existing and proposed boardwalks.

POLICY/PURPOSE:

The purpose of the proposed ordinance is clarify the Land Development Regulations by amending Chapter 68 "Zoning Regulations" to add a definition of public boardwalk and to include a public boardwalk as an allowed structure over water.

STRATEGIC PLAN RELEVANCE:

Goal 1: Foster a vibrant business community

Objective 2: Implement the Economic Development Vision

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

ANALYSIS/DISCUSSION:

The City evaluated the current Land Development Regulations and determined that a clear definition was needed to be more

consistent with existing public boardwalks and to distinguish between public boardwalks and docks. The current definition of a dock states that it must be constructed on pilings and is limited in width. However, based on discussions with regulatory agencies, designs that reduce or eliminate pilings are preferred in an effort to reduce environmental impacts. Therefore, the City is recommending that a definition for a public boardwalk be established for consistency and to allow for alternative construction methods for public boardwalks over water.

FUNDING: No funds are requested at this time.

MOTION: I move to approve / deny Ordinance 2024-05 on second and final reading.

ATTACHMENTS:
Signed LPA Resolution 2024-03.pdf
Ordinance 2024-05 Boardwalk definition addition (02683896).docx
Business Impact Statement - Ordinance 2024-05.docx
Proof of Publication Ordinance 2024-05.pdf

LOCAL PLANNING AGENCY
RESOLUTION NO. 2024-03

A RECOMMENDATION TO THE CITY OF TREASURE ISLAND CITY COMMISSION FOR THE APPROVAL OF AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING ARTICLE I. – IN GENERAL SECTION 68-2 "DEFINITIONS" TO ADD A DEFINITION FOR PUBLIC BOARDWALK; AMENDING SECTION 68-463 "MISCELLANEOUS LOT REGULATIONS" TO INCLUDE A PUBLIC BOARDWALK AS AN ALLOWED STRUCTURE OVER WATER.

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

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

WHEREAS, on March 21, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on March 21, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2024-05 amending Chapter 68, Zoning Regulations and has considered the information received at said public hearing; and

WHEREAS, on March 21, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2024-05 to the City Commission; and

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

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Land Development Regulations, as set forth in Exhibit "A", Ordinance 2024-05, with the recommendation to approve said amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 21st Day of March 2024.

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair
Local Planning Agency

03-21-2024
Date

ORDINANCE 2024-05

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING ARTICLE I. – IN GENERAL SECTION 68-2 "DEFINITIONS" TO ADD A DEFINITION FOR PUBLIC BOARDWALK; AMENDING SECTION 68-463 "MISCELLANEOUS LOT REGULATIONS" TO INCLUDE A PUBLIC BOARDWALK AS AN ALLOWED STRUCTURE OVER WATER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 68 of the City Code of Ordinances ("Code"), entitled "Zoning Regulations," regulates land development pursuant to Chapter 163, F.S. related to growth policy and municipal planning; and

WHEREAS, there is not a definition of a public boardwalk in Chapter 68 of the Land Development Regulations and the City wishes to establish this definition in relation to existing and proposed public boardwalks; and

WHEREAS, the City Commission wishes to amend Chapter 68 "Zoning Regulations" to provide a definition of a public boardwalk and to allow public boardwalks as allowed structures over water; and

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

WHEREAS, the Local Planning Agency met on March 21, 2024, and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable to clarify various requirements in the Code; and

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

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

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

SECTION 2. That section 68-2 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-2. Definitions.

Unless specifically defined below or in the specific article in which they appear, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage, and to give these regulations their most reasonable application. For the purpose of enforcing and administering this chapter, the following words shall have the definitions and meanings as herein set forth.

Abutting means to physically touch or border upon, or to share a common property line.

Access, vehicular means the principal means of vehicular ingress and egress to property from a right-of-way or easement.

Accessory use or structure means a use or a structure subordinate to the principal use or building on the same lot and serving a purpose customarily incidental to the use of the principal building, provided any such structure is built with or after the construction of the principal building.

Adjacent means property that touches or is directly across a street, access easement, alley, or right-of-way (except those properties separated by an arterial or collector street) from the subject property.

Adult entertainment establishment means a site or premises, or portion thereof, upon which certain adult use activities or operations are conducted, such as, but not limited to adult arcade, adult bookstore, adult booth, adult theater, special cabarets, physical culture establishments, and adult photographic or modeling studios, including any business establishment whose primary business stock in trade is dependent upon the activities relating to specified sexual activities or specified anatomical areas.

Alcoholic beverage establishment means any establishment devoted primarily to the retail sale of alcoholic beverages for consumption on the premises.

Alley means a public right-of-way which affords only a secondary means of access to abutting property.

Alteration means any change, rearrangement, enlargement, extension, reduction of any structure or part thereof or moving on the same site.

Amortization means the installment costs of a use or structure extended throughout a predetermined life of such use or structure.

Ancillary nonresidential use means off-street parking, drainage retention areas, and open space buffer areas for adjacent, contiguous nonresidential uses.

Animal hospital means any building or portion thereof designed or used for the veterinary care, surgical procedures or treatment of animals, but not boarding of well animals.

Antenna means any exterior transmitting or receiving device used in communications that radiates or captures electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar), wireless communications signals or other communication signals.

Arcade means a series of arches supported by columns, piers, or pillars, either freestanding or attached to a wall to form a covered passageway.

Architect means a person licensed by the state to practice architecture.

Artist studio means a worker's workroom for an individual and their employees for the purposes of activities including but not limited to painting, drawing, ceramics, sculpture, jewelry making, photography, graphic design, dance, glass blowing, film-making, video or film production.

Assembly occupancies means occupancies that include, but are not limited to all buildings or portions of buildings used for gatherings of persons, for such purposes as seminars, conventions, conferences, deliberation, entertainment, dining, religious institution use, amusement facilities or awaiting transportation.

Automobile gas station means any building, structure or land used primarily for the dispensing, sale or offering for sale at retail of any automotive fuels or oils.

Automobile service station means any building, structure or land used primarily for the dispensing, sale or offering for sale at retail of any automobile fuels, oils or accessories, but not including major repair work such as motor overhaul, body and fender repair or spray painting. An automobile service station may provide for minor repair of vehicles and rental of automobiles or trailers.

Availability/available with regard to the provisions of facilities and services concurrent with the impacts of development, means that at a minimum the facilities and services will be provided in accordance with the standards set forth in F.A.C. 9J-5.0055(2).

Awning means an accessory structure, either temporary or permanent, which is supported by an open framework and is covered by material such as but not limited to cloth, plastic, fiberglass, or metal.

Bar. (See "alcoholic beverage establishment.")

Base flood elevation means the elevation of the flood having a one percent chance of being equaled or exceeded in a year as depicted on the flood insurance rate map (FIRM).

Beach shelter means an accessory structure temporary or permanent, consisting of one or more columns and a roof and not including walls or a floor or facilities of any type.

Board of adjustment, for the purposes of this Code, shall mean the planning and zoning board.

Boarding house (rooming house) means a building other than a hotel or motel where lodging with or without meals for three or more persons not of the immediate family is provided for compensation.

Buffer area means a natural or landscaped area or strip of land, with or without such physical separation devices as a fence or wall, established to separate and insulate one type of use from another use; or to shield or block noise, lights or other considerations; or to separate development from a natural feature so as to reduce the incompatibility between uses or features and protect the integrity of each.

Building means any structure having a roof supported by columns or walls designed or built for the support, enclosure, shelter or protection of persons, animals, chattels, or property of any kind.

Building height means the vertical distance from the average finished grade of all exterior corners to the highest point of the building, not including those structures specifically permitted to extend beyond the height of the building. On any site where construction is required to adhere to the base flood elevation, as established for the National Flood Insurance Act of 1968, the building height is the vertical distance from the first living level or the tidal floodplain, whichever is lower, to the highest point of the building not including those structures specifically permitted to extend beyond the height of the building.

Building setback line means the required minimum horizontal distance between the front, rear or side lines of the lot and the front, rear or side lines of the building.

Building site means that part of a parcel of land designed to be occupied by the principal building and such accessory buildings or uses customarily incidental to it.

Bus shelter means a covered structure, usually having three walls, located on or adjacent to the right-of-way of a street and designed primarily for the protection and convenience of bus passengers.

Bush means a woody plant, smaller than a tree and having many stems branching out low instead of one main stem or trunk; shrub.

Cafeteria. (See "restaurant.")

Car wash means an establishment for the washing, cleaning, waxing and polishing of the exterior surface of passenger vehicles; and for the incidental cleaning and vacuuming of the interior passenger sections.

Child day care center means a licensed facility which provides, for any portion of the day, care-giving services to three or more persons under the age of 18, who are not related to the owner or operator.

City means the City of Treasure Island located within Pinellas County, Florida.

City manager means the city manager of the city.

Clinic, medical means a facility which does not provide for overnight accommodations wherein professional services concerning personal health of humans are administered by medical doctors, chiropractors, osteopaths, optometrists, dentists or any other such profession, which may lawfully be practiced in the state.

Clinic, veterinary means a facility which provides for care of animals wholly within a soundproof, air conditioned structure and wherein overnight boarding of animals is accommodated for medical reasons.

Club, private means building and facilities owned or operated by a corporation, association, person or persons for social, educational or recreational purpose, but not primarily for profit or to render a service which is customarily carried on as a business.

Commercial means a use or other activity, involving the sale or offering, of goods or services for any and all kinds of vocations, occupations, professions, trades, enterprises, establishments, and all other kinds of activities and matters, together with all devices, machines, private, for profit or not, whether salaried or unsalaried, either directly or indirectly, on any premises in this city, or anywhere else within its jurisdiction.

Commercial property means a building, site, or portion of a structure where commercial use activities occur.

Commercial recreation use means a use of the property for a commercial purpose for a per use fee, where the use of the property by the customer is for a recreational use, such as a miniature golf course, a fishing pier or a commercial swimming pool.

Common lot line means a line dividing one lot or parcel from another.

Community residential home, as defined in F.S. § 419.001, means "a dwelling unit licensed to serve clients of the state department of children and family services, which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents." This term may include adult congregate living facilities (ACLFs), assisted living facilities (ALFs), and other comparable care and rehabilitative facilities meeting the statutory definition. This category is restricted to persons who do not require special provisions for emergency evacuation.

Comprehensive plan means the comprehensive plan as defined by F.S. ch. 163 "Community Planning Act" as adopted by the city and which may consist of several maps, data and other descriptive matter, for the physical development of the city or any portion thereof, including any amendments, extensions or additions thereto, indicating the general location for major streets, parks, public utilities, land use or other similar information.

Concurrency means that the necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur.

Concurrency management system means the procedures and/or process that the city will utilize to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.

Condo-hotel means a hotel or motel comprised of units that are owned by an individual, corporation, or any other legal entity having mandatory membership into an association comprised of all owners within the same development, and is a building or buildings, collectively, "facility", containing individual guest rooms, units or efficiencies for which daily, weekly or monthly lodging is provided as transient accommodations.

Condominium means a form of ownership as defined by state statutes.

Contiguous means the same as abutting.

County means Pinellas County, Florida.

Coverage. (See "lot coverage.")

Density means the number of dwelling units and hotel or motel units permitted on a particular lot or parcel of property. In determining the number of units permitted on a lot or parcel of land, any fraction of a unit in excess of eight-tenths shall be considered to be a whole unit.

Developer means any party seeking to alter the pre-existing conditions on a lot or parcel of land through such activities as the grading, excavation, dredging, filling, paving, construction of new buildings or accessory structures, expansion of existing buildings or accessory structures, total or partial demolition of existing buildings or accessory structures, connection to public utilities, and other activities commonly associated with the improvement of real property.

Development means any construction, structures, creation of structures or alteration of the land surface or natural resources which requires authorization by the city through issuance of a development order.

Development activity means any of the following activities:

(1) Construction, clearing, filling, excavating, grading, paving dredging, mining, drilling or otherwise significantly disturbing the soil of a site.

(2) Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or water management system, and including the long-term storage of materials.

(3) Subdividing land into two or more parcels.

(4) A tree removal for which authorization is required under this Code.

(5) Erection of a sign for which authorization is required under this Code.

(6) Alteration of a historic property for which authorization is required under this Code.

(7) Changing the use of a site so that the need for parking is increased.

(8) Construction, elimination or alteration of a driveway onto a public street.

Development order means any order granting, denying or granting with conditions an application for a development permit.

Development permit means any one of the following:

(1) Building permit;

(2) Site plan;

(3) Final plat;

(4) Special exception;

(5) Variance;

(6) Development orders for developments of regional impact as defined in F.S. § 380.06; and

(7) Any other official action of the city having the effect of permitting the development of land.

Development rights means the number of dwelling units or the amount of commercial square footage which may be constructed on a particular parcel or lot as specified in the zoning regulations.

Director means the city manager of the city and/or those to whom he has charged the enforcement or interpretation of the land development regulations or selected provisions thereof.

District means any certain described area to which these regulations apply and within which the zoning regulations are uniform.

Dwelling, multiple-family means a building designed for and/or containing three or more dwelling units.

Dwelling, residential means a single-family, two-family (duplex), or multiple-family dwelling which is not a tourist dwelling.

Dwelling, single-family means a building designed for and/or containing only one dwelling unit.

Dwelling, tourist means a single-family, two-family or multifamily dwelling which is used as a tourist dwelling. A residential dwelling shall be considered a tourist dwelling according to the following criteria:

(1) If the single-family, two-family or multifamily dwelling is subject to or operates under any arrangement plan or design whereby the use of the dwelling or unit in the

dwelling has been segmented over time so that owners, lessees or holders (regardless of the form of ownership or the form in which the right to use is expressed) of such unit has a recurring exclusive right to use either that dwelling or unit or another unit in the same dwelling according to a predetermined fixed schedule and only if the schedule would permit in any one year a change or turnover of occupancy six or more times, it shall be considered a tourist dwelling.

(2) If the single-family, two-family or multifamily dwelling operates under or is subject to an arrangement plan or design whereby sleeping accommodations and sanitary facilities in the dwelling or in a unit in the dwelling are offered to the public or reserved to private parties, or are advertised as being available, and the use thereof by members of the public or private parties is primarily on a daily, weekly, monthly or seasonal basis, it shall be considered a tourist dwelling. Provided that when the dwelling or unit in the dwelling is the legal domicile, and/or the sole permanent residence of the occupant, occupants, and/or guest(s), a rebuttable presumption arises that the dwelling or unit in the dwelling is not being used as a tourist dwelling. Provided further that if the turnover in occupancy of such dwelling or unit in the dwelling does not change more frequently than six times or more in any continuous 12-month period, then a rebuttable presumption shall arise that the dwelling or unit in the dwelling is not being used as a tourist dwelling. In determining whether a property is used as a tourist dwelling, such determination shall be made without regard to the form of ownership of the dwelling or unit in the dwelling, or whether the occupant, or occupants, has or have a direct or indirect ownership interest in the dwelling or unit; and without regard to whether the right of occupancy arises from a rental agreement other agreement, or the payment of consideration.

(3) In addition to the above, if a single-family dwelling located in the RU-75 zoning district is operated or used in such a way that it has a turnover in occupancy of more than two times in any one year, it shall create a rebuttable presumption that such single-family dwelling is a tourist dwelling.

Dwelling, two-family (duplex) means a building designed for and/or containing two dwelling units.

Dwelling unit (d.u.) means a single unit consisting of not less than 500 square feet of living area providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating, cooking and sanitation, but not including recreation vehicles, tents, hotels, motels or boardinghouses.

Easement means a grant of a right to use land for specified purposes. It is an interest in land granted for limited use.

Educational facilities means a location used for instruction in any branch of knowledge, and including the following: elementary, middle, and high schools, whether public or private; colleges, community colleges and universities; vocational and professional schools giving instruction in vocational, professional, technical, industrial, musical, dancing, dramatic, artistic, linguistic, scientific, religious or other special subjects.

Effluent means the emission of pollutants from any source.

Engineer means a person professionally licensed by the state to practice engineering.

Essential services means public utility facilities above ground which are related to the water, sanitary sewer, storm drainage, solid waste, telephone, cable television, gas

and electrical collection or distribution systems that service the city but not including buildings housing employees; or administrative or recreational facilities.

Excavations means removal of 100 cubic yards or more of earth material for purposes other than that incidental to and on the site of authorized construction.

Exhibit hall means an indoor facility for the display of items, art, or materials to the public. This facility may also serve as a place of assembly for lectures or instruction.

FAA means the Federal Aviation Administration.

Fair market value means the value of property or structures, as used in the definition of substantial improvement, as determined by the county property appraiser, or M.A.I. or S.R.A. appraisal, either before the improvement was started, or if the structure has been damaged and is being restored, before the damage occurred.

Family means one or more persons permanently occupying a dwelling unit and living together as a single, nonprofit household unit (excluding section 68-493 pertaining to home occupations). Family does not include any society, club, fraternity, sorority, association, or like organization. This definition does not include any group of individuals whose association is temporary or seasonal or similar to a tourist dwelling, resort, boardinghouse, motel or hotel. This definition shall be construed to include those individuals protected as a family unit by the Fair Housing Act or other applicable laws that do not result in a fundamental alteration of the city's local zoning regulations.

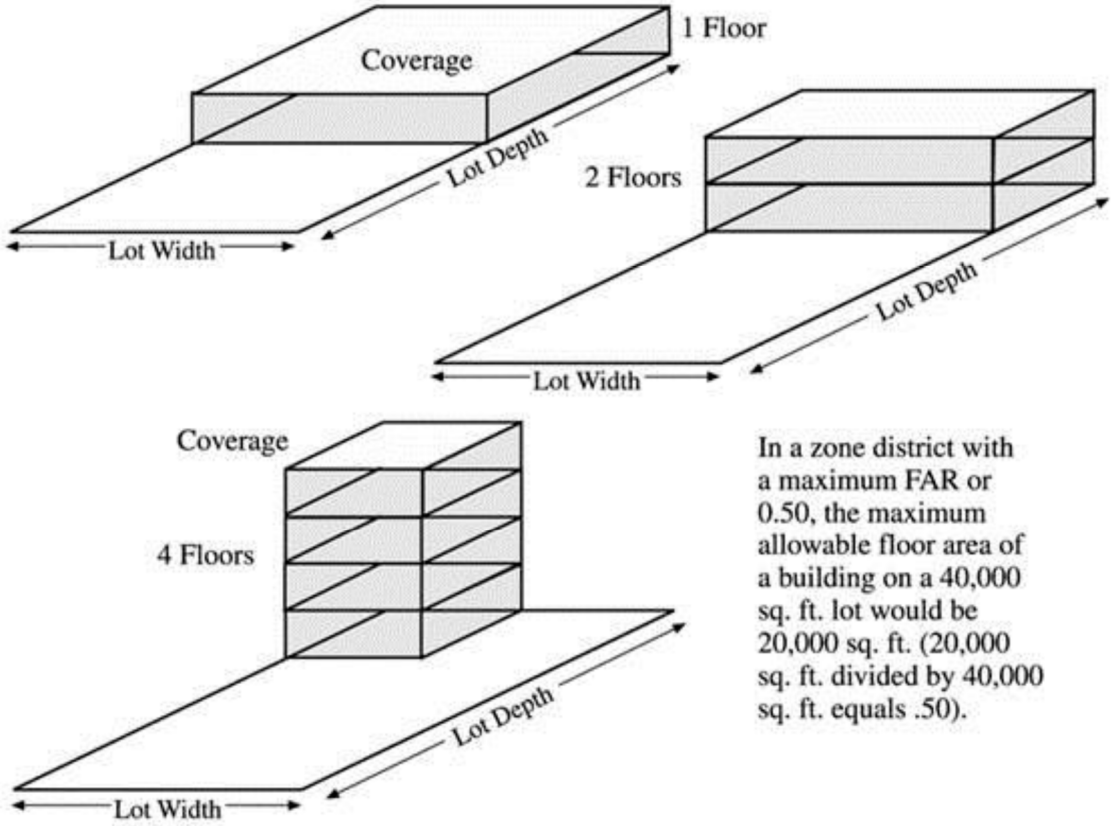
FCC means the Federal Communications Commission.

Fence (garden wall) means any construction of wood, metal, wire mesh, masonry or other materials, erected for the purpose of privacy, protection or ornamentation.

Final development order means a development permit as defined.

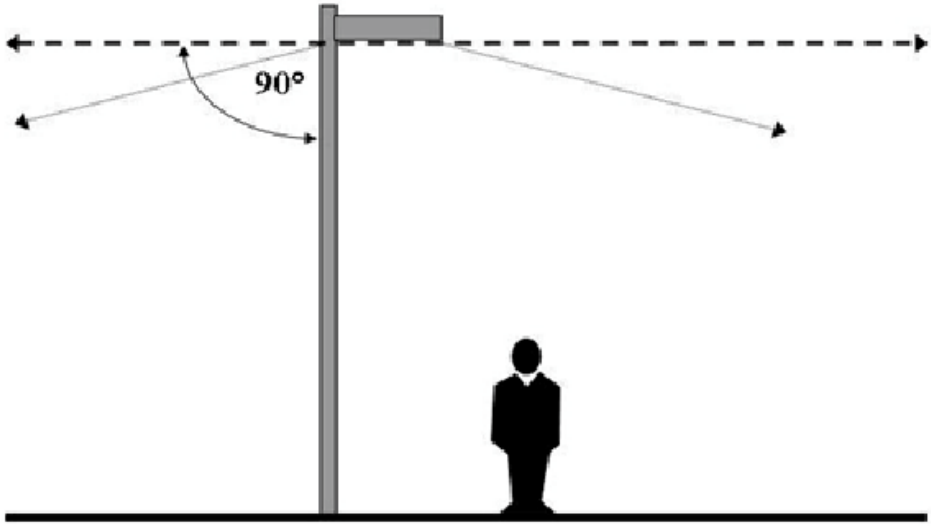
Floor area (gross/total) means the sum of the square footage of the floor area of a structure above the base flood elevation plus the square footage of floor area below the base flood elevation that is enclosed measured from the exterior face of the exterior walls or from the centerline of a wall separating two buildings, but not including interior parking spaces or loading space for motor vehicles.

Floor area ratio (FAR) means a measurement of the intensity of building development on a site. A floor area ratio is the relationship between the gross floor area on a site and the net land area. The FAR is calculated by adding together the gross floor areas of all buildings on the site and division by the net land area.



NOTE: Variations may occur if upper floors are stepped back from ground level lot coverage.

		Gross Building Area (All Floors)
Floor Area Ratio (FAR)	=	
		Lot Area



Footcandle means a unit of measure of the intensity of light falling on a surface, equal to one lumen per square foot.

Full cutoff fixture means a type of light fixture with no light emitted above the horizontal no light dispersion or direct glare shines above a 90-degree, horizontal plane from the base of the fixtures.

Frontage means the length of the property line for a parcel which runs parallel to, and along, a road right-of-way or public or approved private street, exclusive of alleyways.

Governing body means the city commission of the city as legally constituted.

Grade (finished) means the finished elevation of a site after all fill, land balancing or site preparations have been completed. Finished grade shall not exceed the base flood elevation. The first inch of rainfall must be contained on-site.

Grandfather clause means a clause creating an exemption based on circumstances previously existing.

Gross usable area means that area which is considered to be the total floor area of a building, minus specified storage areas. The gross usable area shall include all service, kitchen, and outdoor areas used for the purposes of the business.

Group home, as licensed by the state department of children and family services, means a residential family living environment with supervision for six or less people. This is not considered a commercial use. Such a home is for persons who do not require special provisions for emergency evacuation. In addition, no such home may be located within 1,000 feet of another existing group home, with the said distance to be measured in a straight line from the nearest point of the property line of the existing home to the nearest point of the property line of the proposed home, except as provided by law

Hedge means a dense row of shrubs or bushes forming a boundary.

Height means, when referring to a tower, antenna or other structure, the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, even if the highest point on the tower or structure is an antenna.

Home occupation means the occupation of an individual and/or members of his immediate family conducted entirely in their dwelling when such dwelling is the principal

use of the property and all the conditions of this Code, for home occupations, can be affirmatively evidenced and complied with.

Hotel or motel means a building or buildings, collectively, "facility," containing individual guest rooms, units or efficiencies for which daily, weekly or monthly lodging is provided as transient accommodations.

Hotel or motel unit means a room or group of rooms within a hotel or motel, as defined, with individual sleeping facilities having one entrance door.

Impervious surface means a surface that has been compacted or covered with a layer of material so that it is highly resistant to or prevents infiltration by stormwater. It includes surfaces such as compacted limerock, or clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots and other similar surfaces.

Impervious surface ratio (ISR) means a measure of the intensity of hard surfaced development on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the net land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the net land area.

Indoor entertainment facility means a location which provides for activities within the confines of a building. Such uses shall include but not be limited to arcade games, miniature golf, movie theater, music, playground equipment, bowling, archery, skating, batting cages, etc. This may also be a location for an exercise facility, martial arts, theater arts, and dance instruction. These facilities generally provide an accessory snack or beverage bar for their patrons.

Junk means inoperative, dilapidated, abandoned or wrecked materials, including but not limited to automobiles, trucks, tractors, wagons, boats and other kinds of vehicles and parts thereof, scrap materials, scrap building material, scrap contractors' equipment, tanks, casks, cans, barrels, boxes, drums, piping, bottles, glass, old iron, machinery and the like.

Junkyard means a place where junk, waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including automobile wrecking yards where vehicles are dismantled or wrecked and the used parts are stored and/or sold, house wrecking, and structural steel materials and equipment but not including the purchase or storage of used furniture and household equipment, used cars in operable condition, used or salvaged materials as a part of manufacturing operations.

Kennel means an establishment where domestic animals are bred, boarded or sold.

Land balancing means any operation such as cut and fill, cutting and scraping or similar procedures involving 100 cubic yards or more of material wherein a parcel, lot, tract or building site topography is altered.

Land Use means the development that has occurred on the land, the development that is proposed on the land, or the use that is permitted or permissible on the land, under an adopted comprehensive plan or element or portion thereof and land development regulations.

Landfill (earth, soil and hard materials) means addition of 100 yards or more of earth, topsoil, sand, gravel, rock, concrete products or bricks to any lot or parcel other than that incidental to and on the site of authorized construction.

Landscape architect means a person licensed by the state to practice landscape architecture.

Landscape area or green space means an area or areas including beautification strips, consisting of those materials, such as, but not limited to hedges, trees, planted ground cover, sodded and grassed areas and planted floral installations, all of which must be composed of natural plantings only, as distinguished from artificially manufactured planting reproductions.

Liner building means a shallow storefront at ground level, but may extend to the second story and above, used to block the appearance of vehicles in a parking garage along the principal streets.

Live-work unit means a building in which offices, studios, or other commercial uses are located on the first floor and a residential dwelling unit is located above the first floor.

Living level means the number of floors in a building above the base flood elevation.

Loading space (berth) means a space which provides for the loading or unloading of service vehicles and has a minimum size of 12 feet in width, 30 feet in length and 14 feet in height.

Lot means a parcel of land occupied or intended for occupancy by a use permitted in these regulations, including all structures, required yards, parking spaces, and open space and having frontage upon a public or private street right-of-way or easement for ingress and egress purposes. (See "parcel.")

Lot area means the horizontal plane area within the lot lines expressed in these regulations in square feet or acres exclusive of public or private dedications.

Lot, corner means a lot abutting upon two or more streets at their intersection or at a street corner having an interior angle not greater than 135 degrees. All boundaries abutting streets shall be considered front yards, all other boundaries shall be considered side yards. (See Attachment One).

Lot coverage means the area of the lot expressed as a percentage of the total lot area covered by the ground floor of all principal and accessory uses and structures, including all areas covered by the roof of such uses and structures measured along the exterior faces of the walls or along the foundation wall line or between the exterior faces of supporting columns or from the centerline of walls separating two buildings or a combination of the foregoing whichever produces the greatest total ground coverage for such uses and structures.

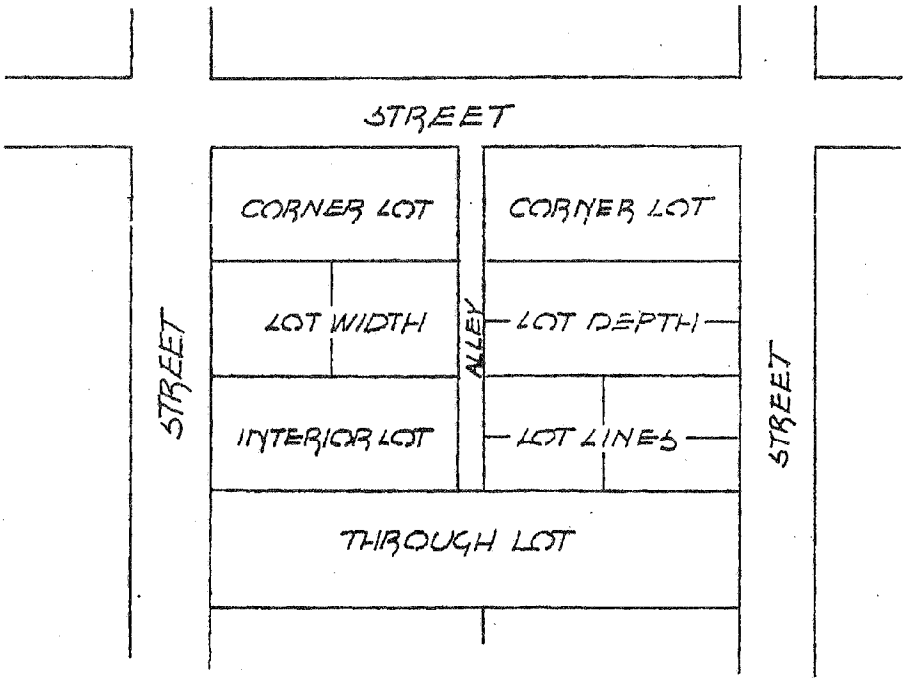
Lot depth means the horizontal distance between the front and rear lot lines measured in the mean direction of the side lines of the lot from the midpoint of the front lot line to the midpoint of the opposite mean rear line of the lot.

Lot, interior means a lot other than a corner lot with frontage on one street only. (See Attachment One).

Lot line means the line bounding a lot as herein defined as established by ownership except that where a lot line lies within a private street or waterway the edge of the private street right-of-way or waterway shall be considered to be the lot line for the purposes of calculating density, lot, yard and bulk requirements.

Lot, through (double frontage) means an interior lot which has street frontages at opposite boundaries of the lot excluding alleys. (See Attachment One).

Attachment One



Lot width means the horizontal distance between the side lot lines measured along the front building setback line of the lot as determined by the prescribed front yard requirements of the zoning district.

Lumen means the unit of measure used to quantify the amount of light produced by a lamp or emitted from a luminaire (as distinct from "watt," a measure of power consumption).

Luminaire means the complete lighting unit (fixture), consisting of a lamp, or lamps and ballast(s) (when applicable), together with the parts designed to distribute the light (reflector, lens, diffuser), to position and protect the lamps, and to connect the lamps to the power supply.

Marina, boat yard means a site or commercial establishment which provides minor repair, maintenance or sale of boats, marine engines, marine equipment and marine services of all kinds; including but not limited to rental of covered or uncovered boat slips, dock space, enclosed dry storage space, marine railways or lifting or launching services.

Mean high water means the average height of the high waters over a 19-year period; or for shorter periods of observations, the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value as defined in state statutes.

Mean high waterline means the intersection of the tidal plane of mean high water with the shore as defined in state statutes.

Medical marijuana treatment center means an entity defined in Article X, Section 29 of the Florida Constitution, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Florida Department of Health.

Medical marijuana treatment center dispensing facilities means a facility that is established or operated by a medical marijuana treatment center where medical marijuana or any product derived therefrom is dispensed at retail.

Mixed use means a combination of uses on a single property.

Mixed-use building means a building that contains two or more of the following major use types: residential dwelling units, tourist dwelling units, office, or retail establishments.

Mixed-use development means a building, site, or structure whose use will be for two or more of the following major use types: residential dwelling units, tourist dwelling units, office, or retail establishments.

Motel. (See "hotel or motel.")

Net usable area means the area accessible to the public, excluding rest rooms, hallways, kitchens, areas behind bars, but including customer waiting areas, exterior patios and decks that are used for customer service.

Noise means a subjective description to an undesirable or unwanted sound. (See "sound.")

Nonresidential use or property means a building, site, or structure which use does not provide for single-family, two family (duplex), or multifamily dwellings.

Nonconforming lot means a single lot, tract or parcel of land shown on either a recorded or unrecorded map, plat, drawing or survey, where such map, plat, drawing or survey was in existence at the time of the adoption of Ordinance 78-18, adopted on February 1, 1979, such lot failing to meet the requirements for area, width and/or depth for any permitted use within the zoning district in which it is located.

Nonconforming structure or use means a structure or land use legally existing at the time of the passage of this Code or amendment thereto, which does not conform to the provisions, requirements, and regulations of the zoning districts in which it is located.

Nursery school or kindergarten means any premises or portion thereof used for educational work or parental care of nonresident children of less than the age required for enrollment in the public school system whether or not for compensation as licensed by the state.

Nursing home or convalescent home means a home for the aged or infirm in which three or more persons not of the immediate family are received, kept or provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar establishments devoted primarily to the diagnosis and treatment of the sick or injured as licensed by the state.

Occupants means the total number of persons that may occupy a building or portion thereof or other areas designated for occupancy or use at any one time. The term "other areas designated for occupancy or use" shall be deemed to include, but not be limited to, decks, patios, piers, wharves, or other improved areas of the site for use by the patrons.

Odor means an objectionable smell response in a human being.

Off-site means located outside the lot or parcel lines of the principal use.

Office means a building, room or space where clerical or administrative activities are performed or wherein specialized services such as the offices of a doctor, dentist, lawyer, engineer, architect, chiropractor, osteopath, insurance agent or real estate broker are provided.

Official land use map also known as the official future land use map means the official land use map of the city which depicts the future land use classifications of the comprehensive plan. Such map is herewith adopted by reference and shall not be changed except by order of the city commission as provided for herein.

Official zoning map means the map of all zoning districts, delineating the boundaries of the zoning districts, together with all matters and things shown on such maps, as they are updated and amended from time to time, collectively constitute the "official zoning map." The official zoning map is incorporated by reference and made a part of the land development regulations.

Open space means undeveloped land which is suitable for passive recreation, preservation, or conservation uses.

Outdoor dining means an unenclosed, open air area that contains tables, chairs and other similar facilities which is accessory to a licensed and operating restaurant, bakery, café, candy, confectionary and ice cream stores where food and beverage are served and consumed for pay. Outdoor dining shall not include the preparation of food or beverages, cooking, storage or placement of equipment of any kind, except the temporary placement of implements associated with the service of food. Outdoor dining does not include open air market, outdoor display, outdoor storage, mobile food vending vehicles or any use of property that does not provide a permanent structure for restrooms and kitchen facilities.

Outdoor display means the placement of merchandise, commodities, equipment, materials or articles outside of a building for the purposes of attracting customers and displaying examples of items that are for sale within a building. Display shall be limited to the placement of sample items for sale within the building.

Outdoor occupied space means an area that is not enclosed, but is designed and intended for use on an occasional or more frequent basis. Outdoor occupied space may include patios at restaurants, outdoor garden centers, decks for outdoor music, children's play areas, etc. if the space is intended for use in connection with the principal use.

Outdoor storage means the accumulation of merchandise, commodities, equipment, materials, containers, semi-trailers, inoperable vehicles, or articles outside of a building either used as stock in trade or related to the use of the site. This term does not include outdoor display.

Parcel means a tract of land which may be described by metes and bounds or plat. (See "lot.")

Parking area means any public or private land area designated and used for parking motor vehicles including parking lots, garages, private driveways, and legally designated areas of public streets.

Parking lot means an off-street, ground level area improved for the temporary storage of licensed operable motor vehicles. Does not include an area used exclusively for the display of motor vehicles for sale as part of an automobile dealership (all references to parking lot may be commercial, private, valet, and/or public in nature unless otherwise specified).

Parking lot, accessory means a parking lot that is located on the same lot as the permitted or special exception use and is subordinate to such use.

Parking lot, off-site means located outside the lot or parcel lines of the principal use.

Parking lot, shared means parking facilities that may be used jointly with parking facilities for other uses when operations are not normally conducted during the same hours, or when hours of peak use vary, or when excess parking is available; joint use of a parking lot or area for more than one principal use.

Parking lot or structure, commercial means a lot or parcel of land or portion thereof, which is not accessory to any other use of the same or any other lot or parcel, and contains parking space rented to the general public for a fee.

Parking lot or structure, private means a parking lot or structure for the exclusive use of the owners, tenants, lessees, or occupants of the lot or parcel on which the parking area is located or their customers, employees, or whomever else they permit to use the parking area.

Parking lot or structure, public means a parking lot or structure available to the public with or without payment of a fee.

Parking lot, temporary means a parking lot established for a fixed period of time. The use will terminate automatically upon expiration of the fixed time period unless permission to conduct the use is renewed.

Parking lot, valet means the parking of vehicles where a fee may or may not be charged by an attendant provided by the establishment for which the parking is provided.

Parking, off-street means a parking area improved for licensed motor vehicles, temporarily stored in connection with a use requiring same. It includes parking spaces, aisles, access drives, landscaped areas, and vehicular access to a public street.

Parking, on-street means the storage space for a licensed motor vehicle that is located within the street right-of-way.

Parking, remote means a parking lot or structure on a site other than the property it serves, usually at a substantial distance, and often connected by a shuttle bus, but located on Treasure Island.

Parking space means an area, enclosed or unenclosed, sufficient in size to store one motor vehicle and permitting the necessary ingress and egress of a motor vehicle.

Parking, special event means parking for a recurring or non-recurring special event activity.

Parking, stacked means the parking of cars in a parallel line, one in back of the other on private property.

Parking structure means a structure designed to accommodate vehicular parking spaces that are fully or partially enclosed or located on the deck surface of a building. This definition includes parking garages and parking decks.

Pedestrian friendly zone means an area on private property, at least four-foot wide, adjacent and parallel to the public right-of-way. The area is meant to expand the sidewalk for the public to utilize.

Permitted use means the specific purposes for which lands or buildings are maintained in accordance with the zoning district regulations of this Code.

Personal service store means an establishment which provides personal services directly to the consumer, such as barbershop, beauty shop and dry cleaning, but which does not have as its primary function the sale of retail goods.

Pervious area—Open space means any portion of lot or parcel not required, designated or encumbered by either principal or accessory uses, buildings and structures and other site uses. Such open area may be landscaped or retained in the natural state;

however, no improvements or alterations will be permitted which would hinder the area's natural percolation of rain water or stormwater runoff.

Planning and zoning board means the advisory body to the city commission of the city as legally established and referenced in this Code.

Plat means a map depicting the division or subdivision of land into lots, blocks, parcels, tracts or portions thereof; however the same may be designated.

Plat of record means a plat which conforms to all the requirements of the applicable laws of the state and this Code and has been filed and recorded in the office of the clerk of the circuit court for the county.

Preliminary development order is one of the following:

(1) Rezoning;
(2) Special exception;
(3) Preliminary plat approval.

Premises means any lot and/or all buildings and structures thereon.

Principal use or structure means a use or a structure in which is conducted the predominant or primary function or activity of the lot upon which it is located.

Private yacht club means a site of at least six acres or more which contains at least 20 boat slips contiguous thereto, owned by its members, which members pay dues assessed on no less than an annual basis, the use of which is restricted predominantly to the members and owners, and the use of which is primarily devoted to the promotion of private yachting and boating activities, tennis and other outdoor sports and social activities related thereto.

Professional planner means a person who is a full member of the American Institute of Certified Planners and may be registered by the state as a professional planner.

Professional services means business, including but not limited to, providing the following: medical, veterinary, and other health care services; legal services; consulting, engineering and architectural services; and accounting, auditing, and bookkeeping services in an office setting.

Property line. (See "lot line.")

Property owners' association means a nonprofit organization recognized as such under the laws of the state operated under recorded land agreements through which each owner of a portion of a subdivision, be it a lot, home, property or any other interest, is automatically subject to a charge for a prorated share of expenses either direct or indirect for maintaining common properties within the subdivision, such as roads, parks, recreational areas, common areas or other similar properties. Within the text of this Code, a property owners' association is considered a single entity for property ownership.

Public Boardwalk means a public walkway constructed on public lands, which include right-of ways, easements, and properties owned by the city. The public walkway may extend up to the entire length of the property and may extend over water up to seven (7) feet from the centerline of the seawall. A public boardwalk provides public access for the purpose of public recreation and gathering.

Public facilities and services means those covered by the city comprehensive plan required by F.S. § 163.3177, and for which level of service standards must be adopted. These are:

(1) Roads;

(2) Sanitary sewer;
(3) Solid waste;
(4) Drainage;
(5) Potable water;
(6) Parks and recreation.

Public notice means the legal advertisement given of an action or proposed action of the city commission as set forth in these regulations or applicable statute of the state.

Public, semi-public uses means those primary and secondary uses listed under the P (Preservation), R/OS (Recreation/Open Space), I (Institutional), and T/U (Transportation/Utility) zoning districts.

Rear lines means those lines adjoining lots or alleys in the rear.

Recreation area or space (private) means an accessory use consisting of one or more areas, enclosed with a structure and/or open, devoted to the active and/or passive recreational enjoyment of one or more persons residing within the principal use to which it is accessory. When developed and/or equipped for various recreational pursuits, the areas shall not be allowed for any other required site uses except open and/or rear building setback areas.

Religious institution use means a site, premise, or location that is used principally, primarily, or exclusively for the purposes of religious exercise as protected by the Religious Land Use and Institutionalized Persons Act.

Residential structure means a structure whose use will be for a single-family home, two-family (duplex), three-family dwelling units, or multifamily dwellings inclusive of apartment house, a townhouse, a condominium, or any type of dwelling unit.

Residential use or property means a building, site, or structure whose use will be for a single-family, two-family (duplex), three-family dwelling or multifamily dwellings.

Restaurant means an establishment where food is ordered from a menu, prepared and served for pay, for consumption on the premises but not a drive-in restaurant.

Restaurant, drive-in means any food or beverage dispensing operation at retail to the general public where the public is served while remaining in automobiles or other motor vehicles.

Retail establishment means any facility where the primary use is the sale of goods or merchandise to the general public. Limited processing or assembly may be permitted as accessory to the selling activity.

Rezoning, an amendment to the zoning map which changes the zoning classification of a parcel or parcels of land.

Right-of-way means the area of a highway, road, street, way or parkway or other such strip of land reserved for public use, whether established by prescription, easement, dedication, gift, purchase, eminent domain or any other legal means.

Satellite antenna means any parabolic or spherical antenna which receives television or other signals from orbiting satellites or other devices. The height of a ground-mounted antenna shall be the maximum height to which it is capable of being raised and shall be measured from the highest point of the finished grade of the roof adjacent to the structure. A satellite antenna shall be considered as an accessory structure when it is not part of a public utility. A web or mesh type antenna is an antenna primarily constructed of a web or mesh material so that it does not substantially impair visibility. A ground mounted or "short pole" installation denotes a pole of nine feet or less in height. A "long pole"

installation denotes a pole of greater than nine feet in height which is braced to the side of a building for added rigidity.

Sediment means the mineral or organic particulate material that is in suspension or has settled in surface waters or groundwaters.

Service station. (See "automobile gas station and automobile service station.")

Shrub means a low growing perennial, woody or evergreen plant with persistent stems.

Side lines means those lines between lots facing the same street or alley.

Special care facility means an institution such as a hospital, nursing home, or similar type of facility established for the care of non-ambulatory patients or clients who require special provisions for emergency evacuation. Community residential homes providing care for non-ambulatory clients requiring special provisions for emergency evacuation are specifically included in this definition for regulatory purposes.

Special event means an approved activity that can be either recurring or non-recurring. Such event is usually for a short duration of time and is usually an entertainment, education, cultural, or neighborhood event including, but not limited to, activities such as organized neighborhood yard sales, neighborhood block parties, wedding receptions on the beach, spaghetti dinners, special beach events, beach clean-ups, outdoor concerts and movies, outdoor morning markets, bazaars, parades, and carnivals. Such events extend beyond the normal uses and standards allowed by the land development regulations of the city.

Special exception means a use that would not be appropriate generally or without restriction throughout the zoning district, but which, if controlled as to number, area, location, and relation to the neighborhood, would promote the public health, safety, welfare, order, comfort, convenience, appearance or prosperity and is permissible. Such uses may be in accordance with the procedures as set forth in this Code.

State means the State of Florida and all its duly appointed agencies.

Statement of zoning *compliance* means a statement issued by the city manager or designated representative of the city setting forth that the permitted construction has been completed in compliance with the approved plans and specifications and conforms with all provisions of the land development regulations.

Store, convenience means a small retail establishment which sells a general line of goods and products intended for the convenience of surrounding residents and whose gross floor area does not exceed 3,000 square feet.

Store, retail means an establishment which sells goods or products directly to the public for compensation.

Stormwater means the flow of water which results from, and that occurs immediately following a rainfall.

Stormwater management system means the system, or combination of systems, designed to treat stormwater, or collect, convey, channel, hold, inhibit, or divert the movement of stormwater on, through and from a site.

Stormwater runoff means that portion of the stormwater that flows from the land surface of a site either naturally, in manmade ditches, or in a closed conduit system.

Street means any thoroughfare, street, avenue, boulevard, highway, parkway or space which may or may not be dedicated or deeded to the public for use and which

affords the principal means of access to abutting property for the purposes of vehicular travel.

Street, arterial (major) means streets and highways serving major metropolitan activity centers, the highest traffic volume corridors, the longest trip desires, and a high proportion of total urban area travel on a minimum of mileage. Service to abutting land should be subordinate to the provision of travel service to major traffic movements. This system carries the major portion of trips entering and leaving an urban area, as well as the majority of through movements desiring to bypass the central city, and normally will carry important intra-urban as well as intercity bus routes.

Street, arterial (minor) means streets and highways interconnecting with and augmenting the urban principal arterial system and providing service to trips of moderate length at a somewhat lower level of travel mobility. The system places more emphasis on land access and distributes travel to geographic areas smaller than those identified with the higher system. It includes all arterials not classified as major.

Street, collector means streets penetrating neighborhoods, collecting traffic from local streets in the neighborhoods, and channeling it onto the arterial system. A minor amount of through traffic may be carried on collector streets, but the system primarily provides land access service and carries local traffic movements within residential neighborhoods, commercial and industrial areas. It may also serve local bus routes.

Street, expressway means a street which is to be used only for the movement of vehicles providing for no vehicular or pedestrian access to abutting property except at permitted, authorized and controlled points. The acquisition of right-of-way for expressways includes the acquisition of access rights thereto.

Street, limited access means a highway or freeway which does not permit access except at authorized and controlled points. The acquisition of right-of-way for such highways or freeways usually includes the acquisition of access rights thereto. Access may also be limited through methods other than acquisition of access rights.

Street, local means streets not classified in a higher system, primarily providing direct access to abutting land and access to the higher systems. They offer the lowest level of mobility and usually carry no bus routes. Service to through traffic is deliberately discouraged.

Street, marginal access means a street which is parallel and adjacent to an expressway, arterial or limited access street or in the immediate vicinity of such streets and which has as its principal purpose of relieving such street from local service of abutting property by providing protection from conflicts with through traffic. A marginal access street may also be called a frontage street.

Street, private means any street existing prior to or at the time of adoption of this Code which has not been dedicated for public use and not accepted for ownership or maintenance by the appropriate public agency. After adoption of the ordinance from which this chapter was derived, private streets shall be limited to property under single ownership or a property owners' association.

Street, public means any street designed to serve more than one property owner which is dedicated to the public use and accepted for ownership and maintenance by the appropriate public agency; includes any street right-of-way dedicated to the public prior to or at the time of adoption of the ordinance from which this chapter was derived. Streets controlled by a property owners' association may be retained as private streets by the

association as long as the association accepts the obligation for complete control and maintenance. A street designed to serve more than one property owners' association must be public.

Street wall means the part of a building that faces the street, but it generally refers to how and where several buildings line up to define a proper walking environment. At the most basic level, buildings should be set back an equal distance so that facades are even for as far as a pedestrian can see. A street wall helps to promote walking over automobile use by fostering a feeling of safety. Because the upper floors of urban buildings define an enclosed visual space for the pedestrian, they expand the view down the street.

Structural alteration means any change, except the repair or replacement, in the supporting members of a building such as bearing walls, columns, beams or girders; or the rearrangement of interior partitions and/or space affecting more than 20 percent of the total floor area of the building.

Structure means a walled and roofed building that is principally above ground, a manufactured home or other manmade facilities or infrastructures including, but not limited to fences, billboards, swimming pools, docks, poles, pipelines, transmission lines, tracks and advertising signs. A lawfully permitted mailbox, as provided for in subsection 68-458(e), shall not be deemed to be a structure.

Subdivision means the division of real property into two or more lots, parcels, tracts, tiers, blocks, sites, units or any other division of land, or if the establishment of new streets and alleys is involved, any division of such parcel. The term includes resubdivisions and, when appropriate to the text, relates to the process of subdividing or to the lands or area subdivided; however, the following shall be exempt:

(1) The public acquisition of strips of land for the widening of existing streets;

(2) The combination or recombination of portions of previously platted lots where no new parcels or residual parcels smaller than any of the original lots are created;

(3) The division of land into parcels greater than one and one-fourth acres where no new streets or easements of access are planned;

(4) The transference of part of one lot or tract to an adjacent lot or tract provided the transference does not reduce any lot or tract to an area or width less than the minimum specified in this chapter.

Submerged land means the land area situated below the mean high water line of a standing body of water, including ocean, estuary, lake, pond, river or stream. For the purpose of this definition retention areas that are a function of development and wetlands shall not be considered submerged land.

Survey, certified means a survey, sketch, plan, map or other exhibit containing a written statement regarding its accuracy or conformity to specified standards certified and signed by the registered surveyor under whose supervision the survey was prepared.

Surveyor means a person licensed by the state to practice land surveying.

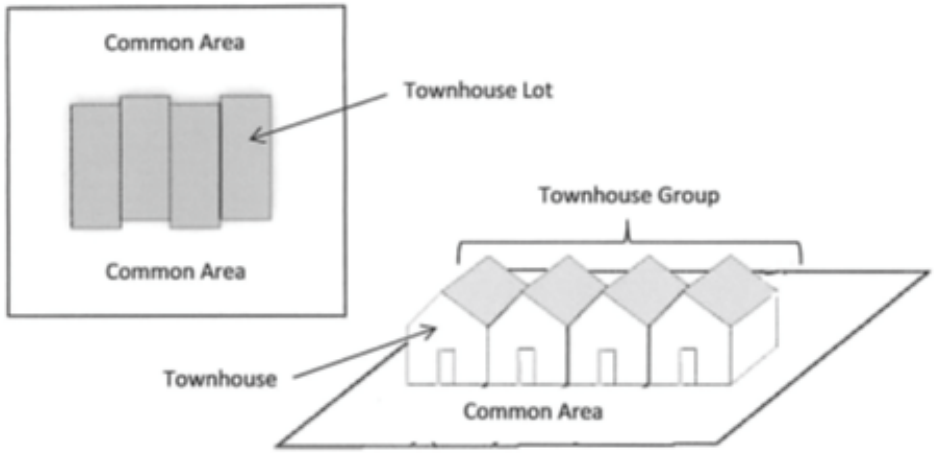
Temporary means a time period of not more than 90 days.

Tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guyed towers or monopole towers. The term includes radio and television transmission/relay towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures and the like. The term includes the structure and any support thereto.

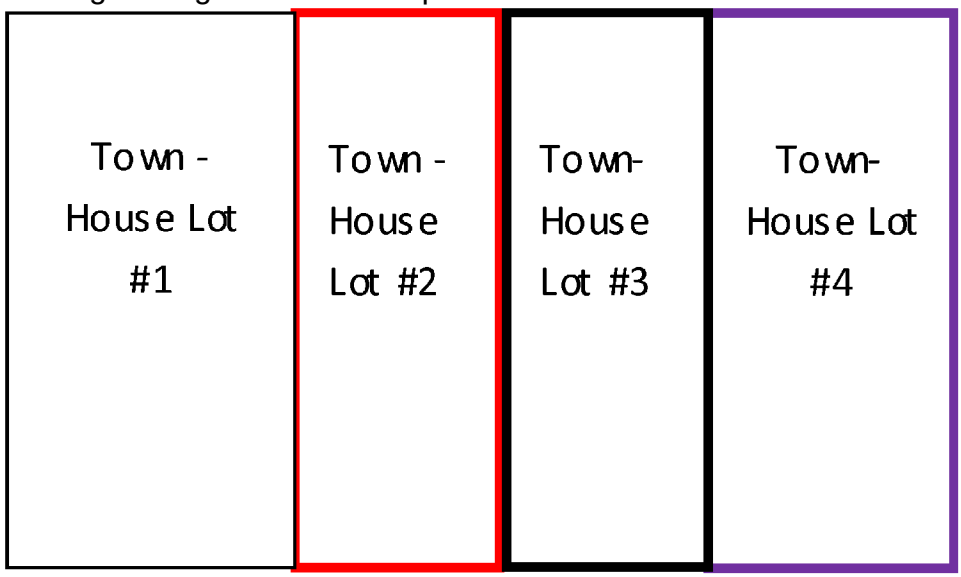
Townhouse or *townhouse unit* means an attached, privately owned single-family dwelling unit which is a part of and adjacent to other similarly owned single-family dwelling units that are connected to but separated from one another by no more than two party walls having no doors, windows, or other provisions for human passage or visibility. A townhouse or townhouse unit may only be developed with one dwelling unit.

Townhouse development means a site for the design and development of townhouse group(s) that allow for individual ownership of a townhouse or townhouse unit.

Example #1: Townhouse Development with Common Areas



Example #2: Townhouse Development without Common Area.
The individual townhouse lots encompass all of the land in the townhouse development. Typically, there are easements recorded with the townhouse lots to ensure utility services and ingress/egress access is provided to each townhouse lot.



Townhouse group means a cluster or grouping of townhouse units containing no less than three and no more than ten townhouse dwelling units contiguous to one another. A townhouse group or groups are located in a townhouse development. The townhouse group consists of the attached townhouse units in one structure.

Townhouse lot means a recorded and deeded lot upon which a townhouse or townhouse unit is developed. Only one townhouse unit may be constructed on a townhouse lot.

Use, accessory. (See "accessory use.")

Use, principal. (See "principal use.")

Vehicle means a conveyance for persons or materials, as may be licensed by the state.

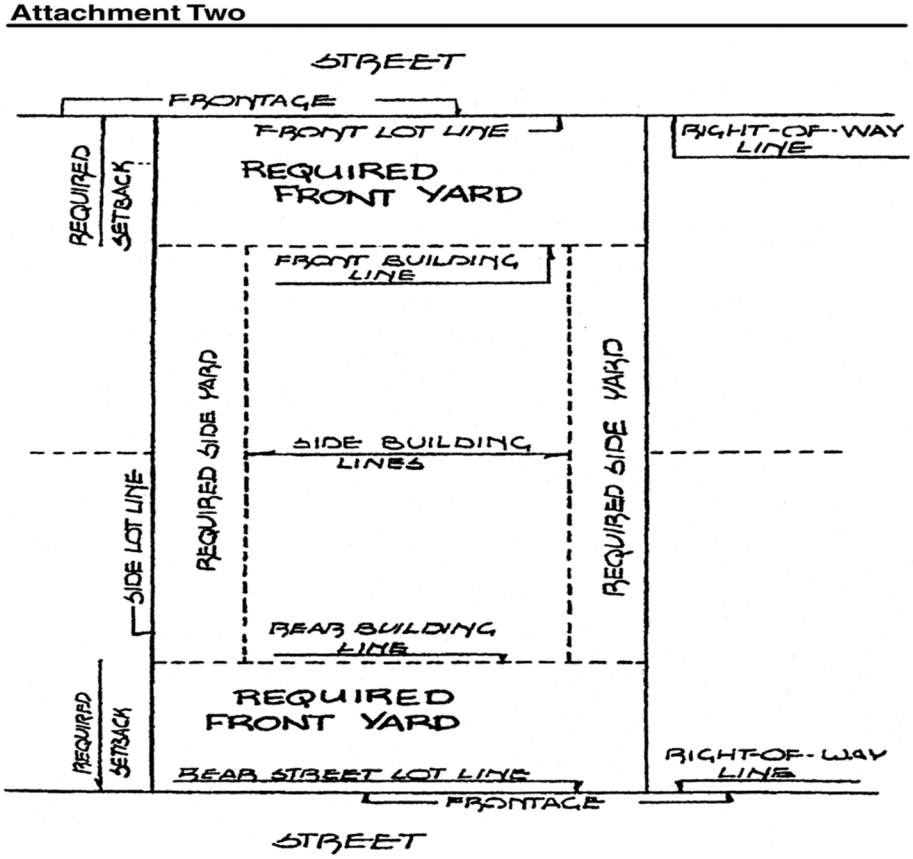
Yard means that open area of a lot or parcel which is provided as a setback and is unoccupied by any structure.

Yard, required front means a yard extending across the full width of the lot or parcel measured along the frontage from the building setback line. (See Attachment Two.)

Yard, required rear means a yard extending across the full side line width of the lot or parcel and measured between the rear line of the lot or parcel and the building setback line. (See Attachment Two).

Yard, required side means a yard extending along and parallel to the side line and building setback line and located between the required front, rear or waterfront yards. (See Attachment Two).

Attachment Two



Yard, waterfront means a yard or any portion thereof on lots abutting a waterfront and extending across the full width of the lot or any portion thereof or parcel and measured from the mean high water line, property line or seawall, whichever is closer and the building setback line.

Zoning means the division of land within a jurisdiction into separate districts within which uses are permitted, prohibited or permitted as a special exception. Brief definitions of the different types of uses and structures as relates to zoning are explained in the article VI. Zoning establishes site regulations, such as building heights, density, floor area ratio, setbacks, building coverage, impervious surface ratio, etc.

Zoning districts are established to promote compatible patterns of land use within the city limits. Zoning districts also establish site development regulations and performance standards appropriate to the purposes and the uses allowed in each district. Distinct zoning districts exist for residential, resort, commercial, recreation/open space, etc. uses.

SECTION 3. That section 68-463 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-463. Miscellaneous lot regulations.

(a) *Structures over water.* No structures shall be erected or constructed beyond the established seawall or seawall line of any body of water except docks, davits, public boardwalks and/or boat lifts.

(b) *Lot excavation.* No person, firm or corporation shall strip, excavate or otherwise remove soil, sand, shale or gravel for sale or use and thereby create a borrow pit except in connection with the construction or alteration of a building permitted by the issuance of a building permit on such premises and excavation or grading incidental thereto.

(c) *Lot frontage.* Every lot in every zoning district shall have the required frontage on a public or approved private street. An approved private street shall be a street constructed according to the requirements and specifications of the city building department and shall meet all engineering standards for public streets within the city. Upon complying with such requirements, the street shall become an approved private street after approval by the city commission.

SECTION 4. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

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

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

substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 7. EFFECTIVE DATE.
This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 26th day of March, 2024.

SECOND READING and PUBLIC HEARING on the 16th day of April, 2024.

PUBLISHED in the Tampa Bay Times on the 3rd day of April, 2024.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ___ day of _____, 2024 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

City of Treasure Island
Business Impact Estimate

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

Proposed ordinance's title/reference:

ORDINANCE 2024-05

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING ARTICLE I. – IN GENERAL SECTION 68-2 "DEFINITIONS" TO ADD A DEFINITION FOR PUBLIC BOARDWALK; AMENDING SECTION 68-463 "MISCELLANEOUS LOT REGULATIONS" TO INCLUDE A PUBLIC BOARDWALK AS AN ALLOWED STRUCTURE OVER WATER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:

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

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

Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation. Part II of Chapter 163 exempts ordinances related to land development regulation. Chapter 68 is included within the Land Development Regulations of the City of Treasure Island.

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

N/A

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any: (1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; (2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and (3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. (4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3):

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

D. Additional information the governing body deems useful (if any):N/A

0000337799-01

Tampa Bay Times
Published Daily

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

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2024-05** was published in said newspaper by print in the issues of: **4/ 3/24** or by publication on the newspaper's website, if authorized, on

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

Signature Affiant

Sworn to and subscribed before me this **04/03/2024**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

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

ORDINANCE 2024-05
AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING ARTICLE I. – IN GENERAL SECTION 68-2 "DEFINITIONS" TO ADD A DEFINITION FOR PUBLIC BOARDWALK; AMENDING SECTION 68-463 "MISCELLANEOUS LOT REGULATIONS" TO INCLUDE A PUBLIC BOARDWALK AS AN ALLOWED STRUCTURE OVER WATER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

A second reading and public hearing on the ordinance will be held on Tuesday, April 16, 2024, at 6:00 PM in the Treasure Island New City Hall Commission Chambers, 10451 Gulf Boulevard, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island New City Hall, 10451 Gulf Boulevard, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

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

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

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Celine Kidwell, City Clerk

4/03/2024 0000337799-01

AGENDA ITEM NO. J.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 16, 2024

SUBMITTED BY: Celine Kidwell, Administration

ITEM TYPE: Appointments

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Appointment of Alternate Member to Gulf Beaches Public Library Board

BACKGROUND: Pursuant to Resolution 08-111, the Gulf Beaches Public Library (GBPL) requires representation from the City of Treasure Island, with one seat designated for an elected official and the other for a resident of the city.

Jim Tizzano was appointed by the Commission as Treasure Island's resident representative on April 18, 2023, for a 3-year term. Commissioner Toth currently represents Treasure Island as the elected official on the GBPL Board.

POLICY/PURPOSE: The purpose of this agenda item is to seek the Commission's approval for the appointment of an alternate member to the Gulf Beaches Public Library (GBPL) Board, in accordance with Resolution 08-111. This appointment becomes necessary due to the vacancy resulting from the resignation of Mr. Jim Tizzano from his role as Treasure Island's resident representative on the GBPL Board.

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION:

Commissioner Toth currently represents Treasure Island as the elected official on the GBPL Board. However, with the resignation of Mr. Jim Tizzano, Treasure Island's resident representative, there is now a vacancy that needs to be filled.

Next steps include for Commission's consideration and discussion of the appointment of a new resident representative for Treasure Island on the GBPL Board. Review the one received application and discuss the applicant's suitability for the position.

- Maribeth Wetzel

FUNDING: N/A

MOTION: I move to appoint _____ to serve on the Gulf Beaches Public Library Board as an alternate member.

ATTACHMENTS:
Interlocal Agreement Gulf Beaches Public LIbrary (10-13-2021) - Legally Recorded.pdf
M Wetzel - Gulf Beaches Public Library Resident application 04 01 2024

Original BOC Approved Oct. 13, 2021

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 202209400 7 03/24/2022 03:15 PM
OFF REC BK: 21990 PG: 2296-2306
DocType:AGM RECORDING: $95.00

INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of October, 2021, by and between the Town of Redington Shores, the Town of North Redington Beach, the Town of Redington Beach, the City of Treasure Island and the City of Madeira Beach, all municipal corporations of the State of Florida (hereinafter referred to as the "Municipalities") for the continued funding of the Gulf Beaches Public Library, being operated by Gulf Beaches Public Library, Inc. (hereinafter referred to as the "Library").

RECITALS

WHEREAS, the Municipalities organized and created a non-profit corporation known as the Library under the laws of the State of Florida on September 11, 1969; and

WHEREAS, the Library's articles of incorporation provide that Library administer and conduct a public library for the promotion of education and entertainment for the citizens of the Municipalities and others desiring to use the Library; and

WHEREAS, the business affairs of the Library shall be managed by a Board of Trustees (the "Board"), who are appointed by the Municipalities: and

WHEREAS, the Municipalities desire that the Board amend the Library's articles of incorporation and bylaws to address several concerns of the Municipalities; and

WHEREAS, the Library's articles of incorporation provide that the articles of incorporation may be amended at any regular or special meeting called for such purpose by a majority vote of the members of the Board and ratified by each of the contributing Municipalities. Written notice of such meetings held for such purpose shall be given to each of the contributing Municipalities; and

WHEREAS, the Municipalities wish to urge the Library's Board to call for a regular or special meeting for the purpose of amending the Library's articles of incorporation as described in this Interlocal Agreement; and

WHEREAS, the Library's articles of incorporation provide that contributions for maintenance and support shall be fairly and equitably determined and shall be set forth in written agreement between the contributing Municipalities; and

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, provides for the creation of agreements between governmental organizations; and

WHEREAS, on June 21, 2012, the Municipalities entered into an Interlocal Agreement for the Continued Funding of the Gulf Beaches Public Library ("2012 Interlocal"); and

WHEREAS, the Municipalities desire to amend and supersede the 2012 Interlocal with this Interlocal Agreement as of the effective date; and

WHEREAS, the Library is an important cultural institution, the maintenance and continued funding of which benefits the tourists, residents of the Municipalities and the public at large.

NOW, THEREFORE, in fidelity to agreements each municipality entered into in creating the Library, in consideration of the mutual covenants herein contained and the benefits to be derived by the parties to this Interlocal Agreement and other good and valuable consideration hereby acknowledged, the Municipalities do agree as follows:

SECTION 1 – PURPOSE. This Interlocal Agreement establishes the manner for fairly and equitably determining the funding and financial support each municipality shall provide to the Library.

SECTION 2 – TERM. This Interlocal Agreement shall be for a term of five (5) years beginning October 1, 2021 and ending September 30, 2026, unless terminated as set forth in Section 4 below.

SECTION 3 – RECOMMENDATIONS. The Municipalities agree that they jointly desire and direct the Board to make the necessary changes to its articles of incorporation and bylaws to effectuate the following:

Section 3.1. The Municipalities agree that they will direct their Library Board appointees to have the Library's Board to create an annual proposed budget for its operation and sustainment by April 1st, for the next following fiscal year, which begins October 1 and ends September 30. The Library shall then determine the amount proposed to be due (hereinafter referred to as "proposed proportional share") from each municipality apportioned as to their populations using the most recent population data from the Bureau of Economic and Business Research of the University of Florida, or its successors. The annual proposed budget and the proposed proportional share shall be provided to the Municipalities no later than April 15th, for the upcoming fiscal year 2022-2023, for each municipality to consider and act upon by no later than July 31st. For each fiscal year thereafter, the annual proposed budget and proposed proportional share shall be provided to the Municipalities no later than April 15th, for the upcoming fiscal year, for each municipality to consider and act upon by no later than June 30th.

Section 3.2. Once the Municipalities accept their proposed proportional shares the Library will prepare an annual service agreement for each municipality which shall specify each municipality's proportional share for the upcoming fiscal year and deliver it to each municipality before August 31st.

Section 3.3. The Municipalities shall then consider the service agreements and accept or reject them prior to October 1st. If accepted, the service agreement becomes an annual financial obligation of the municipality with payments due to the Library quarterly during the fiscal year. The quarterly payments shall be made no later than October 1, January 1, April 1 and July 1.

SECTION 4 – TERMINATION.

Section 4.1. If any municipality rejects the service agreement or otherwise fails to fund or insufficiently funds the Library, then that municipality shall immediately notify the other Municipalities and the Library of that occurrence and this Interlocal Agreement shall terminate as it relates to said municipality at the end of the current fiscal year. Termination shall be without

penalty or expense to any other municipality for any time up until the date of termination of the terminating municipality. The terminating municipality shall remain liable for annual payments due pursuant to this Interlocal Agreement and its current service agreement.

Section 4.2. A municipality may, for any reason, terminate its inclusion in this Interlocal Agreement and therefore its membership in the Library, effective at the end of the current fiscal year, currently September 30, by providing advance written notice given by certified mail to the other Municipalities by June 30th of the current fiscal year. By terminating, the terminating municipality agrees that the municipality no longer will be a Trustee on the Board. Within 90 days from the date of the notice of termination, the Board shall meet to determine whether to dissolve the Library or appoint another board member and amend the Library's articles of incorporation and bylaws to reflect the change in the membership and voting trustees of the Board.

Section 4.3. If any municipality terminates its inclusion in this Interlocal Agreement and therefore its membership in the Library, then the residents of that municipality shall be considered non-resident and may lose library privileges which may include any interlibrary lending agreements the Library may be a party to. All items out on loan to the residents shall be immediately returned, a list of which will be given to the municipality. The municipality shall make every effort to cause the return of loaned items to the Library. The terminating municipality shall be responsible for working with Pinellas Public Library Cooperative directly to determine how library service will be provided to its residents.

Section 4.4. A terminating municipality may reinstate its participation in the Library upon approval of the Board and any necessary revisions to its article of incorporation and bylaws and the execution of a new interlocal agreement and service agreement identifying its annual financial responsibility, provided the remaining Municipalities agree.

Section 4.5. To the extent there is any inconsistency between this section 4 Termination provision and the Library's articles of incorporation and bylaws, the Municipalities agree and jointly direct the Board to make the necessary changes to its articles of incorporation and bylaws to be consistent with this Interlocal Agreement.

SECTION 5 – REORGANIZATION OF GULF BEACHES PUBLIC LIBRARY, INC. The Municipalities agree that it is necessary to demand changes to the corporate structure of Gulf Beaches Public Library, Inc. before any contributions are made beginning October 1, 2022. Those changes are:

That the Library shall revise the make-up of its Board as follows:

a) The Board shall be reduced to five (5) voting members. These members shall consist of one (1) member from each of the Municipalities. It is the preference of the Municipalities that the member be an elected official of the municipality.
b) That the Board have an alternate member from each municipality that would vote only when the municipality's member was absent.
c) That the Board shall have one (1) non-voting ex-officio members consisting of the library director.

Section 5.1. OTHER LIBRARY BOARD ACTIONS. The Municipalities agree that the Library's Board should take the following actions:

a) The Library maintain its current building footprint and not budget or expend Library monies toward expansion of the Library's building.
b) The Library budget in the fiscal year 2021-2022 budget to use the Certificates of Deposit (approximately $430,000), Chase Building Fund (approximately $118,000), the Chase Money Market Account (approximately $91,000) and the Chase Operating Account (approximately $350,000) to immediately upgrade the Library's technology and to modernize the interior of the Library building.
c) The Library adopt a policy directing undesignated fund balance reserves shall not exceed ten (10) percent of its total undesignated fund balance.

SECTION 6 – DISSOLUTION. In the event of the dissolution of Gulf Beaches Public Library, Inc., the Municipalities agree that the value of the remaining intangible assets of the Library , not otherwise governed by private agreement of a donor to the Library, should be returned to the Municipalities and the Pinellas Public Library Cooperative in proportion to the proportional share contributed in the fiscal year when the dissolution occurs. The building and land that the Library leased from the City of Madeira Beach shall remain the property of the City of Madeira Beach and shall not be distributed as an asset in dissolution. The Municipalities agree that the remaining tangible assets shall be offered for donation to the Pinellas Public Library Cooperative. If the Pinellas Public Library Cooperative opts not to accept any of the tangible assets, then the rejected tangible assets shall be sold, and the funds received distributed to the Municipalities and the Pinellas Public Library Cooperative in proportion to the proportional share contributed in the fiscal year when the dissolution occurs.

SECTION 7 – AMENDMENTS. Amendments to this Interlocal Agreement may be proposed by any municipality that is a party to this Interlocal Agreement but must be accepted by all of the Municipalities that are parties to this Interlocal Agreement before the beginning of a new fiscal year for such proposed amendments to take effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

For the TOWN OF REDINGTON SHORES:

MaryBeth Henderson, Mayor	Mary Palmer, Clerk	James Denhardt, Attorney

For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor	Mari Campbell, Clerk	Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor	Melissa Clark, Clerk	Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor	Ruth Nickerson, Clerk	Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor	Clara VanBlargan, Clerk	Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman	_____ Library Director	_____,Attorney

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For the TOWN OF REDINGTON SHORES:

MaryBeth Henderson, Mayor | Mary Palmer, Clerk | ~~James Denhardt~~ Robert Eschenfelder, Attorney

For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor | Mari Campbell, Clerk | Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor | Melissa Clark, Clerk | Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor | Ruth Nickerson, Clerk | Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor | Clara VanBlargan, Clerk | Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman_____ Library Director_____,Attorney

INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

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For the TOWN OF REDINGTON BEACH:

David Will, Mayor	Melissa Clark, Clerk	Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor	Ruth Nickerson, Clerk	Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor	Clara VanBlargan, Clerk	Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman	_____ Library Director	_____,Attorney

INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

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For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor | Mari Campbell, Clerk | Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor | Melissa Clark, Clerk | Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor | Ruth Nickerson, Clerk | Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor | Clara VanBlargan, Clerk | Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman | _____ Library Director | _____, Attorney

INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

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For the TOWN OF REDINGTON SHORES:

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For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor	Mari Campbell, Clerk	Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor	Melissa Clarke, Clerk	Robert Eschenfelder, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor	Ruth Nickerson, Clerk	Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor	Clara VanBlargan, Clerk	Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

Board of Trustees Chairman	Library Director	Attorney

INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF
THE GULF BEACHES PUBLIC LIBRARY, INC.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

For the TOWN OF REDINGTON SHORES:

MaryBeth Henderson, Mayor	Mary Palmer, Clerk	James Denhardt, Attorney

For the TOWN OF NORTH REDINGTON BEACH:

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For the TOWN OF REDINGTON BEACH:

David Will, Mayor	Melissa Clark, Clerk	Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor	Ruth Nickerson, Clerk	Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor	Clara VanBlargan, Clerk	Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman	Library Director	,Attorney

INTERLOCAL AGREEMENT FOR CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

The Library Board and the Library Director have agreed to implement the AGREEMENT for the uses and purposes therein expressed on December 1, 2021.

For the Gulf Beaches Public Library, Inc.:

Richard L. Bennett

Richard L. Bennett, EdD
Board of Trustees Chairman

Vincent Gadrix

Vince Gadrix
Library Director

April 1, 2024

City of Treasure Island
10451 Gulf Blvd
Treasure Island, FL 33706

Application for Gulf Beaches Library Board Appointment

Dear Mayor and Commissioners,

Please accept this as my application/letter of interest for consideration as the Citizen Representative to the Gulf Beaches Library Board. Having attended the January ribbon cutting ceremony celebrating the recent library remodel, I have firsthand knowledge of what an asset it is to the community.

As a former city commissioner (2020-2024), I understand the critical role this library plays in fostering education, promoting literacy, and providing access to information. The Gulf Beaches Library is not just a repository of books; it is a hub for lifelong learning, cultural enrichment, and community engagement. It serves as a bridge connecting residents to knowledge, resources, and opportunities. Further, I am well aware of recent challenges the library has faced.

I am committed to ensuring that our library continues to thrive and evolve to meet the changing needs of our community. As a resident representative, I would bring the following qualities and experiences to the board:

1. **Passion for Literacy and Lifelong Learning**: I firmly believe that access to information is a fundamental right. Our library is a place where people of all ages can explore new ideas, discover diverse perspectives, and enhance their skills. I am dedicated to promoting literacy programs, supporting book clubs, and encouraging lifelong learning initiatives.
2. **Community Engagement**: During my tenure as a city commissioner, I actively engaged with residents, listened to their concerns, and worked collaboratively to address community needs. I will bring this same spirit of engagement to the library board, advocating for programs and services that resonate with our population.
3. **Commitment to Regular Attendance**: I understand the importance of attending board meetings consistently. If appointed, I will ensure our community is well represented and fulfill responsibilities as a board member, actively participating in discussions, decision-making, and strategic planning.
4. **Advocacy for Library Funding**: Libraries rely on public support, and I am committed to advocating for adequate funding to maintain and enhance our library's services. I will collaborate with fellow board members, local officials, and community organizations to secure the necessary resources.

In conclusion, I am excited about the opportunity to contribute my expertise and passion to the Gulf Beaches Library Board. I kindly request your consideration for this appointment. Please feel free to contact me if you have any questions or need further information.

Thank you for your time and dedication to our community.

Sincerely,

Maribeth Wetzel

Maribeth Wetzel
124 90th Avenue
Treasure Island, FL 33706
beth@goldmanwetzel.com
813-391-8051

AGENDA ITEM NO. J.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 16, 2024
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Donations
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Motion to Accept Donation from the Rotary Club of the Gulf Beaches to the Parks and Recreation Department
BACKGROUND:	The City established a Recreation Department Scholarship Fund and Everyone Play's Fund to assist families otherwise unable to afford the registration fees for winter and summer camp and field trips associated with the camps.
POLICY/PURPOSE:	City Commission rules require all donations to the City be formally accepted by the Commission.
STRATEGIC PLAN RELEVANCE:	Community Road Map, Objective 3, Expand programming opportunities and unique community events.
ANALYSIS/DISCUSSION:	The Rotary Club of the Gulf Beaches is generously donating $1,000 to the Parks and Recreation Department Scholarship Fund to assist families otherwise unable to afford registration fees associated with winter and summer camps.
FUNDING:	The City established a Recreation Department Scholarship Fund and Everyone Play's Fund to assist families otherwise unable to afford the registration fees for winter and summer camp and field trips associated with the camps.
MOTION:	I move to accept the generous donation from the Rotary Club of the Gulf Beaches for the Parks and Recreation Department's Scholarship Fund in the amount of $1,000.

ATTACHMENTS:

AGENDA ITEM NO. J.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 16, 2024
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Donations
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Motion to Accept Net Profits from the Gulf Beaches Rotary Club's 25th Annual Golf and Tennis Challenge
BACKGROUND:	The Annual Golf and Tennis Challenge is jointly sponsored by the Gulf Beaches Rotary Club and the City of Treasure Island. Funds from the event are used for scholarships to assist parents unable to afford the registration fees for summer and winter camps, and junior tennis camps.
POLICY/PURPOSE:	Commission approval is required to accept the City's share of the net profits from the Gulf Beaches Rotary Club's 25th Annual Golf and Tennis Challenge
STRATEGIC PLAN RELEVANCE:	GOAL 1, Promote a socially connected community through the implementation of the Master Park Plan. OBJECTIVE 2, Expand programming opportunities and unique community events. BOLD ACTION 2, Highlight family-friendly and sustainability-focused events.
ANALYSIS/DISCUSSION:	The Annual Golf and Tennis Challenge is jointly sponsored by the Gulf Beaches Rotary Club and the City of Treasure Island. The 24th annual fundraising event was held on February 23 & 24, 2024 at Treasure Bay Golf and Tennis Facility. The net profits from this year's event are $12,430.77 as outlined in the attached financial details. The Gulf Beaches Rotary Club and the City of Treasure Island share the net profits equally to provide funds for children's programs throughout the community.
FUNDING:	The City established a Recreation Program Scholarship Fund

(account 001-202200) to assist families otherwise unable to afford the registration fees for summer and winter camps.

The City's portion of the net profits is $6,215.38. Activities fees were collected through credit cards payments made in advance to the city. The city collected $4,524.77 in credit card charges. An additional $1,690.61 is owed to the City and has been paid by check.

The City's percentage of the net profits will be divided equally to be used for scholarships for both the Recreation Department's summer and winter camps and for TI Tennis juniors' programs at Treasure Bay.

MOTION: I move to approve payment of $6,215.38 from the Gulf Beaches Rotary Club for the City's percentage of the net profits from the 25th Annual Golf Beaches Rotary Club's Golf and Tennis Challenge to be used for the Recreation Department children's camps and Treasure Bay tennis juniors' programs.

ATTACHMENTS:
2024 GB Rotary Golf & Tennis Challenge Letter and Allocation..pdf

GULF BEACHES ROTARY FOUNDATION, INC.

Registration # CH17043

March, 2024

Tyler Payne, Mayor
Members of the City Commission
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706

Dear Mayor & Commissioners:

It is with great pleasure that the Gulf Beaches Rotary Club announces another successful golf and tennis event. The 2024 Rotary Golf & Tennis Challenge, which is jointly sponsored by the Gulf Beaches Rotary Club and the City of Treasure Island, held its 25th annual fundraising event on February 23-24, 2024. The net profit from this year's event is $12,430.77 (financial details attached). Per our agreement, Rotary and the City share these profits equally. Therefore, enclosed please find a check made payable to the City of Treasure Island for your share of the net profits.

It was again a pleasure for Rotarians to work with the City and its staff to provide funds for children's programs throughout the community. Gulf Beaches Rotary would like to specifically recognize Recreation Director Cathy Hayduke and Tennis Professional Phil Girardi for their superior efforts in making this event such a success. Their energy and willing participation is invaluable.

Welcome to your beautiful new home at Treasure Island's New City Hall.! May you all be blessed as you continue to govern our fair City of Treasure Island.

Sincerely,

Rosemary Thompson
Event Chair

A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll-free (800-435-7352) within the State. Registration does not imply endorsement, approval, or recommendation by the State.

Golf & Tennis COST ALLOCATION 2024

	Total	Paid By	50 % Rotary	50% CTI	Due to Rotary	Due to CTI
Revenue	$14,878.77		$7,439.38	$7,439.38		
Expenses						
Simply Maggie Catering	$2,136.	GBR	1,078.	1,078	1,078.	-0-
ABC Liquor	312.	GBR	156.	156.	156.	-0-
Supplies	-0-	CTI	-0-	-0-	-0-	-0-
Supplies	-0-	GBR	-0-	-0-	-0-	-0-
Total	$2,448.		$1,224.	$1,224.	$1,224	-0-
Due to Rotary			($1,224.)			
Due to City of TI						
Expense Adjustment			($1,224.)	$1224.		
Net Expenses	$2,448.		-0-	$1,224.		
Net Profit	$12,430.77		$7,439.38	$6,215.38		
City Revenue			$4,524.77			
Due City of TI	($917. Paid by GBR		$773.61 due from GBR)	$1690.61		

AGENDA ITEM NO. J.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 16, 2024
SUBMITTED BY:	William Barrs, Fire
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Collective Bargaining Agreement with International Association of Firefighters Local 4966
BACKGROUND:	Staff from administration, HR, Finance and FD leadership have been working with our labor representatives since February 13, 2024 to develop a mutually agreeable contract. This contract provides for maintenance and improvement of working conditions within the fire department while also meeting our administrative goal to make TIFR competitive in the recruitment and retention of career firefighter/paramedics.
POLICY/PURPOSE:	The current labor contract with IAFF Local 4966 expires on 9/30/24. This agreement replaces the expiring one and provides for competitive salaries and other benefits as a means for the City of Treasure Island to be competitive in the market to attract and retain firefighters. This agreement provides for specific working conditions to include labor and management rights with respect to staffing fire department operations.
STRATEGIC PLAN RELEVANCE:	Goal 1 of *Administrative Road Map* - Develop, support, and retain a diverse workforce to serve the needs of the community. Objective 3: Improve recruitment and retention of City employees.
ANALYSIS/DISCUSSION:	Staff's primary goal was to improve our ability to recruit and retain the best firefighter/paramedics available. There is currently a statewide shortage of qualified firefighter/paramedics and most departments struggle to keep their allotted positions filled.

We make considerable investments in the initial and ongoing training and professional development of our firefighters and officers and do not want to lose them to neighboring fire departments over better salary and benefits. Our firefighters and officers have been loyal to TIFR over the course of the current agreement, not requesting wage increase contract openers as many of their peers in Pinellas County and around the state have. We want to reward this loyalty and provide a workplace that allows them to grow and continue to provide first-class service to our citizens.

The initial investment in year 1 of this agreement takes our starting and top out pay positions for Firefighter/Paramedics from last among the 17 other fire departments within Pinellas County into the 7th highest starting salary and 2nd highest top out positions. The proposed year 2 and 3 increases are intended to maintain these positions to the best of our ability so that we won't find ourselves in need of another large adjustment at the end of this contract term.

The current step plan to proceed through the salary range was increased from 9 to 14 steps. Comparisons of starting and top out pay for the positions covered in this agreement are included in the attachment titled *IAFF County Comps.* General wage increases, current step plan and annual merit increases have all been bundled into the proposed step increases, which will occur annually on the employees' classification anniversary date.

Additional changes in the agreement include:

- Decreasing in-state bereavement leave allowance from 33.5 hours to 24 hours
- Allowing the City Manager additional flexibility in administering employee improvement plans
- Verbiage changes in several articles to improve clarity
- Allowing probationary employees to use vacation time with Fire Chief approval
- Change sick leave donation policy to catastrophic leave bank

FUNDING:

The costs to implement this proposed collective bargaining agreement are based upon the current FY24 salaries and rates. The net cost increase for FY25 would be approximately $212,000, inclusive of all salary increases ($150,000) and the estimated impacts to fringe benefits. The FY26 and FY27 impacts would be significantly less at $64k and $68k, respectively.

MOTION:

I move to approve the October 1, 2024 through September 30, 2027 agreement between the City of Treasure Island and IAFF

Local 4966.

ATTACHMENTS:
IAFF County Comps FY25.xlsx
2024_CBA_FINAL_REPLACE_WITH_SIGNED_BY_UNION_COPY_ONCE_RATIFIED.pdf

Firefighte

	Contract Year	Starting
South Pasadena	2024-2025	$63,482
Palm Harbor	2024-2025	$57,638
St. Petersburg	2024-2025	$54,909
Pinellas Park	2024-2025	$53,644
Tarpon Springs	2024-2025	$52,228
Oldsmar	2024-2025	$51,677
Largo	*2023-2024*	$50,489
Clearwater	*2023-2024*	$50,400
St. Pete Beach	*2023-2024*	$50,220
Seminole	2024-2025	$49,800
Lealman	2024-2025	$49,441
Safety Harbor	*2023-2024*	$49,222
Eastlake	*2021-2022*	$49,074
Dunedin	*2023-2024*	$47,610
Gulfport	*2023-2024*	$47,441
Treasure Island	*2023-2024*	$46,097

*Expired/ expiring contract

r / EMT

		Maximum
	St. Petersburg	$87,573
	Palm Harbor	$84,905
	South Pasadena	$84,361
	Lealman	$81,362
	Pinellas Park	$78,617
	Clearwater	$77,400
	Largo	$77,276
	Gulfport	$76,130
	St. Pete Beach	$75,192
	Seminole	$74,594
	Tarpon Springs	$74,465
	Eastlake	$73,375
	Oldsmar	$72,863
	Safety Harbor	$71,959
	Dunedin	$71,415
	Treasure Island	$65,753

Firefighter / I

	Contract Year	Starting
St. Petersburg	2024-2025	$70,441
South Pasadena	2024-2025	$66,976
Palm Harbor	2024-2025	$66,282
Tarpon Springs	2024-2025	$63,780
Clearwater	*2023-2024*	$62,400
Pinellas Park	2024-2025	$61,690
St. Pete Beach	*2023-2024*	$59,243
Madeira Beach	*2023-2024*	$58,560
Seminole	2024-2025	$58,465
Largo	*2023-2024*	$58,023
Oldsmar	2024-2025	$57,615
Safety Harbor	*2023-2024*	$56,197
Dunedin	*2023-2024*	$55,728
Lealman	2024-2025	$54,900
Eastlake	*2021-2022*	$53,981
Gulfport	*2023-2024*	$52,884
Treasure Island	*2023-2024*	$51,513

Paramedic

	Maximum
St. Petersburg	$103,337
Palm Harbor	$97,641
South Pasadena	$93,563
Lealman	$91,009
Tarpon Springs	$90,935
Pinellas Park	$90,409
Clearwater	$89,400
Largo	$88,944
St. Pete Beach	$88,274
Seminole	$87,412
Madeira Beach	$85,998
Gulfport	$84,863
Dunedin	$83,592
Safety Harbor	$82,992
Oldsmar	$81,180
Eastlake	$80,713
Treasure Island	$75,450

		LT / F
	Contract Year	Starting
South Pasadena	2024-2025	$93,621
St. Petersburg	2024-2025	$89,441
Palm Harbor	2024-2025	$85,573
Tarpon Springs	2024-2025	$80,733
Largo	*2023-2024*	$78,820
Lealman	2024-2025	$75,551
Pinellas Park	2024-2025	$73,878
Gulfport	*2023-2024*	$70,907
Clearwater	*2023-2024*	$70,400
St. Pete Beach	*2023-2024*	$70,200
Seminole	2024-2025	$69,271
Oldsmar	2024-2025	$69,138
Safety Harbor	*2023-2024*	$68,696
Dunedin	*2023-2024*	$65,703
Eastlake	*2021-2022*	$62,992
Treasure Island	*2023-2024*	$61,356

EMT

		Maximum
	St. Petersburg	$108,507
	Palm Harbor	$103,816
	Tarpon Springs	$102,271
	South Pasadena	$101,134
	Clearwater	$97,400
	Oldsmar	$94,710
	Largo	$94,307
	Lealman	$93,829
	Pinellas Park	$93,394
	St. Pete Beach	$92,108
	Dunedin	$91,984
	Eastlake	$90,632
	Seminole	$89,828
	Gulfport	$89,823
	Safety Harbor	$88,890
	Treasure Island	$79,818

LT / Para

	Contract Year	Starting
South Pasadena	2024-2025	$97,377
St. Petersburg	2024-2025	$89,441
Palm Harbor	2024-2025	$88,997
Pinellas Park	2024-2025	$81,265
Tarpon Springs	2024-2025	$80,733
Lealman	2024-2025	$79,512
Largo	*2023-2024*	$78,820
Clearwater	*2023-2024*	$78,400
St. Pete Beach	*2023-2024*	$75,600
Gulfport	*2023-2024*	$74,838
Seminole	2024-2025	$72,493
Safety Harbor	*2023-2024*	$71,922
Oldsmar	2024-2025	$71,538
Madiera Beach	*2023-2024*	$70,849
Eastlake	*2021-2022*	$67,219
Dunedin	*2023-2024*	$65,703
Treasure Island	*2023-2024*	$65,404

ımedic

	Maximum
St. Petersburg	$108,507
Palm Harbor	$107,969
Clearwater	$105,400
South Pasadena	$104,774
Pinellas Park	$102,733
Tarpon Springs	$102,271
Lealman	$99,632
St. Pete Beach	$99,193
Madiera Beach	$98,072
Oldsmar	$97,110
Eastlake	$96,713
Gulfport	$94,803
Largo	$94,307
Safety Harbor	$94,178
Seminole	$94,031
Dunedin	$91,984
Treasure Island	$83,953

AGREEMENT
BETWEEN
THE CITY OF TREASURE ISLAND, FLORIDA
AND
THE PINELLAS COUNTY PROFESSIONAL FIREFIGHTERS IAFF
LOCAL 4966

October 1, 2024, through September 30, 2027

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ARTICLE I
PREAMBLE

SECTION 1.

This Agreement is entered into by the City of Treasure Island, Florida hereinafter referred to as the "CITY" and Pinellas County Professional Firefighters, I.A.F.F. Local 4966, a labor organization hereinafter referred to as the "Union" for the purposes of promoting harmonious relations between the City and the employee, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties as outlined in this Agreement.

ARTICLE 2
RECOGNITION

SECTION 1.

The City hereby recognizes the Pinellas County Professional Firefighters, I.A.F.F. Local 4966 as the exclusive bargaining agent for the purpose of collective bargaining relative to salaries and other conditions of employment. This Labor Agreement is applicable for employees as defined in certificate number 1206 issued to the Pinellas County Professional Firefighters, I.A.F.F. Local 4966, by the Public Employee Labor Relations Commission February 12, 2015. All other employees, in other ranks, positions and classifications shall be excluded from this bargaining unit.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1.

Except as expressly provided for in this Agreement, the City retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, the operating and motorized equipment, the scope of service to be performed, the method of service, the schedule of work time; to contract and subcontract existing and future work, to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the City good business judgment makes such curtailment of discontinuance advisable; to hire, lay off, assign, transfer, promote and determine the qualifications of employees, to suspend, demote, discharge or take other disciplinary action against employees for just cause; to determine the starting and quitting time and the number of hours to be worked; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of economy, efficiency, technological change or operating requirements; and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes, subject only to such regulations covering the exercise of these rights as are expressly and specifically provided in this Agreement.

SECTION 2.

If it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

SECTION 3.

The above rights of the employer are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity as management of Fire Department of the City of Treasure Island. Any of the rights, powers and authority the City had prior to entering this Collective Bargaining Agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to grievance procedure.

SECTION 4.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement each agrees that the other shall not be obligated unless mutually agreeable, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

SECTION 5.

Any and all aspects of wages, hours, benefits and working conditions, which are not specifically covered by this Agreement, may be initiated, instituted, continued or discontinued without notification of or consultation with the Union.

SECTION 6.

The City Commission has the sole Authority to determine the purpose and mission of the City Commission and the amount of the budget to be adopted by the City Commission.

ARTICLE 4
PROHIBITION OF STRIKES

SECTION 1.

There will be no strikes, work stoppages, picket lines, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the Union. The Union supports the City fully in maintaining normal operations.

SECTION 2.

"STRIKE" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or part of any group of employees from the full and faithful performance of their duties of employment with the City of Treasure Island, the employer, for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the service of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

SECTION 3.

Any employee who participates in or promotes a strike work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work shall be disciplined or discharged by the City in accordance with City personnel rules. The Union and its members recognize and agree that Section 447.505 of the Florida Public Employee's Collective Bargaining Statute prohibits them individually or collectively as public employees or the Union from participating in a strike against the City of Treasure Island by instigating or supporting in any manner a strike.

SECTION 4.

It is recognized by the parties that they are responsible for and engaged in activities which are the basis for the health and welfare of the citizens and that any violation of this section could give use to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the City shall be entitled to seek and obtain immediate injunctive relief.

ARTICLE 5
NON-DISCRIMINATION

SECTION 1.

The City of Treasure Island and the Union will not discriminate against any employee covered by this Agreement because of membership or non-membership in the Pinellas County Professional Firefighters, I.A.F.F. Local 4966.

ARTICLE 6
DUES DEDUCTION

SECTION 1.

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying union dues only. No authorization shall be allowed for payment of initiation fees, assessments or fines.

SECTION 2.

There will be a $1.25 deduction service fee annually for each member of the union using the service to cover the administrative costs involved in deductions.

SECTION 3.

The Union will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the union. Changes in union membership dues will be similarly certified to the City and shall be done at least one month in advance of the effective date of such change.

SECTION 4.

Dues shall be deducted monthly and the funds deducted shall be remitted to the Treasurer of the Union within thirty (30) days. The Union will indemnify, defend and hold the City harmless against any and all claims made and against any and all suits instituted and judgments against the City because of action taken or not taken by the City in compliance with this article.

SECTION 5.

The payroll deduction shall be revocable by the employee notifying the City in writing on a prescribed form. The Union shall be notified of any revocation.

SECTION 6.

For the purpose of putting this article into effect, the City will furnish the Treasurer of the Union with forms for such individual authorization reading as follows:

AUTHORIZATION FOR DEDUCTION OF IAFF DUES

I hereby authorize the City of Treasure Island to deduct from wages each month the current monthly IAFF dues and to transmit this amount to the Treasurer of the Union, less the deduction service fee of $1.25 annually. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

_____ _____

Date Signature

_____

Payroll Number

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF IAFF DUES

I hereby instruct the City of Treasure Island to stop deducting from my wages each month the current normal monthly dues for the Union.

_____ _____

Date Signature

_____

Payroll Number

ARTICLE 7
UNION REPRESENTATION

SECTION 1.

Neither party, in negotiations, shall have any control over the selection of the negotiation or bargaining representative of the other party. The Bargaining Committee of the Union shall consist of not more than three (3) representatives. The Union will furnish the City with a written list of the Union's Bargaining Committee, prior to the first bargaining meeting.

SECTION 2.

Copies of special orders, general orders or training bulletins affecting union members shall be made available to the Union upon request at the "Normal" cost of copying charged to the public or the Union can make copies at its own expense.

SECTION 3.

Solicitations of any and all kinds by the Union, including solicitations of memberships and the collection of union monies, shall not be engaged in at the Fire Station

Solicitations for recognized charitable organizations may be conducted during duty hours with prior written approval of the Fire Chief or his/her designee.

SECTION 4.

All collective bargaining between the City of Treasure Island and the Union shall be done at mutually agreed times and dates, and only one union bargaining team member will receive pay, if on duty, for collective bargaining sessions as long as it does not affect the proper operation of the Fire Department.

ARTICLE 8
UNION BUSINESS

SECTION 1.

A union member, maximum of one (1) per shift, shall be granted time off, with pay and no loss of benefits to attend conventions and seminars of the Pinellas County Professional Firefighters, I.A.F.F. Local 4966. Attendance shall be permitted only if the shift is covered through the use of "swap/trade" or union pool time. There shall be no cost to the City for this replacement coverage.

SECTION 2.

Union Pool Time. Union members shall maintain a minimum balance of 120 hours of union pool which may be drawn upon at the discretion of the union. Donations of vacation time to this pool shall be donated in equal hours as needed to maintain the 120 hour balance and processed in writing upon union forms. The union will notify the Fire Chief, or his/her designee, as to the disbursement of union pool time.

ARTICLE 9
BULLETIN BOARD

SECTION 1.

The presently existing bulletin board authorized for Union use may be used for posting notices, but restricted to:

A. Notices of Union recreational and social affairs.

B. Notices of Union elections and results of elections.

C. Notices of Union appointments and other official business.

D. Notices of Union meetings and minutes of same.

SECTION 2.

All notices posted shall be signed by a member of the Union Executive Board. The Union Executive Board shall be responsible for all Union related material posted.

SECTION 3.

Duplicate copies of all notices posted shall be submitted to the Fire Chief or his/her designee for his/her file. Any material found on the Union bulletin board must be on file with the Fire Chief or his/her designee and signed by a member of the Union Executive Board, or it shall be removed by any Fire Department officer not covered by this Agreement.

SECTION 4.

All costs incidental to preparing the posting of Union materials will be borne by the Union. The Union is responsible for maintaining the Union bulletin board in an orderly condition.

ARTICLE 10
GRIEVANCE PROCEDURE

In a mutual effort to provide harmonious working relations between the parties of the Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances arising from the application or interpretation of this Agreement.

A grievance shall be defined as an alleged violation of a specific provision of this Agreement. A working day in this section will be defined as a normal 8 hour working day for management.

Grievances shall be processed in accordance with the following procedure.

STEP 1.

The aggrieved employee shall discuss the grievance with his/her immediate supervisor within five (5) working days of the occurrence which gave rise to the grievance. An Association grievance representative may be present to represent the employee, if the employee desires his/her present. The immediate supervisor shall attempt to adjust the matter and/or respond to the employee within five (5) working days.

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step II of the grievance procedure within the time limits provided for the submission of a grievance in Step 1, and signed by the aggrieved employee(s), and the Association representative on their behalf if the employee(s) so desires his/her assistance. All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing.

STEP II.

If the grievance has not been satisfactorily resolved the aggrieved employee and the Association representative, if the employee wishes his/her assistance, shall reduce the grievance to writing on the standard form provided for this purpose and present such written grievance to the Fire Chief or his/her designee within five (5) working days from the time the immediate officer's response was due in Step 1.

The Fire Chief or his/her designee shall meet with the employee(s) and the Association representative if the employee wishes him/her present within five (5) working days. The Fire Chief or his/her designee shall respond in writing within five (5) working days from the date of the meeting.

STEP III.

If the grievance has not been satisfactorily resolved in Step II, the employee or the Association if the employee wishes its assistance, may present a written appeal to the City Manager within five (5) working days from the receipt of the Fire Chief or his/her designee written response. The City Manager shall meet with the employee(s) and the Association representative if the employee wishes him/her present within five (5) working days. The City Manager shall respond in writing within five (5) working days from the date of the meeting.

Any grievance not processed in accordance with the time limits provided above shall be considered conclusively abandoned. Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the grievance procedure.

ARBITRATION

Any grievance not resolved in the grievance procedure may be referred to arbitration within ten (10) calendar days from the date when the City Manager's response is due in Step III. If the parties fail to mutually agree upon an arbitrator within five (5) calendar days after the date of receipt of the arbitration request, a list of five (5) qualified neutrals shall be requested from the federal mediation and conciliation service by the Human Resources Director.

Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out first.

The arbitration shall be conducted under the rules set forth in this Agreement, not under the rules of the American Arbitration Association.

The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this article, or which is not specifically covered by this Agreement.

The arbitrator shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be binding in accordance with Florida Statutes 447.401.

It is contemplated that the City and the employee shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his/her decision to the particular matter thus specified. In the event of the failure of parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his/her consideration to the written statement of the grievance presented in Step II of the grievance procedure.

Each party shall bear the expense of its own witness and its own representatives. The parties shall bear equally the expense of the arbitrator. Any party requesting a copy of the transcripts of such arbitration hearing shall bear the cost of the same.

The arbitrator shall be requested to render his/her decision as soon as possible, but in any event, not later than thirty (30) calendar days after the hearing. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals for more than five (5) calendar days prior to the date when such grievance shall have been submitted in writing. The hearing on the grievance shall be informal and the rules of evidence shall not apply.

ARTICLE 11
PERSONNEL REDUCTION

In the case of a personnel reduction the employee with the least seniority in the Treasure Island Fire Department shall be laid off first, except that no employee receiving a "fully satisfactory" evaluation for a period of two (2) years prior shall be laid off ahead of an employee receiving less than a "fully satisfactory" rating during the same period of time. In the event the amount of time in classification is equal and the evaluations are equal, the order in which the employees are laid off or recalled will be at the discretion of the Fire Chief or his/her designee. No new employees shall be hired until such time as all employees laid off within the preceding twelve (12) months have been given the opportunity to return to work, if such employee is physically qualified subject to the City doctor's physical examination and the requirements of the state minimum standards for firefighters to perform Fire Department work at the time of recall.

ARTICLE 12
LEAVE PROVISIONS

SECTION 1.

A parity schedule will be applied to all benefits in this section for any position scheduled for a 40 hour work week.

VACATION LEAVE:

A. Computation of Vacation Leave:

Annual vacation leave shall accrue at the following rates for Firefighters on a 2912 schedule.*:

COMPLETED YEARS OF SERVICE	RATE OF VACATION ACCRUED
Start through 4 years	12 hours per month
5 through 9 years	16 hours per month
10 through 14 years	18 hours per month
15 through 19 years	20 hours per month
20 years	21 hours per month
21 years	22 hours per month
22 years	23 hours per month
23 years	23 hours per month
24 years and over	24 hours per month

Annual vacation leave shall accrue at the following rates for the Fire Inspector assigned to a 2080 schedule.

Completed Years of Service	Hours Accrued Annually
0 through 4 yrs	88 hours
5 through 9 yrs	128 hours
10 through 14 yrs	160 hours
15 through 19 yrs	168 hours
20 years	176 hours
21 years	184 hours
22 years	192 hours
23 years	200 hours
24 years	208 hours

Upon separation from service for any reason, the employee shall be paid for accrued unused vacation to the effective date of the termination except that probationary employees shall forfeit all accrued unused vacation if termination occurs prior to

satisfactory completion of the one (1) year probationary period. The maximum payout of accrued vacation time is 408 hours for firefighters, 320 hours for Fire Inspector.

B. Accumulation and Use of Vacation Leave:

Vacation may be taken when it is earned except that employees who are on probationary status shall not be permitted to take vacation unless prior approval is provided by the Fire Chief or his/her designee. Earned vacation shall be taken during the calendar year or be forfeited. However, 320 hours may be carried into the next calendar year with the approval of the Fire Chief or his/her designee. Additional hours may be carried into the next calendar year for good cause with the prior written approval of the City Manager.

C. Restrictions:

Vacation leave shall not be earned by an employee during leaves of absence without pay, suspension, or when the employee is otherwise on a non-pay status and deductions of vacation leave credit shall be based on one day for each day lost.

D. Schedules for Vacations:

The Fire Chief or his/her designee shall make provisions annually for earned vacation of employees and shall provide appropriate individual dates of vacation with due consideration to seniority, wishes of the employees and needs of the service. The Fire Chief's or his/her designee's determination of the schedule shall be final.

SECTION 2.

A. HOLIDAYS

The following holidays shall be observed:
New Year's Day
Dr. Martin Luther King Birthday

Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Employee's Birthday

B. HOLIDAY PAY

(1). Twelve (12) additional hours at straight time, shall be paid to all employees for each of the above enumerated holidays. Employees on a forty hour work week covered by this agreement shall be paid the equivalent of a normally scheduled day's pay (at their regular straight-time rate) for the above designated holidays as observed by the city. Should any designated holiday fall on a Sunday, the following Monday shall be observed as the official holiday. Holidays falling on Saturdays shall be observed on the preceding Friday.

(2.) An employee must be on active pay status the day the holiday is observed in order to receive the holiday pay.

(3.) If additional holidays are declared by the proper City authorities, and are applicable to other non-union City employees, employees covered by the Agreement shall receive an additional 12 hours pay for each such additional holiday at straight time.

SECTION 3.

A. SICK LEAVE

(1) Eligibility: All employees shall be entitled to earn sick leave.

B. DEFINITION

Sick leave shall be granted for the following:

(1) Absence due to illness or injury of employee.

(2) Personal medical, dental and optical appointments.

(3) Absence due to illness or injury of spouse or dependent members of the household which necessitates the employee's personal attention. Upon request of the Fire Chief or his/her designee, the employee may be required to furnish a physician's statement indicating the spouse's or dependent's need of direct personal care.

C. COMPUTATION

(1) Sick leave shall be accumulated at the rate of 12 hours per month for firefighters assigned to a 2912 schedule, Fire Inspector assigned to a 2080 schedule will accrue eight (8) hours per month.

(2) Sick leave shall not be charged when the employee is out on Workers' Compensation as set forth in Section 6.

(3) Accumulated vacation shall be used as sick leave when all sick leave credits have been exhausted.

(4) Employees who are eligible to accrue sick leave may accumulate unlimited sick time.

(5) Employees who separate from the service of the city with ten or more years of service will be paid a percentage of their accrued sick leave according to their length of continuous service as follows: 25% of accrued sick hours for 10 years of service and an additional 2.5% for each additional year of service up to 20.

Years of Service	Percentage of accrued sick leave paid at retirement
10	25%
11	27.5%
12	30%
13	32.5%
14	35%
15	37.5%
16	40%
17	42.5%
18	45%

19	47.5%
20 or more	50%

D. SICK LEAVE REQUESTS AND REQUIREMENTS

(1) Records of sick leave earned and used shall be kept by the City.

(2) The Employee shall have the responsibility of notifying the Fire Chief or his/her designee promptly of any illness requiring employee's absence at least thirty (30) minutes prior to his/her scheduled shift from which he will be absent. Failure to notify the Fire Chief or his/her designee of the absence shall forfeit any claim for sick pay.

(3) Absence for three (3) consecutive shifts without proper notification to the Fire Chief or his/her designee shall be considered absence without leave and be sufficient cause for dismissal.

(4) Employees absent for more than two (2) shifts may be required to submit medical evidence of reason for absence, upon request by the Fire Chief or his/her designee.

(5) It is understood that excessive absenteeism constitutes just cause for discipline, up to and including discharge.

(6) Medical, dental and optical appointments shall be charged on an hour for hour basis as needed by the employee. No sick leave shall be charged, however, for medical examination or treatment required by the City.

E. CATASTROPHIC ILLNESS LEAVE

(1) There shall be a catastrophic sick leave bank (CSLB) into which and from which participating members are eligible to draw in the case of catastrophic illness or injury once they have exhausted all accumulated sick as follows:

(2)The parties will jointly administer the CSLB according to the following guidelines:

(a). All bargaining members will be a part of the catastrophic sick leave bank. Members may voluntarily contribute sick leave up to a maximum of 120 hours per year, provided that the member has a minimum of 200 hours of sick leave in

their personal account after making a donation. . Additional contributions to the CSLB may be made as provided in Section E-5.

(b). The City will administer transfer of the contributions to the CSLB.

(c) Days contributed become property of the CSLB and cannot be refunded.

(3) A committee of three (3) members of the bargaining unit appointed by the elected officials of Local 4966, IAFF, shall administer the CSLB. All disputes arising from the implementation of this section shall be resolved by the committee which shall have final authority.

(4) Participants may withdraw from the bank according to the following procedures:

(a). The participant be certified to be suffering from a personal debilitating illness or injury has used all but 48 hours of personal paid sick leave.

(b) Maximum withdrawal(s) for any one (1) illness, injury, or complications arising thereof, shall be three hundred, thirty-six (336) hours. The maximum withdrawal(s) may be increased by mutual agreement between the City and the Union. Withdrawals shall be granted in increments of fifty-six (56) hours. Consecutive applications must comply with the provisions of (a) above.

(c)Allocations shall be determined by the committee upon written applications accompanied by a doctor's certificate of incapacity to return to work.

(d) Days used from the bank may not result in double compensation when combined with other benefits such as workers compensation.

(e) The Committee shall develop such additional rules, restrictions and procedures as necessary to efficiently administer the program and prevent abuse. These rules, restrictions and procedures will be agreed upon in an SOP and applied to each bargaining member.

(f) Subject to the provisions of this Article, the City shall disburse withdrawals approved in writing by the Committee at the participant’s regular straight time rate of pay.

(5) There shall be no contribution to the CSLB which shall cause the CSLB to exceed three thousand (3,000) hours.

(6) This article shall in no way authorize either party to deviate from provisions of the Family Medical Leave Act (FMLA).

SECTION 4.

A. FUNERAL LEAVE

(1) Employees covered by this Agreement may be granted, upon approval of the Fire Chief or his/her designee, time off with pay not to exceed 24 hours (48 hours if the funeral is out of state) in the event of a death in his/her immediate family. The employee shall have up to 30 days from the date of death to use approved funeral leave

(2) The employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, adopted child, brother, sister, father-in-law, mother-in-law, paternal and maternal grandparents, brothers-in-law, sisters-in-law, stepchild, stepfather, stepmother, stepbrother and stepsister.

(3) Funeral leave shall not be charged to vacation or sick leave.

(4) Should an employee require additional time other than provided in Section 1of this article, he may request the additional time from the Fire Chief or his/her designee. Upon approval by the Fire Chief or his/her designee, any additional time will be charged to vacation if the employee has hours accrued that can be charged.

(5) The employee shall provide the Fire Chief or his/her designee with proof of death in the family as defined before compensation is approved, if requested.

SECTION 5.

A. MILITARY LEAVE

(1) Employees who are members of the Florida National Guard, or members of other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their duties with pay in compliance with Florida Statute Chapter 115.07.

(2) The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

SECTION 6.

A. WORKERS COMPENSATION

(1) All municipal employees are covered by workers' compensation laws and shall be entitled to all benefits awarded under such laws. Injuries that occur while on duty or performing services directed by superiors shall be reported immediately through the Department Head to the Human Resources Director.

(2) Injured employees who require immediate treatment shall be treated by the City's paramedics if said paramedics are available and respond. If further treatment is required, the employee shall be transported to the emergency room.

(a) Employees failing to report injuries received to their Fire Chief his/her designee within twelve (12) hours from occurrence of such injury shall be excluded from supplemental benefits other than those covered by workers' compensation laws.

(b) Injuries requiring absence of more than one shift shall require a physician's approval to return to work.

(c) Any injuries due to the employee's own misconduct or willful negligence shall disqualify said employee from supplemental benefits.

(3) Supplemental Benefits:

(a) Employees receiving job related injuries and resulting disabilities and having been awarded salary compensation benefits under workers' compensation laws shall receive supplemental benefits, for a maximum period of One-hundred-eighty (180) calendar days, equaling the difference between the workers' compensation maximum benefit and the employee's regular rate of pay

(b)

SECTION 7.

A. VOTING

All employees are allowed reasonable time away from their jobs in which to exercise their right to vote in both local and national elections.

SECTION 8:

A. FAMILY AND MEDICAL LEAVE

The City shall comply with the Family and Medical Leave Act of 1993. Any employee taking leave under said Act shall be required to exhaust all accrued vacation leave and sick leave before going on unpaid status. Any question of whether the City complies with such Act shall be resolved by the provisions of such Act and not through Article 10 Grievance Procedure.

ARTICLE 13
JURY DUTY

SECTION 1.

(1) In the event an employee is subpoenaed or summoned for Jury Duty he shall receive full pay, such pay being the difference between jury pay and regular pay, for the normal work hours required to perform such duty. Any travel pay will not be used in computation of the difference between jury pay and regular pay. Employees who perform jury duty for only a portion of a regular scheduled workday are expected to report to work when excused or released by the court.

(2) If an employee is called for jury duty he shall promptly notify his/her immediate supervisor so that arrangements may be made for his/her absence from work.

(3) The Employee shall provide the Fire Chief or his/her designee with proof of jury service before compensation is approved.

ARTICLE 14
WORK PERIOD AND OVERTIME

SECTION 1.

(1) The work period shall consist of seven (7) days with a bi-weekly pay period.

(2) All hours actually worked in excess of fifty-three (53) hours in a seven (7) day period, shall be compensated at the rate of time and one-half. Paid absences shall not be counted in the computation of overtime.

(3) The current 24 hours on duty and 48 hours off duty shall be continued for the duration of this Agreement.

(4) The Fire Inspector position is a 40 hour work week, all hours worked in excess of forty (40) hours in a seven (7) day period shall be compensated at the rate of time and one half. Paid absences shall not be counted in the computation of overtime.

ARTICLE 15
RESIDENCY REQUIREMENTS

The City shall not require employees to live within the corporate limits of the City of Treasure Island as a condition of employment. All employees shall be held responsible for prompt attendance, in accordance with prevailing rules and regulations.

ARTICLE 16
ACTING OFFICER

Whenever a firefighter is required to serve as an Acting Officer, he/she will receive a stipend of 5% of their base pay at straight time for each full hour worked. All acting assignments shall be offered on the basis of qualifications for such assignment to employees on the current Lieutenant promotion list at the sole discretion of the Fire Chief or his/her designee.

ARTICLE 17
INSURANCE

All full-time employees covered by this Agreement shall be eligible for the same group Medical, Dental, Long-Term Disability, and Life Insurance policies as provided by the City to other classified city employees. Employees may elect to cover eligible dependents for medical and/or life dental insurance on the same terms as other classified city employees.

ARTICLE 18
EDUCATIONAL INCENTIVE

The City Manager may, if funds are budgeted and available, authorize reimbursement for tuition and bonuses for courses or seminars that are to be taken by employees.

A. RESTRICTIONS

(1) The course or curriculum should be related to the employee's job or be contributory to the long-range value of the employee to the City.

(2) Employees earning college degrees while employed by the City will receive a one-time salary adjustment as follows:

(3) A $300.00 annual pay raise for an A.A. (Associate Arts) Degree.

(4) A 600.00 annual pay raise for a B.A. or B.S. (Bachelor of Arts or Science) Degree.

(5) A $1000.00 annual pay raise for a M.A. or M.S. (Master of Arts or Science) Degree.

(6) There will be no duplicate payments for the same course. If the course is reimbursable through some other source, then the provisions of the City's education tuition refund and bonus plan do not apply.

B. REQUIREMENTS

(1) Full time employee at least one year, with the exception granted by the Fire Chief approval.

(2) Educational training at the post high school and adult education level.

(3) Only one course per quarter or semester (or equivalent period of time) unless permission is obtained from Human Resources Director.

(4) Application for tuition reimbursement must be filed prior to taking the course to insure participation by the City.

(5) A successful completion of the course or curriculum with a grade of "Satisfactory" or at least a grade of "C" and a copy of the final grade, certification or degree presented to the Human Resources Department.

C. PARAMEDIC TRAINING PROGRAM

(1) The City may hire Emergency Medical Technicians (EMTs) with the understanding that the City will pay all costs associated with such EMTs receiving their paramedic

certification from an educational facility pre-approved by the City. Prior to the City paying any costs associated with an EMT receiving his/her paramedic certification, the individual employee must enter into an agreement with the City related to the repayment of such costs should the events described below in sections 2 or 3 of this article arise. Costs must be appropriately documented and will be limited to the expenses set forth in Appendix A of this article, which is attached hereto and incorporated by reference. Costs incurred in obtaining paramedic certification, which are not specifically included in Appendix A, may be reimbursed at the discretion of the City.

(2) An EMT hired by the City pursuant to this article will have a period of two (2) years from the date of hire to successfully complete the required training to become a paramedic. Failure to successfully complete all required coursework and be certified as a Pinellas County paramedic within that time period may result in the termination of such EMT's City employment. Termination based solely on an employee's failure to obtain paramedic certification within two years of hire is not grievable under the process set forth in Article 10 of the Agreement.

(3) Should an EMT hired under this program resign or abandon his/her position within three (3) years of his/her paramedic certification date, such EMT will be required to reimburse the City for the entire cost of the paramedic education, including all costs listed in Appendix A paid by the City. Such reimbursement may occur either through payroll deduction or by a payment made directly to the City. Such reimbursement must occur within thirty (30) days of the employee's resignation. The employee will also be required to reimburse the City for any costs associated with its efforts to collect any funds under this Section, including attorney's fees and costs. No requirement under this Section is grievable under the process set forth in Article 10 of the Agreement.

(4) Current employees who are EMTs and have completed their employment probationary period, may request to attend paramedic school at the City's expense under this program but should they resign or abandon their position within two (2) years of his/her receipt of the paramedic certification, such EMT will be required to reimburse the City for the entire cost of the paramedic education, including all costs listed in Appendix A paid by the City. Prior to the City paying any costs associated with an EMT receiving his/her paramedic certification, the individual employee must enter into an agreement with the City related to the repayment of such costs should the employee resign or abandon his or her position within two (2) years of his/her receipt of the paramedic certification. Such reimbursement may occur either through payroll deduction or by a payment made directly to the City. Such reimbursement must occur within thirty (30) days of the employee's resignation. The employee will

also be required to reimburse the City for any costs associated with its efforts to collect any funds under this Section, including attorney's fees and costs.

(5) An employee who has completed employment probation and elects to pursue paramedic certification under this section will not be subject to termination for failing to obtain certification as a Pinellas County paramedic but will be required to reimburse the City for all expenses associated with the paramedic training if Pinellas County paramedic certification is not obtained within 6 (six) months of completion of paramedic school. The Fire Chief, at his or her sole discretion, may extend this period for up to 3 (three) additional months, upon a showing of good cause. Neither the reimbursement requirements nor a decision not to extend the 6 (six) month period is grievable under the process set forth in Article 10 of the Agreement.

(6) The Union has no liability or obligation under this agreement. City employees who receive paramedic training at the expense of the City shall be personally responsible for reimbursement to the City. No payments will be made by the City pursuant to this article, except upon receipt of a signed acknowledgment by each employee seeking payment for paramedic training, indicating he or she understands the requirements contained in this article.

The City will attempt to rearrange work schedules for classes if it does not interrupt the normal work flow.

ARTICLE 19
INDEMNIFICATION

The City shall come in and defend all suits against employees covered by this Agreement and to protect said members for liability incurred, as long as they are acting within the scope of their employment in the absence of gross negligence.

ARTICLE 20
SAFETY

SECTION 1

A. Safety Committee.

The Fire Department shall participate in the City's Safety and Wellness Committee.

SECTION 2

A. Recommendations.

The City shall make reasonable efforts to provide and maintain safe working conditions. To this end, the Union shall cooperate and encourage the members to work in a safe manner. The City shall receive and consider written recommendations with respect to safety matters from any member, the Safety Committee or the Union collectively and respond in writing within thirty (30) working days.

SECTION 3

A. Equipment and Devices.

The City shall provide proper and necessary safety equipment and devices are deemed necessary by the City. Such equipment and devices, where provided, shall be used. Failure by members to utilize provided equipment or devices shall be subject to disciplinary measures.

SECTION 4

A. Return of Uniforms and Equipment.

In the event a member leaves the employ of the department, the member shall return all uniforms and safety equipment to the department.

SECTION 5

A. Reporting.

Members shall immediately report any and all unsafe or potentially unsafe conditions that they are unable to correct to the Fire Chief, or his/her designee. After discussion with the Fire Chief his/her designee, the Safety Committee may schedule a joint meeting with the Fire Chief, or his/her designee and the City Manager to discuss any condition it considers unsafe that has not been resolved in a reasonable time by the Fire Chief or his/her designee.

SECTION 6

A. Inoculation

The City agrees to pay the reasonable expenses for inoculation or immunization shots for employees and the employee's immediate family residing in the employee's household when such becomes necessary as a result of the employee's exposure to a contagious disease while in the line of duty with the Treasure Island Fire Department. The employee shall make all reasonable efforts to have this service performed at no cost by the county health department or other agency.

ARTICLE 21
PHYSICAL EXAMINATIONS

SECTION 1

A. Employees covered by this Labor Agreement shall be required to undergo an annual employer physical examination as scheduled by the Fire Department each October. Said physical shall not include drug testing.

B. The employer shall determine the extent of the examination and bear the cost of such examination. The results of these physicals shall be sent to each employee upon completion of the physical. Physicals for current employees shall be the same as is required of new employees.

C. It shall be the duty of the employee concerned to take remedial measures or any treatment recommended by the examining physician. Problems arising in connection with remedial measures shall be resolved by the Fire Chief or his/her designee.

D. If an employee after being scheduled for his/her physical examination, fails to keep his/her appointment, he may be subject to disciplinary action.

ARTICLE 22
SUBSTANCE TESTING

In the interest of safety, health and performance of our workforce and our citizens the City of Treasure Island requires, as a condition of continued employment, that employees refrain from substance abuse both on and off the job. The policies and procedures contained in this section are for the purpose of achieving that goal.

This policy is implemented pursuant to the Drug Free Workplace Program under the Florida Workers' Compensation Act, FLs. Statute section 440.102 and attendant Rules Section 59A-24.001, et seq., F.A.C. This act provides that any employee who is injured in the course and scope of employment and test verified positive on a drug or alcohol test, may forfeit his/her eligibility for medical and indemnity benefits under the Florida Worker's Compensation Act, and may be terminated and denied unemployment benefits. Further, refusal to take a drug or alcohol test will also result in the employee forfeiting his/her eligibility for medical and indemnity benefits under the Florida Workers' Compensation Act, as well as possible termination of the employee and denial of unemployment benefits.

The City prohibits employees from bringing onto the City's premises or job sites; having possession of; being under the influence of; possessing in the employee's body, blood or urine, or using, consuming,

transporting, selling or attempting to sell, giving away any illegal drugs (including prescription drugs illegally obtained or prescribed for the individual only), or alcohol, at any time. Employees found participating in any of the above activities are guilty of misconduct and shall be subject to the City's discipline policy and may be discharged at the discretion of the City Manager.

TYPES OF TESTING

The City may and to the extent permitted by law, will use testing as one of the several means of enforcing its drug free workplace policy. Testing will be conducted in the manner and circumstances listed below, including reasonable suspicion testing which may be drawn from inferences or facts. All drug screens (with the exception of pre-employment and annual fitness for duty drug screens) will include alcohol testing. The list that follows is considered all inclusive:

(1) Pre-employment

(2) Reasonable suspicion of substance abuse

(3) Following on-the-job accidents resulting in personal injury or property damage in excess of $1000.
Note: employees may not use alcohol for eight (8) hours following an accident if a post-accident alcohol test is conducted, whichever comes first.

(4) Fitness for duty medical examinations

(5) Employees participating in a substance abuse rehabilitation program (subject to quarterly testing for a period of two years after program completion)

(6) Random testing

The testing performed will analyze a breath, urine or blood specimen for the presence of any of the following substances or a metabolite of the substance:

(1) Alcohol - Ethyl alcohol as a beverage or as part of a medication;
(2).Marijuana - Cannabinoids, THC;
(3).Cocaine;
(4).Methadone - Dolophine, Methadose;
(5).Barbituates - Nembutal, Tuinal, Seconal, etc.;
(6).Amphetamines - Desoxyn, Biphetamine, Dexedrine, etc.;
(7).Methaqualone - Quaaludes;
(8).Opiates - Codeine, Percodan, Paregoric, Morphine, etc.;
(9).Propoxyphene - Darvon, Dolene, etc.;

(10) Phencyclidine - (PCP);
(11).Benzodiazepines - Librium, Valium, Xanax, Serax, Halcyon, etc.

Testing may also include designer drugs or other abused substances as added by Federal or Florida Statutes.

Levels of detection for a positive drug result for screening and confirmatory tests will be those established by the United States Department of Health and Human Services for the *Federal Guidelines on Drug Testing.*

Alcohol testing

Alcohol testing will be conducted using evidential breath-testing devices approved by the National Highway Transportation Safety Administration. Two breath tests are required to determine if an employee has a prohibited alcohol concentration. A screening test is conducted first. A confirmation test must be conducted if the screening test detects any alcohol. A confirmed result indicating a blood alcohol concentration of .02 or greater will be considered a positive test.

A list of the most common drugs or medications by brand name, common name, as well as chemical name, which may alter or affect a drug test is available to all job applicants and employees at the time of testing.

A form will be provided for employees or job applicants to voluntarily and confidentially report to a Medical Review Officer the use of prescription or non-prescription medications both before and after being tested. Providing this information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any confirmed positive test result.

The use of legal drugs, that is drugs prescribed by licensed physicians for a specific medical purpose is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and can adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner. Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance should discuss whether or not this prescribed drug will affect their ability to conduct their job in a safe and efficient manner. It is the employee's responsibility to report if a doctor indicates their prescription could create a direct threat to the health or safety of the employee or others, or impairs their ability to perform the essential functions of his/her job. Should the restrictions be such that the City cannot accommodate, the City may temporarily reassign the employee or request the employee to take sick leave during the

period of treatment. Detection of controlled substances will be presumed to be in violation of this policy unless the employee has advised the City of its medicinal use in advance.

The City respects the privacy of an employee's legal use of medication. The name of the medication you are taking need not be revealed to the City. Only the effects of such, and any accommodations that are needed, are required to be revealed. It will be up to the Medical Review Officer to determine if the medication interceded with a drug test or the unsafe performance of your job.

Specific confirmation testing will be performed for all positive test results. Employees testing positive for prescription drugs that are commonly abused must produce evidence from their attending physician to justify the treatment necessity for use of the drug(s).

Within five working days after receipt of a confirmed positive test result from the Medical Review Officer, the employer shall inform the employee or job applicant in writing of such confirmed positive test results, the consequences of such results, and the options to the employee or job applicant.

The employer is responsible for testing costs, except for test costs that are involved with an employee or job applicant who challenges the initial test results.

Reasonable Suspicion Testing

Any employee reporting to work who demonstrates impaired conduct considered unsafe for the performance of his/her job duties or if an employee becomes similarly impaired on the job, will be observed and/or interviewed by a supervisor to determine the cause of the irregular behavior.

If the supervisor concludes that the irregular behavior is unsafe, the employee will not be allowed to continue working and shall be transported to a medical facility for drug testing. Alcohol testing will normally be performed by qualified personnel from the Treasure Island Police Department. The employee will not be allowed to drive any City vehicle.

Reasonable suspicion testing shall also be conducted when there is:

(1) Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol; odor of alcohol on the breath.
(2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;

. (3) A report of drug use, provided by a reliable and credible source; A report of alcohol use within a time period prior to reporting for duty that would cause one to reasonably expect that alcohol would be detected by intoxilyzer testing.
(4) Evidence that an individual has tampered with a drug test during his/her employment;
(5) Information that an employee has caused, contributed to, or been involved in an accident while at work;
(6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.

Supervisors will document their observations and conduct an employee interview. Final disposition of the incident will be documented with the signatures of the supervisors / department heads, and dated.

A copy of the Confidential Supervisor's Incident Report will be provided for the employee with the employee's signature of receipt. This Confidential Supervisor's Incident Report will be retained by the employer for a period of at least one year.

Random Testing

All employees are subject to random testing for substance abuse at any time during working hours.

The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table of a computer-based random number generator that is matched with an identifying number. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. There is no limit to the number of times any employee may be tested. The minimum annual percentage rate for random controlled substances testing shall be 50 percent of the average number of employees.

Consequences of Positive Test or Test Refusal

(1) Refusal or failure to submit to testing, or a confirmed positive test result following an on the job accident or injury, shall disqualify an employee from workers' compensation benefits.

(2) Confirmed positive test results shall eliminate applicants from employment consideration.

(3) Failure to participate in random, reasonable suspicion, pre-employment, fitness for duty or other City designated drug or alcohol testing shall result in termination of employment.

(4) Any employee with a confirmed positive test result may be terminated from employment at the discretion of the City Manager.

(5) Refusal or failure to submit to testing following an on-the-job accident shall result in termination of employment.

In the event that an employee informs the employer in writing of employee's abuse of alcohol/drugs prior to reporting for duty or prior to reporting for testing, no disciplinary action shall be taken against the employee; provided, the employee signs a rehabilitation agreement and enrolls in a City approved rehabilitation/treatment program.

Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, the employee may request leave of absence, without pay. No employee will be granted more than one such rehabilitation opportunity.

Employees who are granted a leave of absence under this section must complete all EAP, medical and other rehabilitative requirements established by the City for them within a reasonable amount of time in order to be considered for return to work. The employee shall be given no service credit, pay (other than accrued sick and vacation) or accrue any benefits for the period of absence.

Other Grounds for Termination

An employee bringing onto the City's premises or job sites; having possession of; being under the influence of; possessing in the employee's body, blood or urine (at levels exceeding or equal to established cut off levels, or using, consuming, transporting, selling or attempting to sell, giving away any illegal drugs (including prescription drugs illegally obtained or prescribed for the individual only), or alcohol, at any time is guilty of misconduct and may be discharged.

Challenging Test Results

The employee or job applicant desiring to challenge a confirmed positive drug test result will be responsible for notifying the original testing laboratory of an alternate HRS licensed laboratory, for the purpose of transferring, under Chain of Custody, a portion of the employee or job applicant's specimen for re-testing. The employee may have a portion of their original specimen re-tested during a period of 180 days following written notice of a positive test result. When an employee challenges the result of a confirmed positive test it shall be the employee's responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case is settled.

Concerning denials of workers' compensation benefits due to a positive test result, an employee may undertake an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims. Other challenges of a confirmed positive test result, not involving work place injuries, must be filed in a court of competent jurisdiction.

Employees or job applicants may consult with the Medical Review Officer for technical information regarding prescription or non-prescription medications that may affect test results.

Job applicants or employees whose drug test results are confirmed positive shall not, by virtue of the result alone, be defined as having a "handicap."

Getting Help

The Human Resources Department maintains a current list of rehabilitation and treatment programs/facilities for employee reference.

Confidentiality of Information

All drug test information, reasonable suspicion reports, or other related information concerning an individual will remain confidential and will not be disclosed except for conditions described in Florida Statues. Release of such information under any circumstances other than those described in Florida Statutes, will be solely pursuant to a written consent, voluntarily signed by the person tested.

Governmental Compliance

This Drug Free Work Place Policy satisfies requirements under F.S. 440.102 and administrative rules 38F-9.014 of the Department of Labor and Employment Security, Division of Workers' Compensation.

Further Understanding of the Parties

(1) This Substance Abuse Article 22 in the Agreement between the City of Treasure Island and I.A.F.F. Local 4966 is the same as the City's substance abuse policy which will be applied equally to all employees, including City Manager, department heads, supervisors, confidential employees, and employees in all bargaining units.

(2) Reference in this Article to "off the job" substance abuse refers to drugs but not to alcohol. Off the job abuse of alcohol is only a concern to the City if and when it has a direct effect on the job as well.

(3) The City will provide an Employee Assistance Program for substance abuse for use by employees on a confidential basis.

(4) To the extent that it is possible, at least two supervisors will concur on "reasonable suspicion" decisions to test for substance abuse.

. (5) The City intends to randomly test CDL operators at a rate that will test at least 50% of this group as provided by DOT regulations. The City intends to randomly test all other employees at a rate of 50%.

(6) The parties may, in concert, make any changes to this Article 22, *Substance Abuse*, that the parties mutually agree to in writing.

ARTICLE 23
PAY PLAN

SECTION 1

1. The Pay Plan for employees covered by this Agreement shall be in the step plans as included in appendix B.

2. Effective 10/01/2024 all Firefighter/Paramedics, Lieutenant/Paramedics, and Lieutenant/EMTs will be eligible for placement in the step plans included as appendix B applicable to their qualification/rank according to the following list:

Name	Step
Altman (LT/PM) Rowland (LT/PM) White (EMT)	3 3 4
Bagos	7
Collazo	1
Conklin	3
Dahlstrom	5
Drooger	4
Hinebaugh	3
Howard	12
Keller	5
Klemba	5
Martinez	4

3. Due to the pay adjustment made on 10/1/2024, all employees eligible to participate in the step plan as outlined in the collective bargaining agreement, will have a new step date of 10/1 for the purpose of moving through the step plan.

4. Employees hired or promoted into a position eligible for the step plan after 10/1/2024:
    a. All newly hired or promoted employees will be required to complete one (1) year of probation
    b. Upon successful completion of the probationary period, those employees will be eligible for the next step in their respective plan with a classification date that reflects the date they completed their employment probation.

5. Provided they earn an annual evaluation score of 2.5 or greater, Firefighter/Paramedics, Lieutenant/Paramedics, and Lieutenant/EMTs will advance one step on October 1st of each year covered in this agreement.

6. Firefighter/EMTs will receive a one-time increase on 10/1/24 to the minimum pay for this classification, per appendix B. Firefighter/EMTs will receive the same (GWI) and be eligible for any merit increases awarded to general City employees, on October 1st of each succeeding year of this agreement, and, provided they earn an annual evaluation score of 2.5 or greater. Firefighter/EMT pay increases shall not result in any Firefighter/EMT exceeding the maximum salary for this position as listed in appendix B.

SECTION 2

Firefighter/Paramedics who are promoted to Lieutenant/Paramedic shall receive an increase of at least five (5) percent above their current rate and into the closest step that reflects the 5% increase OR the minimum of the pay grade, whichever is greater.

SECTION 3

Any Firefighter who meets the required state certification guidelines and is assigned by the Fire Chief or their designee to perform the duties below as a part of their normal duties shall receive a $50 stipend per pay period.

Fire Officer I or above

Fire Inspector I or above

Fire Investigator I or above

ARTICLE 24
MAINTENANCE OF CONDITIONS

SECTION 1.

Written rules, regulations, policies, procedures, rights, privileges and working conditions of the Fire Department in effect prior to the effective date of this Agreement shall remain in full force and effect unless changed, modified or deleted by the City or unless they are in conflict with any articles or sections of this Agreement.

SECTION 2.

This Agreement shall take precedent over all written rules, regulations, policies or Procedures in direct conflict with this Agreement.

ARTICLE 25
SAVINGS CLAUSE

SECTION 1.

If an article or section of this Agreement should be found invalid, or not enforceable, by reason of any existing or subsequently enacted legislation or by any court or competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION 2.

In the event of invalidation of any article or section both the City and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement of only the particular article or section invalidated.

ARTICLE 26
RETIREMENT

SECTION 1:

Employees who elected to participate in FRS effective December 1, 2001 will continue such participation. All new employees will be participants in FRS.

SECTION 2:

The City will continue to make available a 457 deferred compensation plan. Employees of the City shall be afforded the option of participating in an IRS qualified retirement program governed by the Internal Revenue Code 457 offered to other City employees, which shall include the IAFF Financial Corporation 457 Plan, provided it is and remains IRS qualified. Employees will be entitled to transfer 457 Plan assets to their plan of choice without penalty by the City. Any additional cost of this IAFF 457 Plan over and above the cost of the current plans shall be borne by the union. Unless otherwise provided by applicable law, the City shall have no obligation under this IAFF 457 Plan other than to make employee contributions to the Plan from the employee's City earnings as allowed by law and as directed in writing by the employee.

ARTICLE 27
SERVICE BONUS

SECTION 1

As of October 1, 2012 all active full-time employees with ten (10) or more years of continuous service will receive a service bonus amounting to a flat $600 for ten (10) years, and increase by $600 each five years, with a cap at $2,400. Should their longevity already exceed the maximum, no additional increases in longevity will be given regardless of the number of years reached. The award will be paid on the employee's date of hire anniversary date.

ARTICLE 28
DURATION

SECTION I:

This Agreement shall become effective as of October 1, 2024 and shall remain in full force and effect until its expiration date, September 30, 2027.

CITY OF TREASURE ISLAND

By: _____
Garry Brumback, Interim City Manager

Date Signed: _____

Attest: _____

PINELLAS COUNTY PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 4966

By: _____
Michael Stone, President

Date Signed: 10 April 2024

Attest: _____

Appendix A

Paramedic Certification Training Expenses Covered by the City

The following expenses incurred in conjunction with paramedic certification training will be paid by the City. Appropriate documentation (e.g. itemized receipts) for all costs incurred must be submitted to the City.

- Tuition and fees for all courses required to obtain a paramedic certification
- Required textbooks
- Required equipment
- Required uniforms
- Application fees
- Exam fees
- Required health examinations and testing fees
- Required certification or licensure fees
- Any other supplies required by the educational facility to complete paramedic certification training

Expenses that will not be covered by the City include, but are not limited to:

- Travel and/or commuting expenses (gas, mileage, etc.)
- Meals
- Equipment, uniforms and books not required for completion of paramedic training program

APPENDIX B

		1	2	3	4	5	6	7	8	9	10	11	12	13	14
FY2024 - 2025	3%	$20.74	$21.36	$22.00	$22.66	$23.34	$24.04	$24.76	$25.75	$26.78	$27.85	$28.96	$30.12	$31.32	$32.57
	4%	$60,394.88	$62,200.32	$64,064.00	$65,985.92	$67,966.08	$70,004.48	$72,101.12	$74,984.00	$77,983.36	$81,099.20	$84,331.52	$87,709.44	$91,203.84	$94,843.84
FY2025-2026	3%	$21.36	$22.00	$22.66	$23.34	$24.04	$24.76	$25.50	$26.78	$27.85	$28.96	$30.12	$31.32	$32.57	$33.87
	4%	$62,200.32	$64,064.00	$65,985.92	$67,966.08	$70,004.48	$72,101.12	$74,256.00	$77,983.36	$81,099.20	$84,331.52	$87,709.44	$91,203.84	$94,843.84	$98,629.44
FY2026-2027	3%	$22.00	$22.66	$23.34	$24.04	$24.76	$25.50	$26.27	$27.85	$28.96	$30.12	$31.32	$32.57	$33.87	$35.22
	4%	$64,064.00	$65,985.92	$67,966.08	$70,004.48	$72,101.12	$74,256.00	$76,498.24	$81,099.20	$84,331.52	$87,709.44	$91,203.84	$94,843.84	$98,629.44	$102,560.64

LIEUTENANT/PARAMEDIC

		1	2	3	4	5	6	7
FY2024 - 2025	4%	$25.76	$26.79	$27.86	$28.97	$30.13	$31.34	$32.59
		$75,013.12	$78,012.48	$81,128.32	$84,360.64	$87,738.56	$91,262.08	$94,902.08
FY2025 - 2026	4%	$26.79	$27.86	$28.97	$30.13	$31.34	$32.59	$33.89
		$78,012.48	$81,128.32	$84,360.64	$87,738.56	$91,262.08	$94,902.08	$98,687.68
FY2026 - 2027	4%	$27.86	$28.97	$30.13	$31.34	$32.59	$33.89	$35.25
		$81,128.32	$84,360.64	$87,738.56	$91,262.08	$94,902.08	$98,687.68	$102,648.00

LIEUTENANT/EMT

		1	2	3	4	5	6	7
FY2024 - 2025	3%	$24.72	$25.46	$26.22	$27.01	$27.82	$28.65	$29.51
		$71,984.64	$74,139.52	$76,352.64	$78,653.12	$81,011.84	$83,428.80	$85,933.12
FY2025 - 2026	3%	$25.46	$26.22	$27.01	$27.82	$28.65	$29.51	$30.40
		$74,139.52	$76,352.64	$78,653.12	$81,011.84	$83,428.80	$85,933.12	$88,524.80
FY2026 - 2027	3%	$26.22	$27.01	$27.82	$28.65	$29.51	$30.40	$31.31
		$76,352.64	$78,653.12	$81,011.84	$83,428.80	$85,933.12	$88,524.80	$91,174.72

FF/EMT

Proposed Range:

Min	Mid	Max
$19.23	$22.11	$25.00
$55,997.76	$64,397.42	$72,797.09

AGENDA ITEM NO. J.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 16, 2024

SUBMITTED BY: William Barrs, Fire

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

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

BACKGROUND:

The City of Clearwater is hosting the Fire Ops 101 event at their training facility and requires TIFR to complete a hold harmless agreement for all firefighter certified participants. The agreement would also allow TIFR staff to use the training grounds for firefighting training through April 30, 2025.

POLICY/PURPOSE:

The City of Clearwater has offered to let us use their fire training grounds for the Fire Ops 101 event on 5/11/24 and multi-company training drills throughout the year. These drills are required to be conducted at a state certified training ground in order to maintain our ISO rating. This event and the hands-on training is important for the development and recurring training of our fire department staff.

STRATEGIC PLAN RELEVANCE:

Goal 1: Strengthen the financial stability of the City. This agreement allows us to utilize the training facility at no expense to the City of Treasure Island.

ANALYSIS/DISCUSSION:

TIFR staff desires to assist as facilitators/instructors for the Fire Ops 101 event being held at the Clearwater Fire Department's training facility.

Additionally, in order to maintain our ISO rating for commercial insurance within the City, the fire department is required to conduct specified training, including 12 hours of company drills at a State of Florida approved training ground every year. Clearwater's training facility is approved for this purpose by the State Fire Marshal's Office and would provide an additional location to complete this training.

FUNDING: No funding impact.

MOTION:

I move to APPROVE/DENY the Hold Harmless Agreement with the City of Clearwater to allow our fire department to utilize Clearwater's fire training grounds for in-service training.

ATTACHMENTS:
FIRE OPS 101 FLYER 2024.pdf
FINAL_CFR_Facilties_User_Agreement with change.docx

SAVE THE DATE

13TH ANNUAL
FIRE OPERATIONS 101

A ONE DAY FIRE GROUND OPERATIONS ORIENTATION FOR CIVILIANS, INCLUDING PUBLICLY ELECTED OFFICIALS AND REPRESENTATIVES OF THE MEDIA

PRESENTED BY:

PINELLAS COUNTY FIRE CHIEFS ASSOCIATION

PINELLAS LOCAL AFFILIATES OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

SPECIAL THANKS TO CLEARWATER FIRE RESCUE FOR THE USE OF THEIR DRILL GROUNDS

COME FEEL THE HEAT

MAY 11, 2024 | 7am - 1pm

1716 N. Belcher Rd, Clearwater, FL

FOR MORE INFORMATION CONTACT: RICK PAULEY

EVP747@YAHOO.COM | 727.235.1354

HOLD HARMLESS AGREEMENT
FOR USE OF CITY OF CLEARWATER FACILITY

THIS HOLD HARMLESS AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 2024, by and between the CITY OF CLEARWATER, hereinafter the "CITY" and the CITY OF TREASURE ISALND, hereinafter the "USER" and collectively as the "Parties".

WHEREAS, the USER desires to conduct periodic firefighter training for its fire department personnel;

WHEREAS, the CITY owns a Training Site that is used for training associated with structural firefighting; and

WHEREAS, the Parties desire to set forth certain terms and conditions for the use of the Training Site and provide for certain limitations of liability as provided herein.

NOW, THEREFORE, the Parties agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein.

2. TRAINING SITE DESCRIPTION.

   Clearwater Fire & Rescue Training Facility
   1716 North Belcher Road
   Clearwater, FL 33765

   It is expressly understood and agreed that the USER shall have access only to this portion of the premises when conducting its fire training.

3. TERM/USE OF TRAINING SITE. The Training Site and fixtures may be temporarily occupied and used by the USER to conduct the aforementioned training and other related activities on the following agreed upon dates and times, May 1, 2024 until April 30, 2025. The USER understands that use of the Training Site may be restricted or interrupted at any time to avoid interference with the CITY'S ability to conduct normal business operations.

4. CONDITION OF TRAINING SITE. The USER agrees to maintain the Training Site in a clean and useable condition and will be responsible for all reasonable, necessary and/or appropriate clean up after each use by the USER.

5. HOLD HARMLESS.

   a) To the extent permitted by Section 768.28, Florida Statutes, the USER does hereby assume all risks and hazards incidental to use and occupation of the Training Site and participation in activities and use of facilities of the CITY and does hereby

agree to waive, release, and hold harmless the CITY officers, employees, and agents, of, from and against all liability and expense, in connection with any and all claims, demands, damages, actions, claims for personal injury, property damage, or loss of use, arising directly or indirectly out of or in connection with any negligent or deliberate act or omission of the USER. Nothing contained in the foregoing shall be construed to be a waiver of any immunity or limitation of liability the Parties may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

b) The USER agrees to repair or replace any damage to any real or personal property of the CITY caused by the actions or omissions of the USER, its officers, officials, employees, agents, and participants in the training held at the Training Site.

6. THIRD PARTIES. The USER agrees to hold harmless the CITY from any damage or claims which may result from the acts or omissions of the third party, said obligation to indemnify and hold harmless shall be subject to the terms of Section 5 above. The CITY reserves the right to deny access to any third party in its sole discretion.

7. ASSUMPTION OF THE RISK. Participation in the training and use of the Training Site contemplated by the Agreement may carry certain inherent risks or dangers of which a reasonably prudent person should be aware. To that extent, the USER acknowledges and agrees and hereby assumes the risks associated with the training activities contemplated herein and the use of said Training Site.

8. TERMINATION. This Agreement shall remain in full force and effect until terminated by any party hereto. This Agreement may be terminated immediately, without cause by a party hereto upon giving written notice thereof to the other party.

9. REGULATION COMPLIANCE. During the performance of the Agreement, the USER agrees to abide by any and all administrative, operational, and safety rules and regulations established by Fire Department SOPs during the use and occupation of the Training Site by the USER. Any breach of any rule or regulation established by the CITY shall result in an immediate termination of the use of the Training Site and, in the CITY'S sole discretion, termination of this Agreement.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by its authorized representatives or persons authorized to execute this Agreement on the day and year first above written.

City of Treasure Island

By: _____

_____
Printed Name

_____
Printed Title

CITY OF CLEARWATER, FLORIDA

_____
Jennifer Poirrier
City Manager

Approved as to form:

_____
Owen Kohler
Lead Assistant City Attorney

AGENDA ITEM NO. J.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 16, 2024

SUBMITTED BY: Mike Helfrich, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Authorize the City Manager to approve a Purchase Authorization to Vortex Services, LLC for Lateral Inspection and Lining Services in the amount of $200,000.

BACKGROUND: Last year, in FY 2023 the City piggybacked on a contract between Vortex Infrastructure Services, LLC and the City of Miami Beach and a total of $385,000 was approved towards lateral cleaning, videoing and selected lining on Gulf Blvd.

In December 2023, the City Commission approved a $500,000 Purchase Authorization for lateral cleaning, videoing and selected lining on Gulf Blvd. After the cleaning and video inspections, a cost estimate to complete the lateral lining was over the amount of the previous authorization.

Currently, Vortex has 3 active purchase orders:

1. PO 23-02276 - Pipeline Rehab $13,188 remaining
2. PO 23-02290- Lateral Inspection and Lining $205,000 remaining
3. 24-02454-Lateral Inspection and Lining on Gulf Blvd $500,000

The remaining amount on the active Purchase orders is $718,188.

Public Works will need an additional $200,000 to complete the Lateral Lining on Gulf Blvd. The Commision authorized $1.5 million in FY 2023 for Lining work under the FDEP Pipe Lining agreement. This agenda item is an administrative requirement to transfer $200,000 from the Envirowaste Purchase Order to Vortex.

POLICY/PURPOSE: To request authorization from the City Commission for the City Manager to approve a $200,000 purchase authorization to Vortex Services, LLC for Lateral Inspection and Lining Services.

STRATEGIC PLAN RELEVANCE: Goal 1: Protect City assets to sustain the future of Treasure Island. Objective 1: Assess status, and maintain City-owned infrastructure (seawalls, stormwater, sanitary sewers, roads and buildings).

ANALYSIS/DISCUSSION: There are 93 laterals between 108th Ave south to 99th Ave. that are located under Gulf Blvd. Gulf Blvd is expected to be resurfaced in the next 12 to 18 months. The City needs to ensure that the laterals are in good condition prior to the resurfacing of Gulf Blvd.

At this time the City has 45 laterals remaining on Gulf Boulevard and this additional $200,000 is anticipated to be sufficient to complete all laterals that require lining to be completed.

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

FUNDING: Funding for this purchase order is from the Wastewater Fund 420-5350-63450 in the amount of $200,000 which was approved in the FY 2023. The remaining $200,000 will be funded by reducing the Envirowaste Purchase Order by $200,000. Envirowaste is the contractor that is working on the $1.05 million legislative grant awarded in Fiscal 2023 where the City used $500,000 as matching funds. The lateral lining work on Gulf Blvd. will be reimbursed by the legislative grant awarded in Fiscal 2023.

This purchase authorization is an administrative process to transfer funding from one purchase order (Envirowaste) to another purchase order (Vortex).

MOTION: I move to approval/deny staff's recommendation to authorize

the City Manager to execute an additional purchase authorization for $200,000 with Vortex Services, LLC.

ATTACHMENTS:
Vortex Piggy Back Contract.pdf

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

CONTRACT NUMBER 23-017-PB

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With required copy to:

City Attorney, City of Treasure Island, Florida

Bryant Miller Olive P.A.

One Tampa City Center, Suite 2700

Tampa, Florida 33602

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

10. MISCELLANEOUS.

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

Witness:

Sheila Hilson

Signature

Sheila Hilson

Print Name

Witness:

Signature

Matthew McNab

Print Name

AS TO CONTRACTOR:

Vortex Services

Company Name

Shawn Ready

Printed Name

Senior RVP

Title

Signature

AS TO CITY OF TREASURE ISLAND, FLORIDA:

ATTEST:

~~City Clerk~~ Deputy City Clerk

City Manager

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Composite Exhibit A;

Contract no. 20-191-02

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

1/21/2022 | 11:05 EST

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

SECTION 1
DEFINITIONS

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

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

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

SECTION 2
SCOPE OF SERVICES

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

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

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

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

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SECTION 3
TERM

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

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

SECTION 4
FEE

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

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

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

4.5 INVOICING

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

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

Accounts Payable: Payables@miamibeachfl.gov

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SECTION 5
TERMINATION

5.1 TERMINATION FOR LACKOF FUNDS

The City is a governmental entity and is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement. In the event there is a lack of adequate funding either for the products, services and/or the project; the City may terminate this Agreement without further liability to the City.

5.2 TERMINATION FOR CAUSE

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

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

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

5.3 TERMINATION FOR CONVENIENCE OF THE CITY

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

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5.4 TERMINATION FOR INSOLVENCY

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

5.5 IMPLEMENTATION OF TERMINATION

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

SECTION 6
INDEMNIFICATION, INSURANCE REQUIREMENTS, PAYMENT AND PERFROMANCE BOND

6.1 INDEMNIFICATION

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

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

6.2 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER ON ALL COI MUST READ:

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

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

Certificates-miamibeach@riskworks.com

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

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

6.3 PAYMENT AND PERFORMANCE BOND

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

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

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

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

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

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

6.4 QUALIFICATION OF SURETY

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

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

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

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

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

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SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

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

SECTION 8
LIMITATION OF CITY'S LIABILITY

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

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

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

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

9.1 DUTY OF CARE

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

9.2 COMPLIANCE WITH APPLICABLE LAWS

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

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

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

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

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

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

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

10.2 INSPECTOR GENERAL AUDIT RIGHTS

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

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

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

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

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

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

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

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

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

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10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

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

10.4 PUBLIC ENTITY CRIMES

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

10.5 NO DISCRIMINATION

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

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

10.6 CONFLICT OF INTEREST

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

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

10.7 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

(2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City;

(4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

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

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

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

(E) CIVIL ACTION.

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

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

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

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

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

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

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

10.8 FORCE MAJEURE

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

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

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

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

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

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

10.9 E-VERIFY

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

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(B) TERMINATION RIGHTS.

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

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

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

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

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

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

SECTION 11
NOTICES

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

TO CONTRACTOR:

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

TO CITY:

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

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

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SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

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

12.2 SEVERABILITY

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

12.3 WAIVER OF BREACH

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

12.4 JOINT PREPARATION

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

12.5 ENTIRETY OF AGREEMENT

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

12.6 BACKGROUND CHECKS/CONTRACTOR'S PERSONNEL

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

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

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

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

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

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

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

FOR CONTRACTOR:

VORTEX INFRASTRUCTURE SERVICES, LLC.

ATTEST:

By: Catherine Corrigan

Catherine Corrigan-Project Coordinator
Print Name and Title

Wesley Kingery - President
Print Name and Title

Date: 10/4/2021

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DA 10-1-21
Date

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EXHIBIT A
SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT B PRICE LIST

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

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EXHIBIT B PRICE LIST

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

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EXHIBIT B PRICE LIST

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

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EXHIBIT B PRICE LIST

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

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EXHIBIT B PRICE LIST

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

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ATTACHMENT A

RESOLUTION AND COMMISSION AWARD MEMO

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RESOLUTION NO. 2021-31940

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, City staff proceeded with simultaneous negotiations; and

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

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

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

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

WHEREAS, none of the firms submitted a BAFO; and

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

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

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

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

ATTEST:

RAFAEL E. GRANADO, CITY CLERK

DAN GELBER, MAYOR

DEC 13 2021

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11-30-21 Date

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MIAMIBEACH

COMMISSION MEMORANDUM

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

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

RECOMMENDATION

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

BACKGROUND/HISTORY

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

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

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

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

SUPPORTING SURVEY DATA

Not Applicable.

FINANCIAL INFORMATION

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

CONCLUSION

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

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

Applicable Area

Citywide

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

No

Does this item utilize G.O. Bond Funds?

No

Legislative Tracking

Public Works/Procurement

ATTACHMENTS:

Description

- Exhibit A
- Resolution

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

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

1st ranked – National Water Main Cleaning Co.

2nd ranked – Vortex Infrastructure Services, LLC.

3rd ranked – Envirowaste Services Group, Inc.

4th ranked - Granite Inliner, LLC

5th ranked - Hinterland Group, Inc.,

6th ranked - BLD Services, LLC

ANALYSIS

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

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

Exhibit B

Scope of Work

Vortex – Miami Beach – Pipe Rehabilitation Contract

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

AGENDA ITEM NO. J.9

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 16, 2024
SUBMITTED BY:	Chris Pagan, IT & Communications
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Requesting Spending Authorization for the Replacement of the IT Data System Backup
BACKGROUND:	This is a planned replacement of our server back system. After a year of vetting vendors and consulting with other municipalities I've concluded that Rubrik will be our new backup vendor.
POLICY/PURPOSE:	I'm requesting authorization to use the budgeted CIP funds to replace our aging server backup system.
STRATEGIC PLAN RELEVANCE:	Continuity of services in the event of disaster.
ANALYSIS/DISCUSSION:	Because of the sensitive nature of cybersecurity and IT, I'll be happy to discus this more if needed in private.
FUNDING:	This is a budgeted CIP project for FY24 - 001-5191-64290. We will be utilizing Sourcewell Contract pricing with the value added vendor CDW for this project. Sourcewell Contract # 081419-CDW Tech Catalog (081419#CDW).
MOTION:	I move to approve spending authority in the not to exceed amount of $70,000 for the purchase of a replacement data backup system.

ATTACHMENTS: