BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, AUGUST 6, 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

D.1 Proclamation of Mel and Betty Sembler Day
Sembler Mel & Betty Day Proclamation 08 06 2024

D.2 Exemplary EMS Performance Award
Letter of Recognition EMS AWARD.docx

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. COMMISSIONER REPORTS

Commissioner Toth
Commissioner Doctor
Commissioner Minning
Commissioner Dickey
Mayor Payne

G. CITY ATTORNEY AND CITY MANAGER REPORTS

City Attorney Jennifer Cowan
City Manager Chuck Anderson

H. APPROVAL OF MINUTES

H.1 Approval of Minutes: Commission Regular Meeting and Workshop Minutes for March 26, 2024,
03 26 2024 board-of-commissioners_regular minutes.pdf
03 26 2024 board-of-commissioners_workshop minutes REV1.pdf

I. CONSENT AGENDA

I.1 Renewing Two Agreements with Waste Pro for Single-Family Recycling and Downtown Compactor Services
First Amendment to agreement with Waste Pro for SF.pdf
Third Amendment to agreement with Waste Pro for Downtown Compactor.pdf

I.2 Approve Resolution 2024-07, Update of Signature Authority
RES2024-07 Signature_Authority_Update.docx

J. ITEMS OF BUSINESS

J.1 First Reading of Ordinance 2024-10, vacating approximately 1,022 sqft / 0.0235 acres of Sunshine Ln, a public right-of-way, located between 127th Ave and John's Pass, and for a utility easement to be retained over the same area.
1. Ordinance 2024-10 Sunshine Lane ROW Vacation and Utility Easement.pdf
2. Business Impact Estimate- Ordinance 2024-10.pdf
3. VAC-000449-2024-Planning and Zoning Board Staff Report.pdf
4. Letters of No Objection.pdf
5. Utility Easement- DRAFT.pdf
Presentation- CC 08.06.2024- Ord 2024-10- Sunshine Ln ROW Vacation.pptx

J.2 Execute Extensions to the Building Department Services Contracts with M.T. Causley and Joe Payne Inc. (doing business as JPI) and Authorize Spending Authority for this renewal period up to $500,000.
Third Amendment - 20-001 - JPI.pdf
Fourth Amendment - 20-001 - SafeBuilt.pdf
First Amendment - 20-001 - JPI.pdf
Second Amendment - 20-001 - SafeBuilt.pdf
Second Amendment - 20-001 - JPI.pdf
Third Amendment - 20-001 - MTC executed 3.30.23.pdf
RFP20-001 Buidling Department Services_Joe Payne Inc JPI_Contract 05 18 2021.pdf
RFP20-001 First Amendment_Buidling Department Services_M T Causley LLC 05 18 2021.pdf
CONTRACT.pdf

K. ADJOURNMENT

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

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk

in writing at 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. D.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 6, 2024
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Proclamations
AGENDA SECTION:	PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION
SUBJECT:	Proclamation of Mel and Betty Sembler Day
BACKGROUND:	.
POLICY/PURPOSE:	The purpose of the agenda for the proclamation of Mel and Betty Sembler Day is to formally recognize and honor the significant contributions of Melvin Floyd Sembler and Betty Schlesinger Sembler to the community, state, and nation.
STRATEGIC PLAN RELEVANCE:	This proclamation aligns with our city's commitment to community engagement and recognition of civic contributions, as outlined in *Community, Goal 3: Cultivate a unified sense Community Pride and Identity* of our Strategic Plan.
ANALYSIS/DISCUSSION:	.
FUNDING:	No funding is required for this proclamation.
MOTION:	No motion is needed for this recognition.

ATTACHMENTS:
Sembler Mel & Betty Day Proclamation 08 06 2024

Office of the Mayor
City of Treasure Island, Florida

Proclamation

Mel & Betty Sembler Day

WHEREAS, Melvin Floyd Sembler was born on May 10, 1930, and Betty Schlesinger was born on August 8, 1931; and they were married on May 17, 1953; and

WHEREAS, Mel and Betty Sembler resided in Treasure Island for 40 years, where they raised their three sons, Steve, Brent, and Greg; and

WHEREAS, Mel Sembler founded The Sembler Company in 1962, a shopping center development and management firm that has significantly contributed to the retail landscape across Florida and the southeastern United States; and

WHEREAS, Mel Sembler had a distinguished diplomatic career, serving as Ambassador to Australia and Nauru (1989-1993) under President George H. W. Bush and as Ambassador to Italy (2001-2005) under President George W. Bush; and

WHEREAS, Mel and Betty Sembler founded the Drug Free America Foundation in 1976, a drug prevention and policy organization committed to developing strategies and educational programs that prevent drug use and promote sustained recovery; and

WHEREAS, Mel and Betty were both passionate about philanthropy and made significant contributions of time and resources to numerous charitable organizations; and

WHEREAS, the Drug Enforcement Administration (DEA) made Betty Sembler an honorary agent in recognition of her inspiring and dedicated leadership in the fight against illegal drugs; and

WHEREAS, Mel Sembler was a prolific fundraiser who served as Finance Chairman for the Republican National Committee from 1997 to 2000, and as Florida's National Committeeman to the Republican National Committee from 1994 to 2000; and

WHEREAS, in 2009, Betty Sembler was inducted into the Florida Women's Hall of Fame and was awarded the Tree of Life Award by the Jewish National Fund for her unwavering commitment to the community; and

WHEREAS, Mel Sembler served as the spokesperson for the shopping center industry as President of the International Council of Shopping Centers from 1986-1987 and contributed 25 years of service to the council; and

WHEREAS, both Mel and Betty served on numerous boards and committees, including the Florida Governors Drug Free Task Force; Operation PAR in Pinellas County; Republican Jewish Coalition; The Florida Holocaust Museum; Florida Governor's Mansion Foundation; Florida National Guard Multi-Jurisdictional Counterdrug Training Advisory Board; The Jewish Policy Center; St. Petersburg's Menorah Manor; University of Florida Brain Addiction Research Advisory Council; and the Florida Council of 100; and

WHEREAS, Mel and Betty Sembler were extraordinary individuals who lived lives of service, demonstrating unwavering dedication to their family, faith, community, and country;

NOW, THEREFORE, I, Tyler Payne, Mayor of the City of Treasure Island, Florida, do hereby proclaim August 8, 2024, as Mel and Betty Sembler Day.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Treasure Island, Florida, to be affixed this 6h day of August 2024.

_____

J. Tyler Payne, Mayor

AGENDA ITEM NO. D.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 6, 2024

SUBMITTED BY: William Barrs, Fire

ITEM TYPE: Presentations

AGENDA SECTION: PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

SUBJECT: Exemplary EMS Performance Award

BACKGROUND: Our fire/EMS crews, county ambulance crews, and our counterparts in neighboring communities train on the same protocols for managing medical emergencies in order to provide seamless patient care during out of hospital medical emergencies.

This training was evident in the way in which crews from three different agencies worked together to save a life.

POLICY/PURPOSE:

E24 and T23 arrived on scene simultaneously to find a 51-year-old male in cardiac arrest. Immediately the crews initiated CPR efforts on the patient. Shortly after our arrival, SS 926 arrived on scene and took over patient documentation and scene choreography. The patient was found in a small patio and was defibrillated multiple times on scene with return of spontaneous circulation (ROSC) achieved. The patient was then cardioverted on scene due to a rapid and unstable heart rate. The patient went in and out of cardiac arrest for the duration of the call with multiple defibrillations and antiarrhythmic drugs given with the patient again regaining ROSC. Following ROSC, a 12-lead confirmed the patient was suffering from an anteroseptal MI & was transported to Palms of Pasadena under a STEMI-alert. This patient was discharged after three days in the hospital with no remaining deficits.

STRATEGIC PLAN Goal 2: Maintain a safe community

RELEVANCE:

ANALYSIS/DISCUSSION:

Although we train regularly with our neighboring departments, the emphasis is typically fire related. We do not often we run these critical EMS calls with our neighbors but on this call, you could not tell these responders were from separate agencies. These members utilized the pit-crew method & all assumed a crucial role in this patient's outcome. Although these members wore different department uniforms, it was very evident that these members were operating together as Pinellas County EMS First Responders.

FUNDING: N/A

MOTION: N/A

ATTACHMENTS:
Letter of Recognition EMS AWARD.docx

Chief Barrs,

I would like to take this opportunity to recognize some of our first responders for a critical call they ran last week.

On June 11th, our Engine Company (Lt. White, FF Dahlstrom, FF Golden, & LT. Rowland) was dispatched to a cardiac arrest within our city limits. With the new GPS mapping in the county, we were assisted by T23 (Lt. Hehenberger, FF Sweeney, & FF Vail).

T23 & E24 arrived on scene simultaneously to find a 51-year-old male in Cardiac Arrest. Immediately the crews initiated CPR efforts on the patient. Shortly after our arrival, SS 926 arrived on scene. Paramedic Llanes immediately took over patient documentation and scene choreography. Simultaneously, EMT Lebron assisted our crews with patient care. The patient was found in a small patio, and EMT Lebron's situational awareness was evident with the proper placement of the stretcher to ensure a safe and effective transport of the patient. The patient was defibrillated multiple times on scene & ROSC was achieved. The patient was then cardioverted on scene due to a high-unstable heart rate. The patient went in and out of cardiac arrest for the duration of the call. After multiple defibrillations and antiarrhythmic drugs were given, the pt regained ROSC & RONF. Following ROSC, a 12-lead confirmed the pt. was suffering from an Anteroseptal MI & was transported to Palms of Pasadena under a STEMI-alert.

The hospital staff found an acute occlusion of the pt. LAD (left anterior descending artery) and his RCA (Right Coronary Artery). The patient received stents in both and was discharged Friday June 14th.

Although we train regularly with our neighboring departments, the emphasis is typically fire related. On top of that, it is not often we run these critical ALS calls with our neighbors. On this call, you could not tell these responders were from separate agencies. These members utilized the pit-crew method & all assumed a crucial role in this patient's outcome. Although these members wore different fire department shirts, it was very evident that these members were operating as Pinellas County EMS First Responders, together.

It was a privilege to work with these individuals from St. Pete Beach Fire Rescue, as well as the Sunstar crew. I have no doubts that the patient's positive outcome is solely because of the dedication and professionalism from all the members on scene that day.

Professionally,
Steven Rowland
Training Lieutenant
Treasure Island Fire Rescue

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 6, 2024
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of Minutes: Commission Regular Meeting and Workshop Minutes for March 26, 2024,
BACKGROUND:	Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.
POLICY/PURPOSE:	To seek approval for the minutes of the Commission Meeting(s).
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	I move to approve the minutes of the Commission Regular Meeting and Workshop for March 26, 2024, as written.

ATTACHMENTS:
03 26 2024 board-of-commissioners_regular minutes.pdf
03 26 2024 board-of-commissioners_workshop minutes REV1.pdf

CITY OF TREASURE ISLAND
BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, MARCH 26, 2024 – 6:00 PM
CITY HALL COMMISSION CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

The meeting was called to order at 6:01 p.m., and the Pledge of Allegiance was recited.

B. SWEARING-IN CEREMONY FOR NEWLY ELECTED COMMISSIONERS

Commissioners Arden Dickey of District 4, John Doctor of District 2, and Mayor J. Tyler Payne took their oaths of office following the recent elections.

C. ROLL CALL

Present: 5 – Mayor J. Tyler Payne
Commissioner Deb Toth
Commissioner John Doctor
Commissioner Bob Minning
Commissioner Arden Dickey

D. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

There was consensus to approve both regular and workshop agendas.

E. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

There were no proclamations, recognitions certificate of appreciation.

F. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

- Carrie Auerbach extended an invitation to upcoming beach cleaning events.

G. COMMISSIONER REPORTS

Each commissioner provided updates on recent community initiatives and events. Commissioner Toth highlighted the success of the beach clean-up and Gulf Beaches Public Library programs. Vice Mayor Doctor, Commissioner Minning, and Commissioner Dickey announced upcoming civic association

events. Mayor Payne emphasized that these efforts collectively aim to enhance the quality of life and support residents across the city.

H. APPROVAL OF MINUTES

H.1 Approval of Minutes: Commission Regular Meeting - February 6, 2024

Motion: Vice Mayor John Doctor moved to approve the minutes of the Commission Regular Meeting held on February 6, 2024, Seconded by Commissioner Deb Toth. **The motion passed 5-0.**

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

I. CONSENT AGENDA

There were no consent agenda items.

J. ITEMS OF BUSINESS

J.1 Election of Vice-Mayor

In accordance with City Commission Rules 2.1, the Commission will nominate and elect a Vice-Mayor. The Vice-Mayor will serve as the presiding officer in the Mayor's absence and ensure order during meetings.

The Mayor opened the floor for nominations. Commissioner John Doctor expressed interest in serving as Vice-Mayor.

Motion: Commissioner Bob Minning moved to nominate John Doctor as Vice-Mayor for a one-year term, ending with the March 2025 Municipal Election. Commissioner Toth seconded the motion. **The motion passed unanimously.**

Moved by Bob Minning; seconded by Deb Toth to Appoint.
Motion Passed: 5 - 0
Voting For: Tyler Payne, Deb Toth, John Doctor, Bob Minning, Arden Dickey
Voting Against: None

J.2 First Reading and Public Hearing of Ordinance 2024-05, Amending Chapter 68 “Zoning Regulations” regarding public boardwalks

The Board of Commissioners held the first reading and public hearing for Ordinance 2024-05, which proposes to amend Chapter 68 “Zoning Regulations” to define public boardwalks and include them as an allowed structure over water. The amendment aims to clarify the Land Development Regulations by establishing a clear definition for public boardwalks, differentiating

them from docks, and allowing alternative construction methods that minimize environmental impact. No funding is requested for this amendment.

Mayor Payne opened the public hearing. With no public comments, the Mayor closed the hearing. There was no Commission discussion.

Motion: Vice Mayor John Doctor moved to approve and schedule Ordinance 2024-05 for a second and final public hearing on April 16, 2024.Commissioner Deb Toth seconded the motion. **The motion passed 5-0.**

Moved by John Doctor; seconded by Deb Toth to Adopt.
Motion Passed: 5 - 0
Voting For: Tyler Payne, Deb Toth, John Doctor, Bob Minning, Arden Dickey
Voting Against: None

J.3 First Reading and Public Hearing on Ordinance 2024-03, Amending Section 3-4 "Proximity of Establishments to Church or School – Exception" by removing the 50-room requirement for hotels from the exception; amending Section 68-484 "Accessory Uses in Motels or Hotels" by removing the 50-room requirement from the incidental services and clarifying alcoholic beverage establishments for accessory uses in motels or hotels

The Board of Commissioners conducted the first reading and public hearing for Ordinance 2024-03, which proposes to amend Section 3-4 and Section 68-484 of the Land Development Regulations. The amendments aim to remove the 50-room requirement for hotels from exceptions related to proximity to churches or schools and to update accessory use regulations for motels and hotels. This change is intended to align the regulations with current statutes and improve consistency. The 50-room requirement is considered outdated and linked to historical liquor licensing laws, which are no longer applicable. The proposed updates are expected to positively impact local businesses by allowing smaller hotels to offer additional services and amenities. The Commission will review and vote on the ordinance following the second and final public hearing.

Mayor Payne opened the public hearing. With no public comments, the Mayor closed the hearing. There was no Commission discussion.

Motion: Vice Mayor John Doctor moved to approve and schedule Ordinance 2024-05 for a second and final public hearing on April 16, 2024.Commissioner Deb Toth seconded the motion. **The motion passed 5-0.**

J.4 Approve Two (2) Grant Amendments for the Treasure Bay Living Shoreline Project

The Board of Commissioners reviewed and approved two grant amendments for the Treasure Bay Living Shoreline Project. The first amendment, related to the Tampa Bay Estuary Program Grant, involved a no-cost time extension and reallocation of task funding due to extended permitting processes. The second amendment, for the Florida Department of Environmental Protection's Resilient Florida Grant, updated standardized terms and conditions, including modifications to the grant agreement's title, terms, and reporting requirements. These amendments ensure the project remains on track and compliant with updated regulations. No additional funding was requested.

1st Motion: Vice Mayor John Doctor moved to approve the first amendment to the contract 22FRP08 with the Florida Department of Environmental Protection. Commissioner Deb Toth seconded the motion. **The motion passed 5-0.**

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

2nd Motion: Vice Mayor John Doctor moved to approve the second amendment to the contract with the Tampa Bay Estuary Program. Commissioner Deb Toth seconded the motion. **The motion passed 5-0**.

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

J.5 Authorize the City Manager to sign contract renewals with Applied Sciences Consulting, Inc, Transystems, and Stantec Inc for as-needed civil engineering services and authorize the City Manager's Purchase Authority in the total amount of 60,000 for Applied Sciences Consulting, Inc, Transystems, and Stantec Inc for fiscal year 2024.

The Board of Commissioners authorized the City Manager to sign contract renewals with Applied Sciences Consulting, Inc., Transystems, and Stantec Inc. for as-needed civil engineering services. Additionally, the City Manager's purchase authority was approved for up to $60,000 for these services in fiscal year 2024. The contracts, initially established through a Request for Qualifications process and set to expire in November 2023, include provisions for up to three one-year extensions. These services encompass civil engineering reviews, inspections, and additional tasks such as geotechnical reviews and environmental assessments. The renewal ensures continued support for various engineering needs and aligns with the City's strategic goals.

Motion: Vice Mayor John Doctor moved to approve and authorize the City Manager to sign contract extensions with Applied Sciences Consulting, Inc, Transystems, and Stantec for as-needed civil engineering services and authorize the City Manager's purchase authority for up to $60,000 for ongoing civil engineering services with Applied Sciences Consulting, Inc, Transystems, and Stantec, Inc. for FY 2024.Commissioner Deb Toth seconded the motion. **The motion passed 5-0.**

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

J.6 Appointment of City Commissioners to Local Boards for 2024

The City Commission discussed and appointed City Commissioners to various local boards for the year 2024, in alignment with the City's Strategic Plan and values. The appointments ensure effective representation on boards including the Barrier Islands Government Council, Gulf Beaches Public Library, Pinellas Continuum of Care, Suncoast League of Cities, Tampa Bay Regional Planning Council, and the Treasure Island & Madeira Beach Chamber of Commerce.

The motion to finalize these appointments was made, specifying the City Commissioner(s) for each board.

Motion: Vice Mayor John Doctor moved to appoint City Commissioners to the following local Boards for the year 2024. Seconded by Commissioner Toth. **The motion passed unanimously 5-0.**

- **Barrier Islands Government Council** (BIG-C): Mayor Payne; Alternative Member Vice Mayor John Doctor
- **Gulf Beaches Public Library** (GBPL): Commissioner Toth
- **Pinellas Continuum of Care** (CoC): Commissioner Toth
- **Suncoast League of Cities** (SLC): Vice Mayor Doctor; Alternate Member Mayor Payne
- **Tampa Bay Regional Planning Council** (TBRPC): Commissioner Dickey
- **Treasure Island & Madeira Beach Chamber**: Commissioner Doctor

Moved by John Doctor; seconded by Deb Toth to Appoint.
Motion Passed: 5 - 0
Voting For: Tyler Payne, Deb Toth, John Doctor, Bob Minning, Arden Dickey
Voting Against: None

K. ADJOURNMENT

Meeting adjourned at 7:20 p.m.

CITY OF TREASURE ISLAND
BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, MARCH 26, 2024 – 7:00 PM
CITY HALL AUDITORIUM
120 108th AVENUE
TREASURE ISLAND, FL 33706

MINUTES

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

The Commission reconvened at 7:25 p.m.

A. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan had no report.

City Manager Garry Brumback has announced 'Treasure the Island Day,' a Community Appreciation event set for April 13, 2024, from 11:00 a.m. to 1:00 p.m. at City Hall. He also discussed the lateral project with the Commission. Additionally, Public Works Director Mike Helfrich provided an update on the project and timeline.

B. DISCUSSION

B.1 Discuss the Paradise Island Landscaping Project Scopes

The Board of Commissioners discussed the Paradise Island Landscaping Project, focusing on community feedback and potential project alternatives. Public Works Director Stacy Boyles and Mike Helfrich provided a detailed overview of the issues and planned actions concerning the landscaping of Paradise Boulevard medians and surrounding areas.

Concerns were raised about the palm trees on Paradise Boulevard interfering with power lines. This issue, exacerbated by the trees' growth into overhead communication and power lines, has led to frequent maintenance problems, including trimming by Duke Energy.

In September 2023, a Work Authorization with Halff Associates, Inc. was approved for $76,668.38 to address these issues. The foxtail palms, planted around twelve years ago, have become problematic due to their height and proximity to power lines. Efforts to sell or remove these trees for free have had limited success.

The discussion also covered the planned re-establishment of a drainage swale along the West Causeway. This project requires removing existing bottlebrush trees and updating the irrigation system. Requests from residents for new landscaping along Paradise Lane and Treasure Lane were highlighted, with a proposed simple design that allows for future enhancements.

Funding was addressed, with no additional funding needed at this time. A budget of $445,000 for the Paradise Blvd. median landscaping, including $45,000 for design and contingency, was previously approved. For Paradise Lane and Treasure Lane, a combination of carryforward funds and savings totaling $251,668.38 would cover design and construction costs.

In January 2024, a public engagement meeting discussed plant options for the Paradise Blvd. medians. Feedback revealed concerns about palm tree removal and the aesthetics and functionality of the proposed drainage swale.

The Commission considered two main alternatives: maintaining the current landscaping by only replacing irrigation and grass while keeping the palm trees or delaying the landscaping project for Paradise Lane and Treasure Lane to allow for a more extensive stormwater management project along the West Causeway, which would be reviewed in the FY25 budget process.

Mayor Payne encouraged comments from the Commission and the public. Residents expressed their views on the proposed options, weighing the benefits of preserving the palm trees against managing power line conflicts. The need for a revised project scope and possible adjustments to the work authorization was discussed.

Mayor Payne then opened the floor for public comments, during which several residents shared their concerns and suggestions.

Public Comment

- Gary Potenziano
- Patty Potenziano
- Ray Chewning
- Petra Reis

The meeting concluded with a consensus to review the revised scope and funding options in detail at a future meeting, ensuring that all community concerns and project implications are thoroughly addressed.

C. PUBLIC COMMENT

There were no additional public comments.

D. ADJOURNMENT – With no further business, the Workshop was adjourned at 8:40 p.m.

AGENDA ITEM NO. I.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 6, 2024
SUBMITTED BY:	Mike Munger, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Renewing Two Agreements with Waste Pro for Single-Family Recycling and Downtown Compactor Services
BACKGROUND:	The City has executed two separate agreements with Waste Pro of Florida to provide Single-Family Recycling (RFP 21-022) and Downtown Compactor Services (ITB 18-19-15). The former agreement has two, two-year renewal periods the parties can avail themselves of. Approval of this item would initiate the first of those two-year renewal periods. The latter agreement will have exhausted the initial and renewal periods at the end of FY24; however, staff is recommending the term be amended to extend the agreement for another 1-year period as we do not feel the city would benefit from better pricing from re-bidding this year.
POLICY/PURPOSE:	The separate agreements with Waste Pro for single-family recycling and downtown compactor services are both set to expire at the end of FY24. The City Commission must take action to renew these agreements for FY25 service.
STRATEGIC PLAN RELEVANCE:	This item serves Goal 1: Become an Environmentally Sustainable and Resilient Community, under the Environmental Sustainability goals.
ANALYSIS/DISCUSSION:	Staff recommends approval of these contract amendments extending the two agreements with Waste Pro for Single-Family Recycling and Downtown Compactor Services for FY25.
FUNDING:	The compactor agreement exists primarily as a pass-through

cost, wherein the participating businesses are billed according to the invoiced charges from the vendor. The expenses for this contract are reflected in the Solid Waste Fund (430-5340-34000) with the corresponding revenues positing to the Compactor Services account (430-343412).

The recycling agreement is reflected in the Recycling program within the Solid Waste Fund (430-5341-34000).

The 3% increases are already included in the FY25 Proposed Budget.

MOTION: I move to approve and authorize the City Manager to execute the Third Amendment for Downtown Compactor Services and the First Amendment for Single-Family Recycling with Waste Pro of Florida.

ATTACHMENTS:
First Amendment to agreement with Waste Pro for SF.pdf
Third Amendment to agreement with Waste Pro for Downtown Compactor.pdf

FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF TREASURE ISLAND AND
WASTE PRO OF FLORIDA, INC. PERTAINING TO SINGLE-FAMILY RECYCLING SERVICES
CONTRACT NUMBER RFP 21-022

This First Amendment to the Agreement between the City of Treasure Island, Florida, and Waste Pro of Florida, Inc. pertaining to Single-Family Recycling Contract Number RFP-21-022 (the "First Amendment"), made and entered into on this _____ day of _____, 2024 ("Effective Date"), shall amend and supplement that certain Agreement entered into by and between Waste Pro of Florida, Inc., a domestic corporation, with its principal place of business located at 5170 126th Ave. N. Clearwater, FL 33760 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 10451 Gulf Blvd., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated August 17, 2021 (the "Agreement").

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

WHEREAS, the initial three-year term of the Agreement is set to expire on September 30, 2024; and

WHEREAS, the parties believe it is in the best interest to avail ourselves of the first of two, two-year renewal periods set to expire September 30, 2026; and

WHEREAS, section 25 of the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Amendment to Exhibit A: Bid Schedule of the Agreement. The rates to be in effect beginning October 1, 2024 are appended to this first amendment and are considered duly incorporated. These rates are the cumulative result of calculating the annual rate increases per the agreed-to annual inflators disclosed on the initial Exhibit A: Bid Schedule. The monthly per-cart collection cost will be $5.62 for FY25 and $5.79 for FY26, while the processing costs per ton will be $55.70 for FY25 and $57.37 for FY26; the rates are provided on the appended and modified Exhibit A: Bid Schedule.

3. Effect of Amendment. This First Amendment shall be effective as of October 1, 2024. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this First Amendment shall remain unchanged and in full force and effect. To the extent that this First Amendment conflicts with the Agreement, the provisions of the First Amendment shall govern.

4. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this First Amendment, that the governing or managing body of

each of the Parties has approved this First Amendment, and that the governing or managing body of each of the Parties has authorized execution of this First Amendment in the manner set forth below.

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

6. Electronic Signatures. This First Amendment may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this First Amendment and shall be treated in all respects as an original handwritten signature.

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

WASTE PRO OF FLORIDA, INC.

Signature

Robert A. Few Asst.

Print or Type Name

Division VP

Title

City of Treasure Island, Florida

City Manager

Attest:

City Clerk

****REVISED 7/30/2024****

City of Treasure Island
RFP 21-022 | BID SCHEDULE

Schedule 1: Residential Collection & City Park/Facility Collection (35 locations)

		FY25	FY26
A	Collection, per cart monthly	$5.62	$5.79
	Approx. number of Carts	2,625	2,625
B	Processing, per ton, monthly	$55.70	$57.37
	Approx. tons per month	40	40
	SUBTOTAL	**$16,980.50**	**$17,489.92**

Notes:

The City's fiscal year runs from 1 October - 30 September.

Annual collection increases are capped at 3%. Processing increases are market-driven and are TBD. Although processing fee increases are capped by this bid schedule, the increase must be formally requested annually as noted in RFP 21-022.

The number of locations and/or carts is subject to change; however the number of locations that the fee is based on will not change.

Please provide warranty information and a spec sheet if providing a quote for Bid Alternate A

Company Name: **Waste Pro of Florida, Inc.**

THIRD AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF TREASURE ISLAND AND
WASTE PRO OF FLORIDA, INC. PERTAINING TO COMPACTOR SERVICES
CONTRACT NUMBER RFP 18-19-15

This Third Amendment to the Agreement between the City of Treasure Island, Florida, and Waste Pro of Florida, Inc. pertaining to Compactor Services Contract Number RFP-18-19-15 (the "Third Amendment"), made and entered into on this _____ day of _____, 2024 ("Effective Date"), shall amend and supplement that certain Agreement entered into by and between Waste Pro of Florida, Inc., a domestic corporation, with its principal place of business located at 5170 126th Ave. N. Clearwater, FL 33760 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 120 108th Ave., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated July 23, 2019 (the "Agreement").

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

WHEREAS, the initial three-year term of the Agreement was set to expire on September 30, 2022, and both Parties agreed to the two optional one-year renewals; and

WHEREAS, the City believes it is in its best interest to renew the services for another one-year renewal period to expire September 30, 2025; and

WHEREAS, section 24 of the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Amendment to Section 2 – Term. The term of the agreement shall be modified to the following:

"The initial term of the contract (fabrication) will extend from the effective date until the installation of the compactor at the City's location. The successive terms of the contract (collection and maintenance) shall begin October 1, 2019 and renew annually on that date for a period of three (3) years ending on September 30, 2022. The parties have the option of entering into up to ~~two (2)~~ three (3), one-year extensions at future negotiated rates not to exceed 103% of the ~~Year Three~~ current year's prices."

3. Amendment to Exhibit A: Bid Schedule of the Agreement. The rates to be in effect beginning October 1, 2024 are appended to this third amendment and are considered duly incorporated. These FY25 rates are the cumulative result of calculating the annual rate increases per the agreed-to annual inflators disclosed on the initial Exhibit A: Bid Schedule, plus the maximum optional renewal rate which cannot exceed 103% of the current FY24 rates. The once weekly Waste Compactor Collector and Service charge

shall be $368.33 for FY25; the other rates are provided on the appended and modified Exhibit A: Bid Schedule.

4. Effect of Amendment. This Third Amendment shall be effective on the Effective Date. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this Third Amendment shall remain unchanged and in full force and effect. To the extent that this Third Amendment conflicts with the Agreement, the provisions of the Third Amendment shall govern.

5. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this Third Amendment, that the governing or managing body of each of the Parties has approved this Third Amendment, and that the governing or managing body of each of the Parties has authorized execution of this Third Amendment in the manner set forth below.

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

7. Electronic Signatures. This Third Amendment may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Third Amendment and shall be treated in all respects as an original handwritten signature.

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

WASTE PRO OF FLORIDA, INC.

Signature

ROBERT A. TEW JAMF

Print or Type Name

DIVISION VP

Title

City of Treasure Island, Florida

City Manager

Attest:

City Clerk

Exhibit B
WASTE COMPACTOR SERVICES - BID SCHEDULE | FY25

Item #	Description	WEEKLY COLLECTION PRICING[2] 1x Week	2x Week	3x Week	4x Week	5x Week	"On Demand" Pickup[3]
1	Waste Compactor Collector and Service[1]	$ 368.33	$ 582.05	$ 795.76	$ 1,009.48	$1,223.49	$ 335.01

TRI-MONTHLY COLLECTION PRICING[4] 10th Day of Month	20th Day of Month	28/29/30th Day of Month
$ 396.55	$ 396.55	$ 396.55

		One-Time Charge
2	Initial Installation and Removal at the end of the contract; priced as a lump sum for both, not individually	

3	Additional Features *please list all features of the compactor that are above and beyond the required features listed in the ITB*	n/a

4	Primary Collecti on Day (select one)		Thursday		Friday	X	No Preference

5	Overall Dimensions, in inches	Length	278	Width	102	Height	100

6	Weight: compactor plus estimated full container	29,450	lbs.
7	Capacity	35	CY
8	Compactor compression ratio	3 :	1

AGENDA ITEM NO. I.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 6, 2024
SUBMITTED BY:	Mike Munger, Finance
ITEM TYPE:	Resolutions
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approve Resolution 2024-07, Update of Signature Authority
BACKGROUND:	As a result of the recent commission vacancy and personnel changes, a resolution is needed to update the signature authority on behalf of the City. The signature authority list will be updated as follows with the adoption of this resolution. • J. Tyler Payne, Mayor • John Doctor, Vice Mayor • Charles "Chuck" Anderson, City Manager • Mike Munger, Finance Director
POLICY/PURPOSE:	To update the signature authority list on behalf of the City of Treasure Island to reflect the recent personnel change.
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	N/A
FUNDING:	N/A
MOTION:	I move to approve Resolution 2024-07, adding Vice Mayor John Doctor and City Manager Chuck Anderson as a signatory on City accounts.

ATTACHMENTS:
RES2024-07 Signature_Authority_Update.docx

RESOLUTION NO. 2024-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA APPROVING THE SIGNATURE AUTHORITY TO DRAW UPON FUNDS ON DEPOSIT IN THE NAME OF THE CITY OF TREASURE ISLAND, FLORIDA AND THE ACCESS TO SAFETY DEPOSIT BOXES RENTED IN THE NAME OF THE CITY OF TREASURE ISLAND; AUTHORIZING THE USE OF A SIGNATURE FACSIMILE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, J. Tyler Payne is Mayor of the City of Treasure Island, Florida; and

WHEREAS, Commissioner John Doctor has been appointed as Vice-Mayor of the City of Treasure Island, Florida; and

WHEREAS, Charles “Chuck” Anderson has been appointed by the City Commission as City Manager of the City of Treasure Island, Florida; and

WHEREAS, Mike Munger remains the Finance Director of the City of Treasure Island, Florida; and

WHEREAS, the City of Treasure Island Commission, after due consideration, has determined that approving signature authority in connection with the City’s accounts and access, as well as authorizing the use of a signature facsimile is in the best interest of the City of Treasure Island.

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

Section 1. That the following are the only individuals hereby authorized to sign drafts and checks drawing funds on deposit in banks in the name of the City of Treasure Island; and to have access to the contents of safety deposit boxes leased by the City of Treasure Island:

J. Tyler Payne	Mayor
John Doctor	Vice Mayor
Charles “Chuck” Anderson	City Manager
Mike Munger	Finance Director

Section 2. Further that either the signature of the City Manager, Chuck Anderson or the Finance Director, Mike Munger are hereby required to be included to issue checks from city bank accounts using a signature facsimile.

Section 3. This Resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 6th day of August, 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

AGENDA ITEM NO. J.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 6, 2024

SUBMITTED BY: Jesse Miller, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First Reading of Ordinance 2024-10, vacating approximately 1,022 sqft / 0.0235 acres of Sunshine Ln, a public right-of-way, located between 127th Ave and John's Pass, and for a utility easement to be retained over the same area.

BACKGROUND:

The right-of-way was dedicated through a replat, “Rock House Replat,” as recorded in Plat Book 5, Pages 34 and 35 on February 11, 1991, and dedicated to the public, all streets, alleys, easements, rights-of-way, and public areas.

The requested section of Sunshine Lane, a public right-of-way, is approx. 1,022.05 sf / 0.0235 acres. There are no sidewalks along this 15-foot-wide right-of-way. The right-of-way is not adjacent to any other property owners, therefore, access to private property will not be impacted. The street is already a dead end and no access to any other parcels is provided by this dead-end right-of-way. The abutting property owner to the south who accesses their property through the remaining portion of the right-of-way will continue to maintain the same access. This right-of-way provides access to private property.

POLICY/PURPOSE:

The City’s Comprehensive Plan does not list a policy specifically addressing the vacation of a right-of-way, however, the land for utilities is discussed in the Comprehensive Plan policies.

Objective 1.9: Utilities

The City shall continue to ensure, through site plan review, the availability of suitable land for utility facilities necessary to support proposed development.

Policy 1.9.1: The City shall assure that adequate land is available for the maintenance of those public utility facilities provided by the City necessary to support proposed development.

Policy 1.9.2: The City will cooperate with those public utilities providing service to the community to assure that adequate land is available for those facilities.

Policy 1.9.3: The City shall coordinate with utility companies in an attempt to have new utility lines buried where feasible.

STRATEGIC PLAN RELEVANCE:

Infrastructure Road Map
Goal 1: Protect City assets to sustain the future of Treasure Island
Objective 1: Assess status, and maintain City-owned infrastructure (seawalls, sanitary sewer, roads and buildings)

ANALYSIS/DISCUSSION:

- All property adjacent to the right-of-way is owned by JP Beach Holdings LLC, the applicant.
- The requested vacated area is not a through street, which has a single inlet and outlet, and no cross streets.
- Pedestrian access will not be impacted, as this right-of-way does not have a sidewalk and dead ends into private property.
- The proposed vacation of right-of-way is not in conflict with the City's Comprehensive Plan provided easements for the utilities, Exhibit B, are provided or any costs for the relocation of utilities and the needed easements are borne entirely by the applicant.

FUNDING: N/A

MOTION: I move to approve Ordinance 2024-10 and schedule its Second and Final Public Hearing on August 20, 2024.

ATTACHMENTS:

1. Ordinance 2024-10 Sunshine Lane ROW Vacation and Utility Easement.pdf
2. Business Impact Estimate- Ordinance 2024-10.pdf
3. VAC-000449-2024-Planning and Zoning Board Staff Report.pdf
4. Letters of No Objection.pdf
5. Utility Easement- DRAFT.pdf

Presentation- CC 08.06.2024- Ord 2024-10- Sunshine Ln ROW Vacation.pptx

ORDINANCE 2024-10

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, VACATING APPROXIMATELY 1,022 SQFT / 0.0235 ACRES OF SUNSHINE LANE, A PUBLIC RIGHT-OF-WAY, LOCATED BETWEEN 127TH AVE AND JOHN'S PASS, AND FOR A UTILITY EASEMENT TO BE RETAINED OVER THE SAME AREA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Treasure Island ("City") has the authority pursuant to Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes, to vacate public right-of-ways and easements within the City; and

WHEREAS, on June 27, 2024, the Planning and Zoning Board recommended approval of case VAC-000449-2024 for the vacation of approximately 1,022 sqft / 0.0235 acres of Sunshine Lane, a public right-of-way with the conditions specified in Section 3; and

WHEREAS, the City Commission finds that there is not a present necessity for approximately 1,022 sqft / 0.0235 acres of Sunshine Lane, a public right-of-way, to remain as a right-of-way; and

WHEREAS, the City Commission finds that there is not a foreseeable necessity for the retention of approximately 1,022 sqft / 0.0235 acres of Sunshine Lane, a public right-of-way, as a right-of-way; and

WHEREAS, the City Commission finds that there is not a right to convenient access of adjoining property owners that will be affected by the vacation of approximately 1,022 sqft / 0.0235 acres of Sunshine Lane, a public right-of-way; and

WHEREAS, the City Commission finds that a utility easement must be retained over the approximately 1,022 sqft / 0.0235 acres of Sunshine Lane to ensure all utility services are maintained in the neighborhood; and

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

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

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

SECTION 2. The approximately 1,022 sqft / 0.0235 acres of the Sunshine Lane right-of-way as described in Exhibit A is hereby vacated, closed, and released, and a utility easement is retained for this same area as depicted on Exhibit B attached hereto.

SECTION 3. The vacation of the right-of-way is subject to and conditional upon the following:

1. Prior to recording the vacation ordinance in the Pinellas County Clerk of the Court, the applicant shall provide a public utility easement for the area described in Exhibit A. A letter of no objection stating the easement is sufficient from all utility providers requesting a utility easement will be provided to the City within 18 months and prior to recording.
2. Retain a public utility easement for the area described in Exhibit B. Access to all utilities shall be maintained at all times and no structures shall be constructed within or above that public easement area in compliance with Section 74-103.
3. The vacation of the right-of-way shall be valid upon the City's recording with the Pinellas County Clerk of the Court. The applicant shall provide a fully executed public utility easement to the City along with payment of recording fees.
4. The City will file the vacation ordinance and easement with the Pinellas County Clerk of the Court.

SECTION 4. The City Clerk is hereby directed to record a certified copy of this Ordinance in the Official Records in and for Pinellas County, Florida, and to send a certified copy once recorded to the Pinellas County Property Appraiser.

SECTION 5. 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 6. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extend of such inconsistency or conflict.

SECTION 7. This Ordinance shall take effect upon the recording of the easement and ordinance as provided for in Section 4.

The remainder of this page is left blank intentionally.

FIRST READING and PUBLIC HEARING on the __ day of ___, 202_.

SECOND READING and PUBLIC HEARING on the __ day of ___, 202_.

PUBLISHED in the Tampa Bay Times on the day of , 202_.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the __ day of ____, 202_ by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

EXHIBIT A

Sunshine Lane Right-of-Way

SECTION . . . 15 . . . , TOWNSHIP . . . 31 . . . SOUTH, RANGE . . . 15 . . . EAST, ... PINELLAS . . . . . COUNTY, FLORIDA

LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY

VACATION OF RIGHT-OF-WAY

LEGAL DESCRIPTION

A PORTION OF THAT 15 FOOT PLATTED ALLEY, SUNSHINE LANE, LYING IN BLOCK 2, CONEY ISLAND, AS RECORDED IN PLAT BOOK 5, PAGE 34, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THAT PARTIAL VACATION RECORDED IN OFFICIAL RECORDS BOOK 7426, PAGE 80, SAID SOUTHEAST CORNER ALSO BEING A PERMANENT REFERENCE MONUMENT ACCORDING TO ROCK HOUSE REPLAT, AS RECORDED IN PLAT BOOK 98, PAGE 41 AND THE NORTHWEST CORNER OF LOT 29, BLOCK 2, CONEY ISLAND, AS RECORDED IN PLAT BOOK 5, PAGE 34, ALL RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S10°16'21"E, 64.16 FEET ALONG THE EAST RIGHT-OF-WAY OF SAID SUNSHINE LANE TO A PERMANENT REFERENCE MONUNMENT ACCORDING TO AFORESAID ROCK HOUSE REPLAT; THENCE S79°43'39"W, 15.00 FEET TO A POINT ALONG THE WEST RIGHT-OF-WAY OF SUNSHINE LANE; THENCE N10°16'39"W, 65.51 FEET ALONG SAID WEST RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 2 OF THE AFOREMENTIONED CONEY ISLAND PLAT; THENCE N00°05'11"W, 6.57 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID VACATED ALLEY AS RECORDED IN OFFICIAL RECORDS BOOK 7426, PAGE 80; THENCE S70°48'33"E, 15.90 FEET ALONG THE SOUTH BOUNDARY OF AFOREMENTIONED VACATION TO THE POINT OF BEGINNING.

CONTAINING 1,022.05 SQUARE FEET OR 0.0235 ACRES, MORE OR LESS.

PREPARED FOR

CITY OF TREASURE ISLAND; GREENLEAF CAPITAL; JP BEACH HOLDINGS, LLP

BASIS OF BEARINGS NOTE

BASIS OF BEARINGS IS THE EAST RIGHT-OF-WAY LINE OF SUNSHINE LANE AS SHOWN ON ROCK HOUSE REPLAT, RECORDED IN PLAT BOOK 98, PAGE 41, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. SAID EAST RIGHT-OF-WAY BEARING N10°16'21"W (S.E.).

GEORGE A. SHIMP II CERTIFICATE LS 2512 STATE OF FLORIDA REGISTERED LAND SURVEYOR

SHEET 1 OF 2

Ⓐ REVISED PER COMMENT ON 1-2-2024 (230284.DWG)

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE THIRD PARTY VERIFIED DIGITAL SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF THIS DOCUMENT WILL NOT BE CONSIDERED SIGNED AND SEALED.

GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

JOB NUMBER: 230284	DATE SURVEYED: N/A
DRAWING FILE: 230284.DWG	DATE DRAWN: 12-8-2023
LAST REVISION: 1-2-2024	X REFERENCE: N/A

GEORGE A. SHIMP II AND ASSOCIATES, INCORPORATED

LAND SURVEYORS LAND PLANNERS

3301 DeSOTO BOULEVARD, SUITE D

PALM HARBOR, FLORIDA 34683

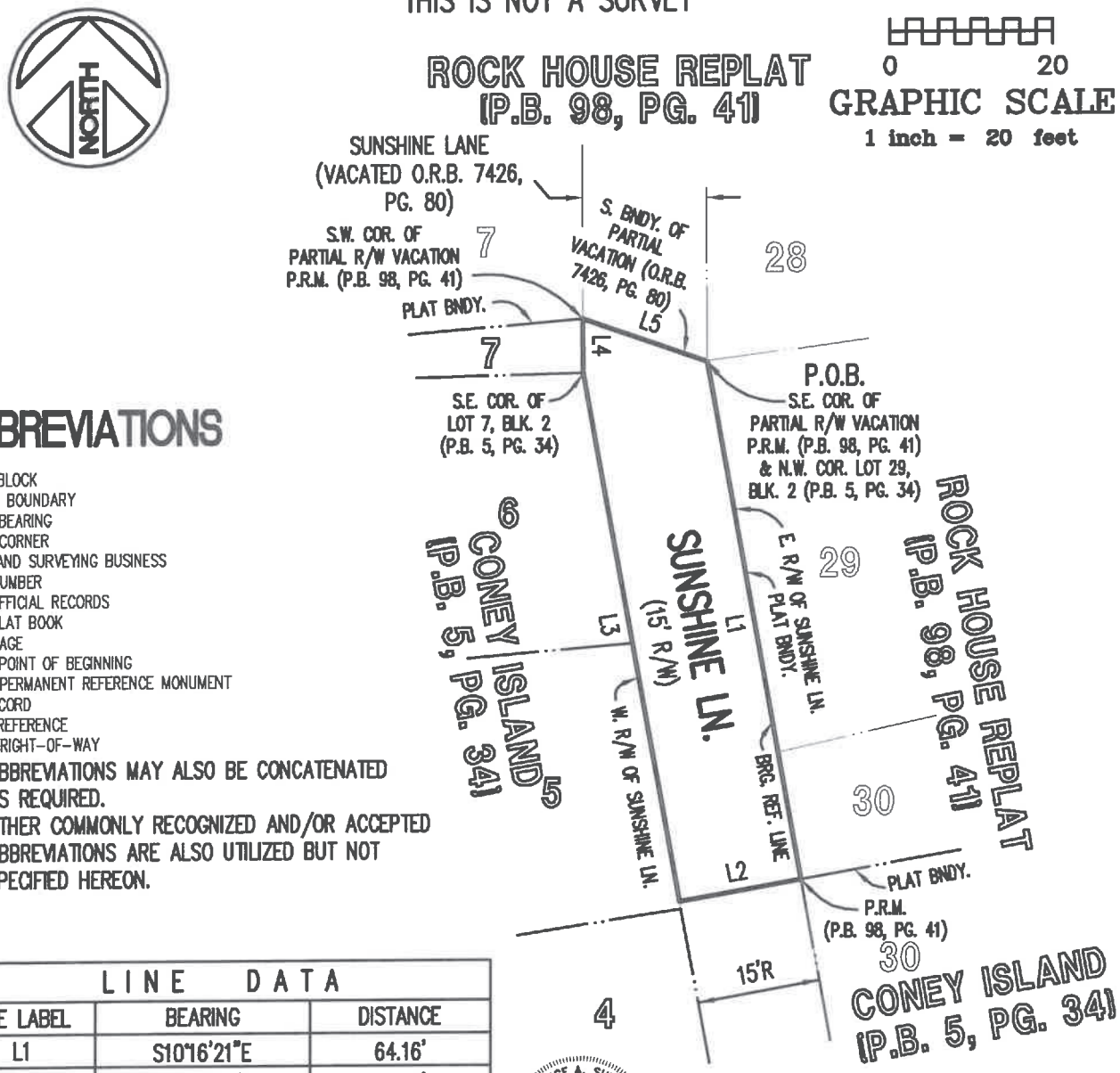
PHONE (727) 784-5496 FAX (727) 786-1256

M.A. LB 1834

SECTION . . . 15 . . . , TOWNSHIP . . . 31 . . . SOUTH, RANGE . . . 15 . . . EAST, ... PINELLAS . . . . . COUNTY, FLORIDA

LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY



ABBREVIATIONS

BLK = BLOCK
BNDY = BOUNDARY
BRG = BEARING
COR = CORNER
LB = LAND SURVEYING BUSINESS
NO = NUMBER
OR = OFFICIAL RECORDS
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
PRM = PERMANENT REFERENCE MONUMENT
R = RECORD
REF = REFERENCE
R/W = RIGHT-OF-WAY

*** ABBREVIATIONS MAY ALSO BE CONCATENATED AS REQUIRED.

*** OTHER COMMONLY RECOGNIZED AND/OR ACCEPTED ABBREVIATIONS ARE ALSO UTILIZED BUT NOT SPECIFIED HEREON.

LINE DATA		
LINE LABEL	BEARING	DISTANCE
L1	S10°16'21"E	64.16'
L2	S79°43'39"W	15.00'
L3	N10°16'39"W	65.51'
L4	N00°05'11"W	6.57'
L5	S70°48'33"E	15.90'

GEORGE A. SHIMP II CERTIFICATE LS 2512 STATE OF FLORIDA REGISTERED LAND SURVEYOR

SHEET 2 OF 2

Ⓐ

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE THIRD PARTY VERIFIED DIGITAL SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF THIS DOCUMENT WILL NOT BE CONSIDERED SIGNED AND SEALED.

GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

JOB NUMBER: 230284	DATE SURVEYED: N/A
DRAWING FILE: 230284.DWG	DATE DRAWN: 12-8-2023
LAST REVISION: SEE SHEET 1	X REFERENCE: N/A

GEORGE A. SHIMP II AND ASSOCIATES, INCORPORATED
LAND SURVEYORS LAND PLANNERS
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256
M.A.
LB 1834

EXHIBIT B

Utility Easement

SECTION . . . 15 . . . , TOWNSHIP . . . 31 . . . SOUTH, RANGE . . . 15 . . . EAST, ... PINELLAS . . . . . COUNTY, FLORIDA

LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY

UTILITY EASEMENT

LEGAL DESCRIPTION

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CONTAINING 1,022.05 SQUARE FEET OR 0.0235 ACRES, MORE OR LESS.

PREPARED FOR

PINELLAS COUNTY; CITY OF TREASURE ISLAND; GREENLEAF CAPITAL; JP BEACH HOLDINGS, LLP

BASIS OF BEARINGS NOTE

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GEORGE A. SHIMP CERTIFICATE LS 2512 STATE OF FLORIDA REGISTERED LAND SURVEYOR

SHEET 1 OF 2

Ⓑ REVISED CERTIFICATIONS ON 3-22-2024 (230284.DWG)

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE THIRD PARTY VERIFIED DIGITAL SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF THIS DOCUMENT WILL NOT BE CONSIDERED SIGNED AND SEALED.

GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

JOB NUMBER: 230284B	DATE SURVEYED: N/A
DRAWING FILE: 230284.DWG	DATE DRAWN: 3-11-2024
LAST REVISION: 3-22-2024	X REFERENCE: N/A

M.A.
LB 1834

GEORGE A. SHIMP II AND ASSOCIATES, INCORPORATED

LAND SURVEYORS LAND PLANNERS

3301 DeSOTO BOULEVARD, SUITE D

PALM HARBOR, FLORIDA 34683

PHONE (727) 784-5496 FAX (727) 786-1256

SECTION . . . 15 . . . , TOWNSHIP . . . 31 . . . SOUTH, RANGE . . . 15 . . . EAST, ... PINELLAS . . . . . COUNTY, FLORIDA

LEGAL DESCRIPTION and SKETCH

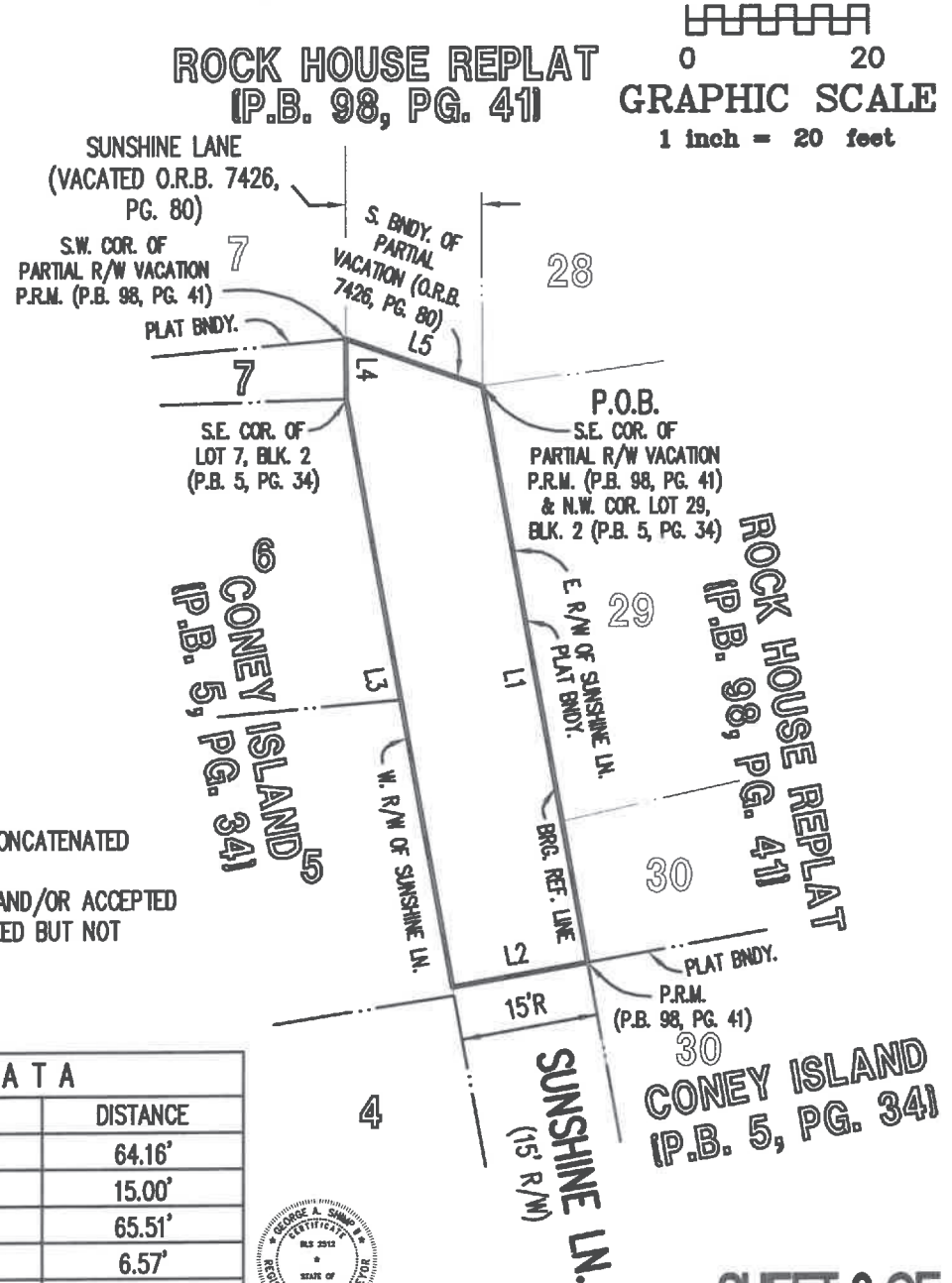
THIS IS NOT A SURVEY

NORTH

0 20

GRAPHIC SCALE

1 inch = 20 feet



ABBREVIATIONS

BLK = BLOCK
BNDY = BOUNDARY
BRG = BEARING
COR = CORNER
LB = LAND SURVEYING BUSINESS
NO = NUMBER
OR = OFFICIAL RECORDS
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
PRM = PERMANENT REFERENCE MONUMENT
R = RECORD
REF = REFERENCE
R/W = RIGHT-OF-WAY

*** ABBREVIATIONS MAY ALSO BE CONCATENATED AS REQUIRED.

*** OTHER COMMONLY RECOGNIZED AND/OR ACCEPTED ABBREVIATIONS ARE ALSO UTILIZED BUT NOT SPECIFIED HEREON.

LINE DATA		
LINE LABEL	BEARING	DISTANCE
L1	S10°16'21"E	64.16'
L2	S79°43'39"W	15.00'
L3	N10°16'39"W	65.51'
L4	N00°05'11"W	6.57'
L5	S70°48'33"E	15.90'

GEORGE A. SHIMP CERTIFICATE LS 2512 STATE OF FLORIDA REGISTERED LAND SURVEYOR

SHEET 2 OF 2

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE THIRD PARTY VERIFIED DIGITAL SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF THIS DOCUMENT WILL NOT BE CONSIDERED SIGNED AND SEALED.

GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

JOB NUMBER: 230284B	DATE SURVEYED: N/A
DRAWING FILE: 230284.DWG	DATE DRAWN: 3-11-2024
LAST REVISION: SEE SHEET 1	X REFERENCE: N/A

GEORGE A. SHIMP II AND ASSOCIATES, INCORPORATED
LAND SURVEYORS LAND PLANNERS
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256
M.A.
LB 1834

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 2024-10

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, VACATING APPROXIMATELY 1,022 SQFT / 0.0235 ACRES OF SUNSHINE LANE, A PUBLIC RIGHT-OF-WAY, LOCATED BETWEEN 127TH AVE AND JOHN'S PASS, AND FOR A UTILITY EASEMENT TO BE RETAINED OVER THE SAME AREA; PROVIDING FOR SEVERABILITY; 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).

The ordinance to vacate a right-of-way does not fall under an exception.

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

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):
There is no present or foreseeable necessity for Sunshine Lane, a public right-of-way, to remain as a right-of-way. There is no right to convenient access for adjoining property owners that will be affected by the vacation of the right-of-way.

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;
None

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
The ordinance will not create any new charge or fee that businesses will be financially responsible for.

(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.
None

(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):
None

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:
1 business/property owner will be impacted.

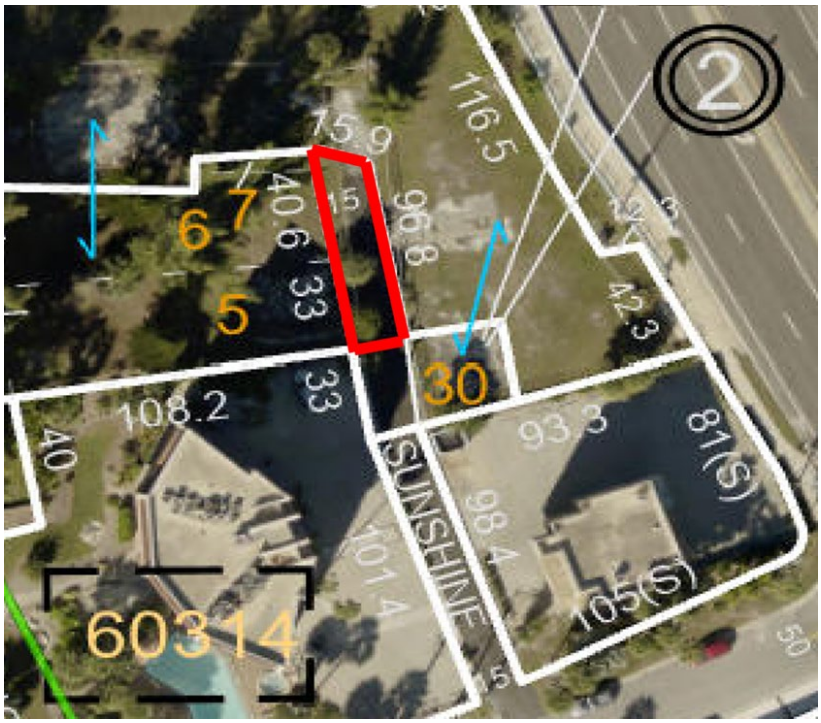
D. Additional information the governing body deems useful (if any):
None

CITY OF TREASURE ISLAND
PLANNING AND ZONING BOARD
10451 Gulf Blvd, Treasure Island, Florida 33706
Telephone (727) 547-4575; Fax (727) 547-4584

CASE NO. VAC-000449-2024
STAFF REPORT
THURSDAY, JUNE 27, 2024, AT 2:00 P.M.

DESCRIPTION: A request to vacate approx. 1,022 sqft / 0.0235 acres of Sunshine Lane, a public right-of-way.

RIGHT-OF-WAY LOCATION:



***REQUESTED SECTION OF RIGHT-OF-WAY TO VACATE IS OUTLINED IN RED**

LEGAL DESCRIPTION: A PORTION OF THAT 15 FOOT PLATTED ALLEY, SUNSHINE LANE, LYING IN BLOCK 2, CONEY ISLAND, AS RECORDED IN PLAT BOOK 5, PAGE 34, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:
BEGIN AT THE SOUTHEAST CORNER OF THAT PARTIAL VACATION RECORDED IN OFFICIAL RECORDS BOOK 7426, PAGE 80, SAID SOUTHEAST CORNER ALSO BEING A PERMANENT REFERENCE MONUMENT ACCORDING TO ROCK HOUSE REPLAT, AS RECORDED IN PLAT BOOK 98,

PAGE 41 AND THE NORTHWEST CORNER OF LOT 29, BLOCK 2, CONEY ISLAND, AS RECORDED IN PLAT BOOK 5, PAGE 34, ALL RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S10°16'21"E, 64.16 FEET ALONG THE EAST RIGHT-OF-WAY OF SAID SUNSHINE LANE TO A PERMANENT REFERENCE MONUMENT ACCORDING TO AFORESAID ROCK HOUSE REPLAT; THENCE S79°43'39"W, 15.00 FEET TO A POINT ALONG THE WEST RIGHT-OF-WAY OF SUNSHINE LANE; THENCE N10°16'39"W, 65.51 FEET ALONG WEST RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 2 OF THE AFOREMENTIONED CONEY ISLAND PLAT; THENCE N00°05'11"W, 6.57 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID VACATED ALLEY AS RECORDED IN OFFICIAL RECORDS BOOK 7426, PAGE 80; THENCE S70°48'33"E, 15.90 FEET ALONG THE SOUTH BOUNDARY OF AFOREMENTIONED VACATION TO THE POINT OF BEGINNING.

CONTAINING 1,022.05 SQUARE FEET OR 0.0235 ACRES, MORE OR LESS.

PROPERTY OWNER: Rock House Replat, as recorded in Plat Book 98, page 41 dedicated to the public all streets, alleys, easements, rights-of-way, and public areas.

APPLICANT: JP Beach Holdings LLC
3802 Coconut Palm Drive
Tampa, FL 33619

AGENT: High Point Engineering INC
5005 W. Laurel Street, Suite 201
Tampa, FL 33607

GENERAL INFORMATION:

Adjacent Property (Use):

North: 12765 Sunshine Lane- Vacant Land

West: 12765 Sunshine Lane- Vacant Land

South: Sunshine Lane- Right-of-Way

East: 12765 Sunshine Lane- Vacant Land

Site Area: Right-of-way: Approximately 1,022.05 sf | 0.0235 acres

BACKGROUND:

A replat of a portion of lot 6, lots 7 thru 12 inclusive, lots 26 thru 29 inclusive, a portion of lot 30 and a portion of vacated sunshine lane, all being in block 2, coney island, “Rock House Replat,” as recorded in Plat Book 5, Pages 34 and 35 on February 11, 1991, dedicated to the public, all streets, alleys, easements, rights-of-way, and public areas.

The requested section of Sunshine Lane, a public right-of-way, is approx. 1,022.05 sf / 0.0235 acres. There are no sidewalks along this 15-foot-wide right-of-way.

LAND DEVELOPMENT REGULATIONS:

Sec. 74-103. - Utility easements.
To provide for public service poles, conduits, storm drains, and surface swales, sewer or gas mains (but not both), an easement not less than ten feet in width, five feet on each side of the common rear lot line and in other locations where necessary, shall be provided. If both sewer and gas lines are to be located in such easements, a width of at least 15 feet, 7½ feet on each side, shall be provided. No building or other obstruction shall be erected and no trees or shrubbery shall be planted on any easement required under this chapter other than fences and hedges of a type approved by the city, and such fences and hedges shall be cleared away by the property owner whenever necessary in the opinion of the city.

ANALYSIS OF LAND DEVELOPMENT REGULATIONS:

The Code of Ordinances of the City does not currently provide for a procedure establishing how the City accepts and reviews applications to vacate public rights-of-ways and termination of easements. Until a procedure is established Staff will refer to the historically used process for vacating rights-of-ways as outlined below.

RIGHT-OF-WAY VACATION PROCESS:
A request for vacation is reviewed by the Planning and Zoning Board. The recommendation of the Planning and Zoning Board is forwarded to the City Commission.

The City Commission will consider an Ordinance to approve, approve with conditions, or deny the vacation of approx. 1,022 sq ft / 0.0235 acres of Sunshine Lane, Exhibit A.

The City Commission will determine if:

- there is a present necessity for this right-of-way;
- there is a foreseeable necessity for the retention of approx. 1,022 sq ft / 0.0235 acres of Sunshine Lane as a right-of-way; and
- if the right to convenient access of adjoining property owners will be affected by this vacation of right-of-way.

Consistency with Comprehensive Plan:
The City’s Comprehensive Plan does not list a policy specifically addressing the vacation of a right-of-way, however, the land for utilities is discussed in the Comprehensive Plan

policies.

Objective 1.9: Utilities
The City shall continue to ensure, through site plan review, the availability of suitable land for utility facilities necessary to support proposed development.

Policy 1.9.1: The City shall assure that adequate land is available for the maintenance of those public utility facilities provided by the City necessary to support proposed development.

Policy 1.9.2: The City will cooperate with those public utilities providing service to the community to assure that adequate land is available for those facilities.

Policy 1.9.3: The City shall coordinate with utility companies in an attempt to have new utility lines buried where feasible.

Utilities:
The applicant contacted the following utility companies to determine which services exist in the approx. 1,022 sqft / 0.0235 acres of Sunshine Lane right-of-way and whether the utility companies have any objections or conditions to the vacation.

- **City of Treasure Island**- Public Works Department is the provider and operator of the Sanitary Sewer and Stormwater Drainage utility in Treasure Island.
    - There are no storm water structures within the area designated for vacating.
    - There is a sanitary sewer line, a manhole and several sewer laterals that provide sewer connections. The sanitary sewer line and sewer laterals appear to be located in the existing right of way; the City must have access to the sanitary sewer line and sewer laterals and must have at least five (5) feet of easement on both sides of this sanitary sewer line. If the proposed vacation of right-of-way encroaches within five (5) feet of this sanitary sewer line, then a utility easement must be provided to ensure at least ten (10) feet of easement for this line.

  Additionally, there are individual service lines and taps, as well as City gravity sanitary sewer lines in the existing right-of-way. If individual service lines were no longer required at the parcels, then any and all expenses to cut and cap or remove these individual service lines shall be at the expense of the property owner. Prior to vacating the right-of-way the City needs assurances that no future buildings are constructed over the top of existing utilities, that would prevent the City from having access to the manholes and all underground utilities.

- **Pinellas County**- Pinellas County has infrastructure facilities in the right-of-way and an easement will be needed for access and maintenance. An easement will be needed over the entire vacation area. The County has no objection, subject to the conditions of this easement being granted on the vacation area.
- **FDOT**- The vacation of the particular right-of-way is not located directly adjacent to a State Road and if the local government would request for comment there would be no reason to object since there are no State Roads or facilities directly abutting the property.

- **Charter Communications**- No objections to the request to vacate the noted right-of-way.
- **Duke Energy**- A letter of no objection will be provided upon either:
    1. Removal/relocation of existing facilities (handled by a Duke Energy Engineering).
    2. Granting of a Duke Energy Easement over the described property (If Right of Way is split, we would need an Easement from abutting owner as well).
    3. City/County confirmation that this proposed area will retain a Public Utility Easement in the recorded Resolution.
- **Frontier**- No objection to the request.
- **TECO Electric**- Does not service the area and does not object.
- **TECO/Peoples Gas**- No objection. TECO-PGS does not have any active facilities in this specified area.
- **WOW**- No objection. WOW does not have any facilities in the area.

Access to Private Property:

- The proposed right-of-way vacation is not adjacent to any other property owners, therefore, access to private property will not be impacted. The street is already a dead end and no access to any other parcels is provided by this dead-end right-of-way. The abutting property owner to the south who accesses their property through the remaining portion of the right-of-way will continue to maintain the same access. This right-of-way provides access to private property.

Findings of Fact:

- All property adjacent to the right-of-way is owned by JP Beach Holdings LLC, the applicant.
- The requested vacated area is not a through street, which has a single inlet and outlet, and no cross streets.
- Pedestrian access will not be impacted, as this right-of-way does not have a sidewalk.
- The proposed vacation of right-of-way is not in conflict with the City's Comprehensive Plan provided easements for the utilities, Exhibit B, are provided or any costs for the relocation of utilities and the needed easements are borne entirely by the applicant.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the vacation of the 1,022 sf / 0.0235 of Sunshine Lane, Exhibit A, subject to the following conditions:

1. Prior to recording the vacation ordinance in the Pinellas County Clerk of the Court, the applicant shall provide a public utility easement for the area described in Exhibit B. A letter of no objection stating the easement is sufficient from all utility providers requesting a utility easement will be provided to the City within 18 months and prior to recording.

2. Retain a public utility easement for the area described in Exhibit B. Access to all utilities shall be maintained at all times and no structures shall be constructed within or above that public easement area in compliance with Section 74-103.

3. The vacation of the right-of-way shall be valid upon the City's recording with the Pinellas County Clerk of the Court. The applicant shall provide a fully executed public utility easement to the City along with payment of recording fees.

4. The City will file the vacation ordinance and easement with the Pinellas County Clerk of the Court.

[Remainder of this page left intentionally blank.]

JUNE 27, 2024
PLANNING AND ZONING BOARD
DEVELOPMENT ORDER

CASE NO. VAC-000449-2024
LOCATION: SUNSHINE LANE RIGHT-OF-WAY

The Planning and Zoning Board has made a motion to:

[ ] RECOMMEND APPROVAL TO CITY COMMISSION

[X] RECOMMEND APPROVAL WITH CONDITIONS TO THE CITY COMMISSION

[ ] RECOMMEND DENIAL TO CITY COMMISSION

[ ] CONTINUE

A request to vacate approx. 1,022 sqft / 0.0235 acres of Sunshine Lane, a public right-of-way, Exhibit A.

CONDITIONS:

1. Prior to recording the vacation ordinance in the Pinellas County Clerk of the Court, the applicant shall provide a public utility easement for the area described in Exhibit B. A letter of no objection stating the easement is sufficient from all utility providers requesting a utility easement will be provided to the City within 18 months and prior to recording.

2. Retain a public utility easement for the area described in Exhibit B. Access to all utilities shall be maintained at all times and no structures shall be constructed within or above that public easement area in compliance with Section 74-103.

3. The vacation of the right-of-way shall be valid upon the City's recording with the Pinellas County Clerk of the Court. The applicant shall provide a fully executed public utility easement to the City along with payment of recording fees.

4. The City will file the vacation ordinance and easement with the Pinellas County Clerk of the Court.

Richard Harris, Chair
Planning & Zoning Board

06-28-2024
Date

CITY OF
Treasure Island
FLORIDA 33706
120 - 108th AVENUE
INCORPORATED 1955
PHONE (727) 547-4575
FAX (727) 547-4582

March 12, 2024

Braulio Grajales, P.E
Principal
High Point Engineering
5005 W. Laurel Street, Suite 201
Tampa, Florida, 33607

Subject: Letter of No Objection to Proposed Right of Way Vacation for Sanitary Sewer Utilities
Proposed Right-Of-Way Vacation of:

A PORTION OF THAT 15 FOOT PLATTED ALLEY, SUNSHINE LANE, LYING IN BLOCK 2, CONEY ISLAND, AS RECORDED IN PLAT BOOK 5, PAGE 34, PUBUC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THAT PARTIAL VACATION RECORDED IN OFFICIAL RECORDS BOOK 7426, PAGE 80, SAID SOUTHEAST CORNER ALSO BEING A PERMANENT REFERENCE MONUMENT ACCORDING TO ROCK HOUSE REPLAT, AS RECORDED IN PLAT BOOK 98, PAGE 41 AND THE NORTHWEST CORNER OF LOT. 29, BLOCK 2, CONEY ISLAND, AS RECORDED IN PLAT BOOK 5, PAGE 34, All RECORDED IN THE PUBUC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S10° 16'21"E, 64.16 FEET ALONG THE EAST RIGHT-OF-WAY OF SAID SUNSHINE LANE TO A PERMANENT REFERENCE MONUNMENT ACCORDING TO AFORESAID ROCK HOUSE REPLAT; THENCE S79° 43'39"W, 15.00 FEET TO A POINT ALONG THE WEST RIGHT-OF-WAY OF SUNSHINE LANE; THENCE N10°16'39"W, 65.51 FEET ALONG SAID WEST RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 2 OF THE AFOREMENTIONED CONEY ISLAND PLAT; THENCE N00'05'11-W, 6.57 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID VACATED ALLEY AS RECORDED IN OFFICIAL RECORDS BOOK 7426, PAGE 80; THENCE S70° 48'33"E, 15.90 FEET ALONG THE SOUTH BOUNDARY OF AFOREMENTIONED VACATION TO THE POINT OF BEGINNING.

CONTAINING 1,022.05 SQUARE FEET OR 0.0235 ACRES, MORE OR LESS.

Dear Mr. Grajales:

The City of Treasure Island received your letter dated December 11, 2023, Petition for Vacation of Right-of-Way in Treasure Island, Florida.

The petition requests for a Letter of No Objection to proposed right of way vacation. The Public Works Department is the provider and operator of the Sanitary Sewer and Stormwater Drainage utility in Treasure Island.

The Public Works Department located and identified the City's utilities and is illustrated in the attached **Utility Location Map**.

There are no stormwater structures within the area designated for vacating.

There is a sanitary sewer line, a manhole and several sewer laterals that provide sewer connections. The sanitary sewer line and sewer laterals appear to be located in the existing right of way; the City must have access to the sanitary sewer line and sewer laterals and must have at least five (5) feet of easement on both sides of this sanitary sewer line. If the proposed vacation of right-of-way encroaches within five (5) feet of this sanitary sewer line, then a utility easement must be provided to ensure at least ten (10) feet of easement for this line.

Additionally, there are individual service lines and taps, as well as City gravity sanitary sewer lines in the existing right-of-way. If individual service lines were no longer required at the parcels, then any and all expenses to cut and cap or remove these individual service lines shall be at the expense of the property owner. Prior to vacating the right-of-way the City needs assurances that no buildings are constructed over the top of existing utilities, that would prevent the City from having access to the manholes and all underground utilities.

Sincerely,

Mr. Michael Helfrich, P.E.
Public Works Director

cc: Garry Brumback, Interim City Manager
Kathryn Younkin, Director Community Development

Utility Location Map



4/11/2024
Att: Anton Trojak
Project Engineer
High Point Engineering, Inc.
5005 W. Laurel Street, Suite 201
Tampa, Florida 33607

Re: Letter of No Objection to proposed vacation of a portion of a portion of that 15-foot platted alley (Sunshine Lane), lying in Block 2, as shown on the plat of Coney Island (Plat Book 5, page 34), of the Public Records of Pinellas County, Florida.

Dear Property Owner:

We have received your request for a letter of no objection for the proposed vacation of a portion of that 15-foot platted alley (Sunshine Lane), lying in Block 2, as shown on the plat of Coney Island (Plat Book 5, page 34), as depicted in the attached exhibit(s). Pinellas County has infrastructure facilities in this right-of-way and an easement will be needed for access and maintenance. Therefore, an easement will be needed over the entire vacation area depicted in the attached sketch and legal. The County has no objection, subject to the condition of this easement being granted on the vacation area.

If you have any questions, or if we may be of further assistance, please feel free to contact me at (727) 464-3169.

Sincerely,

Alexander Fugate, B.S.
Development Project Manager I
Petition to Vacate Coordinator
Pinellas Building & Development Review Services

SECTION . . . 15 . . . , TOWNSHIP . . . 31 . . . SOUTH, RANGE . . . 15 . . . EAST, ... PINELLAS . . . . . COUNTY, FLORIDA

LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY

VACATION OF RIGHT-OF-WAY

LEGAL DESCRIPTION

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CONTAINING 1,022.05 SQUARE FEET OR 0.0235 ACRES, MORE OR LESS.

PREPARED FOR

CITY OF TREASURE ISLAND; GREENLEAF CAPITAL; JP BEACH HOLDINGS, LLP

BASIS OF BEARINGS NOTE

BASIS OF BEARINGS IS THE EAST RIGHT-OF-WAY LINE OF SUNSHINE LANE AS SHOWN ON ROCK HOUSE REPLAT, RECORDED IN PLAT BOOK 98, PAGE 41, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. SAID EAST RIGHT-OF-WAY BEARING N10°16'21"W (S.E.).

GEORGE A. SHIMP II CERTIFICATE LS 2512 STATE OF FLORIDA REGISTERED LAND SURVEYOR

SHEET 1 OF 2

Ⓐ REVISED PER COMMENT ON 1-2-2024 (230284.DWG)

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE THIRD PARTY VERIFIED DIGITAL SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF THIS DOCUMENT WILL NOT BE CONSIDERED SIGNED AND SEALED.

GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

JOB NUMBER: 230284	DATE SURVEYED: N/A
DRAWING FILE: 230284.DWG	DATE DRAWN: 12-8-2023
LAST REVISION: 1-2-2024	X REFERENCE: N/A

GEORGE A. SHIMP II AND ASSOCIATES, INCORPORATED

LAND SURVEYORS LAND PLANNERS

3301 DeSOTO BOULEVARD, SUITE D

PALM HARBOR, FLORIDA 34683

PHONE (727) 784-5496 FAX (727) 786-1256

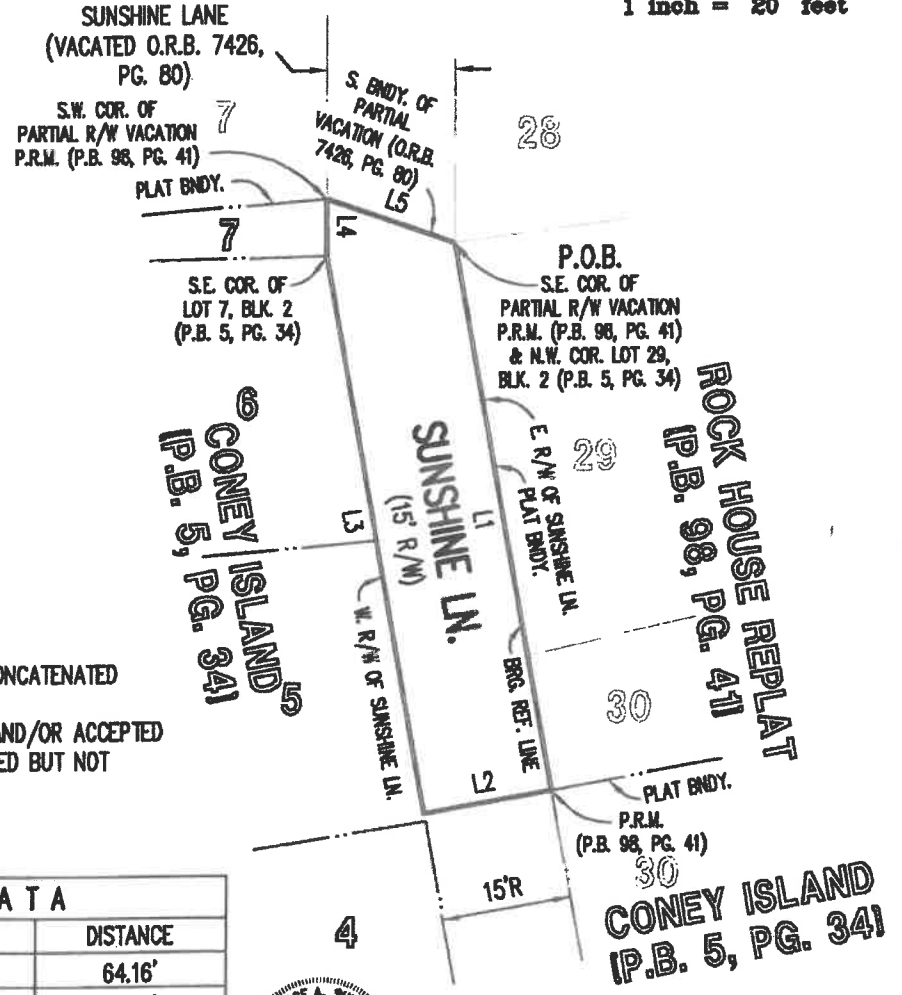
M.A. LB 1834

SECTION . . . 15 . . . , TOWNSHIP . . . 31 . . . SOUTH, RANGE . . . 15 . . . EAST, ... PINELLAS . . . . . COUNTY, FLORIDA

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GEORGE A. SHIMP II * CERTIFICATE LS 2512 * STATE OF FLORIDA * REGISTERED LAND SURVEYOR

SHEET 2 OF 2

Ⓐ

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GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

JOB NUMBER: 230284	DATE SURVEYED: N/A
DRAWING FILE: 230284.DWG	DATE DRAWN: 12-8-2023
LAST REVISION: SEE SHEET 1	X REFERENCE: N/A

GEORGE A. SHIMP II AND ASSOCIATES, INCORPORATED
LAND SURVEYORS LAND PLANNERS
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256
M.A.
LB 1834

2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

2/16/2024

Attn: Braulio Grajales, P.E.
Principal
High Point Engineering, Inc.
5005 W Laurel St, Suite 201
Tampa, FL 33607

RE: Release of Right-of-Way – north end of Sunshine Ln ROW, Treasure Island, FL

Dear Mr. Grajales,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

HIGH POINT|ENGINEERING

December 11, 2023

High Point Engineering
5005 W. Laurel Street, Suite 201
Tampa, Florida, 33607
(813) 644-8333

Attn: Stephan Waidley
Frontier Communications
1280 Cleveland Street
Clearwater, Florida 33755

stephan.waidley@ftr.com

RE: Petition to Release Right-of-Way: See attached Sketch & Legal Description
Parking Lot at John's Pass
12765 Sunshine Lane
Treasure Island, Florida 33706
Section 15, Township 31S, Range 15E

Dear Stephan Waidley:

Greenleaf Capital, LLC is planning to construct a private parking lot at 12765 Sunshine Lane in Treasure Island, Florida. As part of the proposed project, the last 66.6 feet of Sunshine Lane right-of-way surrounded by property owned by JP Beach Holdings, LLC will be vacated. To abandon the existing right-of-way, the owner of the project/permittee is required to provide this written notification to all utility right-of-way users and must obtain a "No Objection" letter.

Please review the attached sketch and legal description showing the location of Sunshine Lane right-of-way to be vacated and the site plan showing the proposed Parking Lot at John's Pass project. After reviewing the sketch and legal description and site plan, please provide a letter in response to the above-referenced Petition to Release, indicating either "No Objection" or "Objection," to the address listed above. Thank you for your consideration of this request.

If you have any questions or require additional information, please let us know. Thank you for your assistance in this matter.

Sincerely,
High Point Engineering, Inc

Braulio Grajales, P.E.
Principal

SECTION . . . 15 . . . , TOWNSHIP . . . 31 . . . SOUTH, RANGE . . . 15 . . . EAST, ... PINELLAS . . . . . COUNTY, FLORIDA

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CONTAINING 1,022.05 SQUARE FEET OR 0.0235 ACRES, MORE OR LESS.

PREPARED FOR

CITY OF TREASURE ISLAND; GREENLEAF CAPITAL; JP BEACH HOLDINGS, LLP

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LAND SURVEYORS LAND PLANNERS

3301 DeSOTO BOULEVARD, SUITE D

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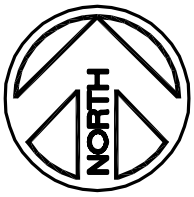
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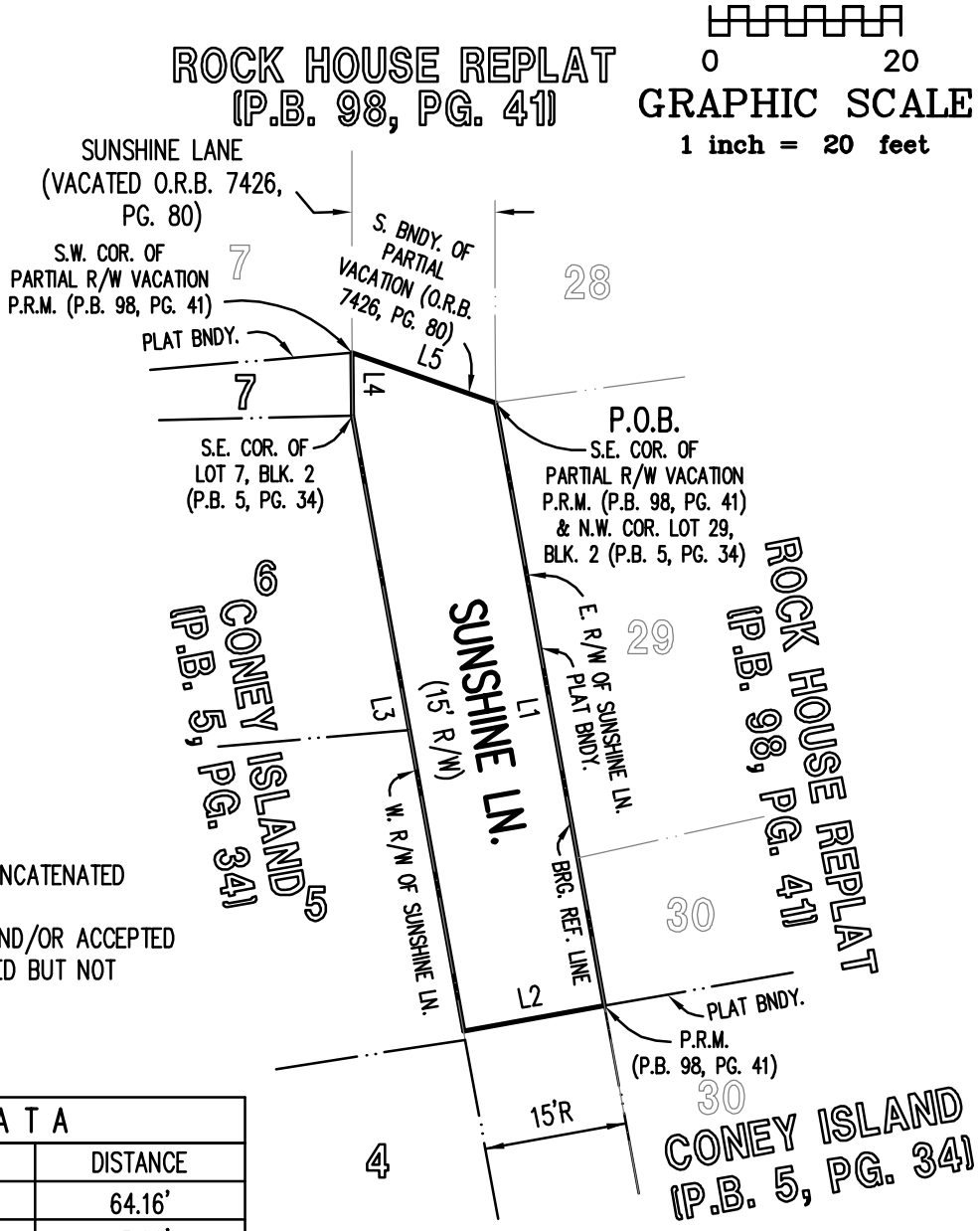
M.A.
LB 1834

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3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256
M.A.
LB 1834

Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, Florida 33612

JARED W. PERDUE, P.E.
SECRETARY

January 18, 2024

Braulio Grajales, P.E.
High Point Engineering
5005 W. Laurel Street, Suite 201
Tampa, FL 33607

RE: Petition to Release Right of Way; Parking Lot at John's Pass

Dear Mr. Grajales,

In response to your letter dated December 11, 2023 requesting a letter of "No Objection" to the above referenced vacation, the Department does not provide such letters. The local government with jurisdiction over the relevant roadway typically makes the decision whether we (FDOT) should be consulted on the vacation of a particular right of way. Often, we are not asked for a comment when the relevant roadway is not located directly adjacent to a State Road. That seems to be the case with this road. However, should this vacation come to us from the local government for comment I see no reason why we would object since there are no State Roads or facilities directly abutting the property.

If you have any questions or require further information you may contact me directly at (813) 975-6709 or at Lisandra.Riendeau@dot.state.fl.us.

Sincerely,

Lisandra Riendeau

Lisandra Riendeau
Project Manager
Property Management

452 East Crown Point Road
Winter Garden, Florida 34787
Irma.Cuadra@duke-energy.com

407 905 3310

Mar. 12, 2024

Via email: atrojak@hpe-fl.com

Mr. Anton Trojak
Project Engineer
High Point Engineering, Inc.
5005 W. Laurel Street, Suite 201
Tampa, Florida 33607

RE: Vacation of Sunshine Lane
12765 Sunshine Lane, Treasure Island
Pinellas County, Florida

Dear Mr. Trojak:

Please be advised that Duke Energy, **"objections"** to the vacation and abandonment of the portion of Sunshine Lane lying in Block 2, Coney Island, as recorded in Plat Book 5, Page 34, of the Public Records of Pinellas County, Florida, being more particularly described on the accompanying Legal Description and Sketch drawn by George A. Shimp II and Associates, Incorporated, dated January 2, 2024, Job # 230284, attached hereto and by this reference made a part hereof.

A No Objection letter will be provided upon either:

1. Removal/relocation of existing facilities (handled by a Duke Energy Engineering).
2. Granting of a Duke Energy Easement over the described property (If Right of Way is split, we would need an Easement from abutting owner as well).
3. City/County confirmation that this proposed area will retain a Public Utility Easement in the recorded Resolution.

Facilities that require relocation will be done at no cost to Duke Energy. If the facilities do not interfere with your plans, an easement will be prepared for your execution.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,
Irma Cuadra
Irma Cuadra
Senior Research Specialist

Attachment

SECTION . . . 15 . . . , TOWNSHIP . . . 31 . . . SOUTH, RANGE . . . 15 . . . EAST, ... PINELLAS . . . . . COUNTY, FLORIDA

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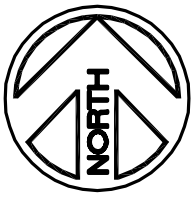
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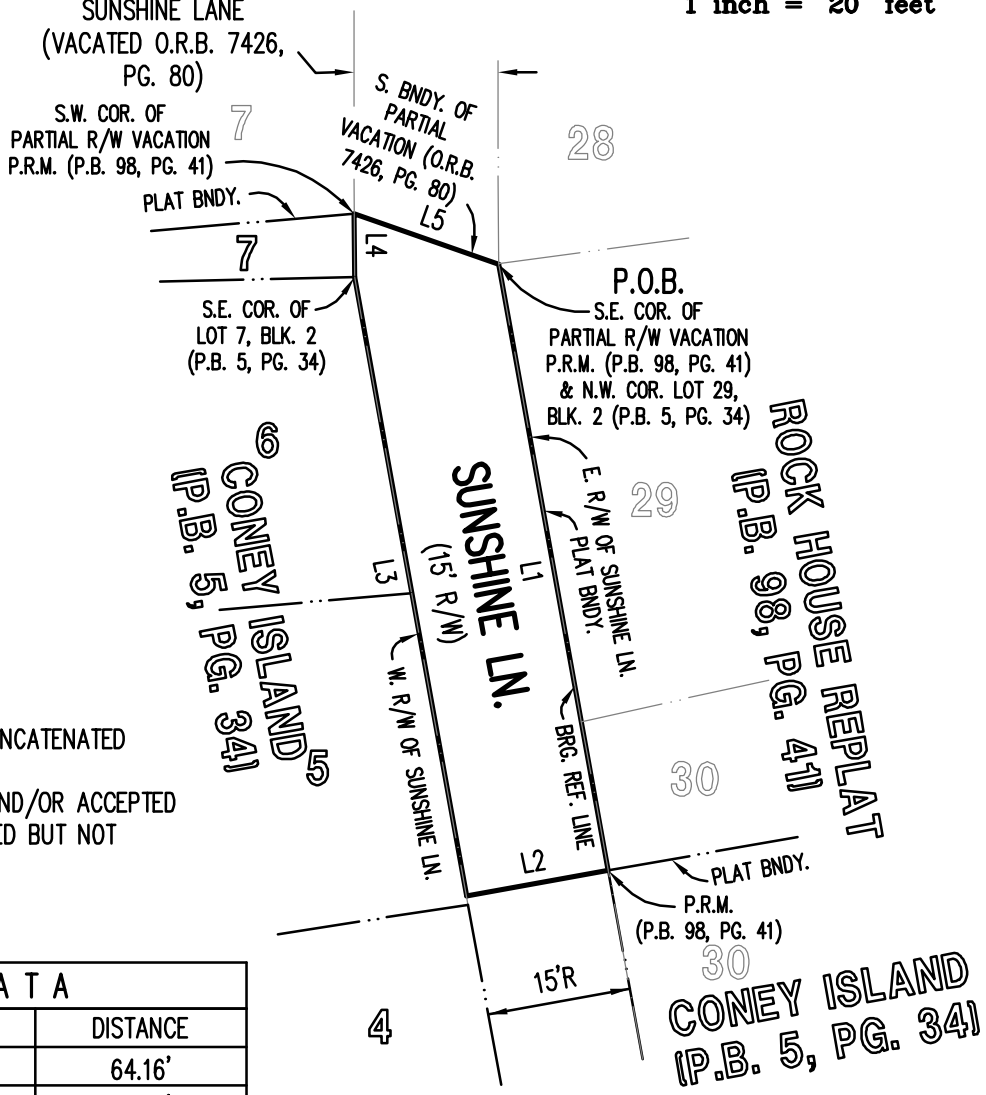
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M.A.
LB 1834

Charter
COMMUNICATIONS

Date: February 2, 2024

Re: Request to Vacate Right-of-Way JOHN'S PASS, 12765 SUNSHINE LANE
Treasure Island, Florida 33706

XXX Charter Communications has no objections in the request to vacate of the noted right of way

_____Charter Communications has no objections provided easements for our facilities are Retained / granted

_____ Charter Communications has facilities that would need to relocated and the applicant would be responsible for this expense. Payment in full would be required to proceed with vacation of the easement.

_____ In order to properly evaluate this request, Charter Communications will need detailed plans of facilities proposed for subject areas.

_____ Charter Communications has facilities within this area, which may conflict with subject project please call 811 to have locating. **SEE NOTES**

____ Charter Communications requires 30 days written notice prior to construction start date to relocate their facilities.

NOTES: see display of location on next page.

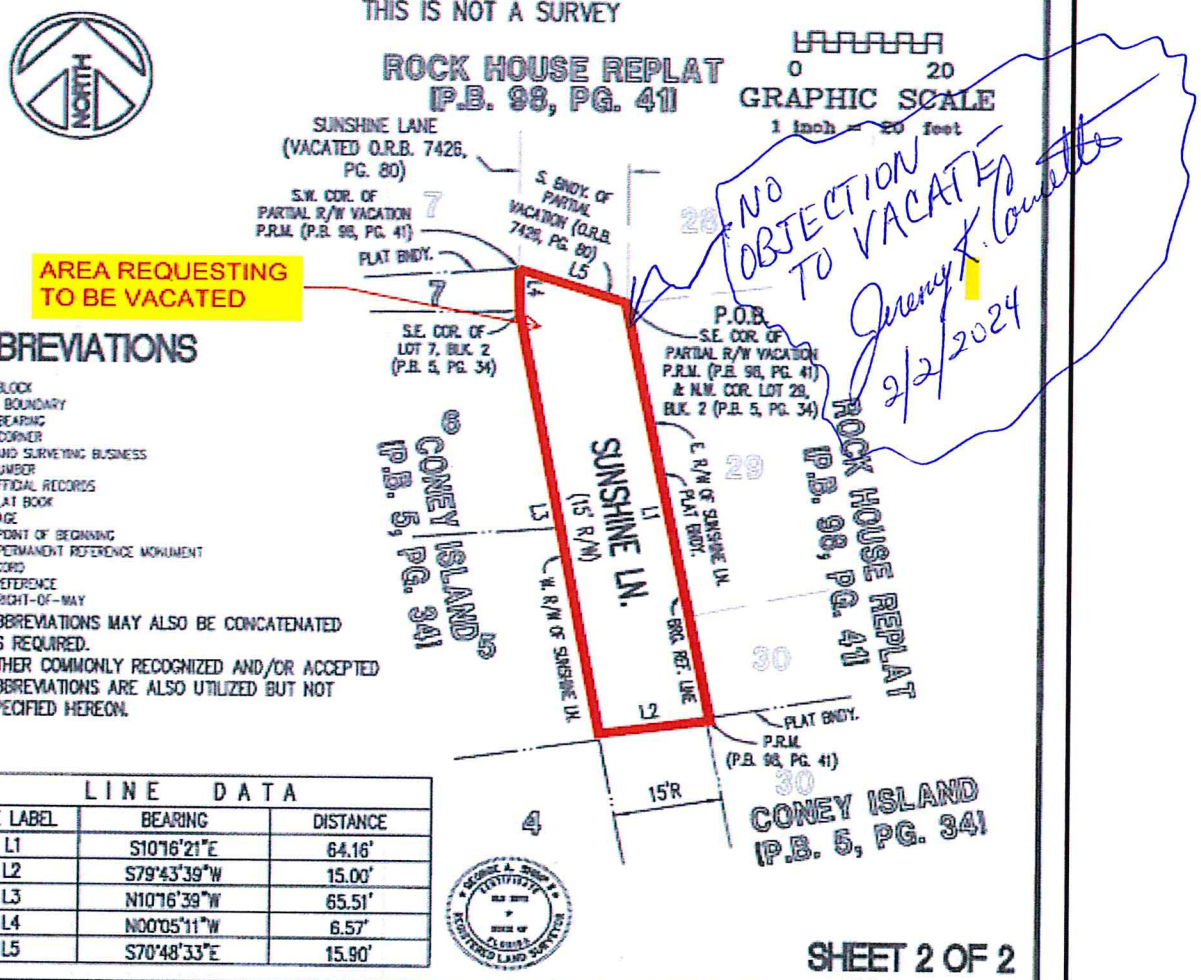
Sincerely,
Jeremy K. Cornette

Jeremy Cornette
Construction Manager
Charter Communications
Pinellas County
Phone 941-345-1348 _____

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PHONE (727) 784-5496 FAX (727) 786-1256
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LB 1834

From:	Leggatt, Taylor J.
To:	Anton Trojak
Cc:	Braulio Grajales; asaravanos@gleafcapital.com; jhouser@gleafcapital.com; Miller, Jesse
Subject:	RE: Petition to Release Right of Way - Sunshine Lane, Treasure Island - Pinellas County
Date:	Monday, February 19, 2024 8:06:50 AM
Attachments:	image001.png

Hi Anton,

Tampa Electric does not serve this area, therefore, we do not object.

Thanks,

Taylor J. Leggatt
Manager, Land Rights
702 N. Franklin St., Tampa, FL 33602
(813) 228-1424



NOTICE: This email is intended only for the individual(s) to whom it is addressed and may contain confidential information. If you have received this email by mistake, please notify the sender immediately, delete this email from your system and do not copy or disclose it to anyone else. Although we take precautions to protect against viruses, we advise you to take your own precautions to protect against viruses as we accept no liability for any which remain.

From: Anton Trojak <atrojak@hpe-fl.com>
Sent: Thursday, February 15, 2024 5:14 PM
To: Leggatt, Taylor J. <TJLeggatt@tecoenergy.com>
Cc: Braulio Grajales <bgrajales@hpe-fl.com>; asaravanos@gleafcapital.com; jhouser@gleafcapital.com; Miller, Jesse <jmiller@mytreasureisland.org>
Subject: Petition to Release Right of Way - Sunshine Lane, Treasure Island - Pinellas County

CAUTION - External Email

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Good afternoon Taylor,

Our office has sent you the attached correspondence letter via regular mail on January 8th, requesting a letter of no objection. Please see the attached document.
Attached to this correspondence are a sketch and legal description of the section to be vacated.
Could you please respond if TECO Electric has no objection to vacating a section of Sunshine Lane Right of Way in Treasure Island?

Thank you,

Anton Trojak | Project Engineer
High Point Engineering, Inc.
FDOT Certified DBE
5005 W. Laurel Street, Suite 201
Tampa, Florida 33607
Tel. (813) 644-8333 Ext. 331
Tel. (813) 644-7000
www.hpe-fl.com

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March 08, 2024

To: *Orinta Delain & High Point Engineering, Inc.*

RE: Petition to Release of Right of Way
Parking Lot at John's Pass
12765 Sunshine Lane,
Treasure Island, Florida, 22706

Dear Orinta,

Thank you for contacting Peoples Gas System, Inc. ("PGS") regarding the petition to release of right-of-way at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area.

If you have further questions, please do not hesitate to call.

Sincerely,

Cheyenne Thompson

Cheyenne Thompson
Admin Specialist Sr., PGS Distribution Design
Peoples Gas System, Inc. ("PGS"), Central Territory
8416 Palm River Rd
Tampa, FL 33619
813-275-3710

WOW!
internet + tv + phone

FEB 15,2024

Anton Trojak | Project Engineer
High Point Engineering, Inc.
FDOT Certified DBE
5005 W. Laurel Street, Suite 201
Tampa, Florida 33607
Tel. (813) 644-8333 Ext. 331
Tel. (813) 644-7000
www.hpe-fl.com

ATTN; Anton Trojak

Re: 12765 Sunshine Lane , Treasure Island, FL 33706

Thank you for advising **Wide Open West (WOW!)** on the subject project.

_XXX **WOW! Has " No Objection " WoW Does Not have Facilities in this Area**

Please refer any further correspondence to:

WOW!
Dave Hamlin
Construction Coordinator
3001 Gandy Blvd. N.
Pinellas Park, FL 33782

Sincerely,

David E. Hamlin Jr.
Construction Project Coordinator
WOW!
(678) 409-8721 Cell

Prepared by and return to:
Jennifer Cowan, Esq.
Bryant Miller Olive P.A.
400 N. Tampa Street, Suite 1600
Tampa, FL 33602

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

SUNSHINE LANE PERPETUAL UTILITY EASEMENT

THIS SUNSHINE LANE PERPETUAL UTILITY EASEMENT ("**Easement**") is made and entered into this ___ day of _____, 202__, from **JP Beach Holdings LLC**, a Florida limited liability company with an address of 3802 Coconut Palm Drive, Tampa, FL 33619 ("**GRANTOR**") to the **CITY OF TREASURE ISLAND, a Municipal Corporation** with an address of 10451 Gulf Blvd, Treasure Island, Florida 33706 and **PINELLAS COUNTY, FLORIDA**, and their successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("**GRANTEES**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEES**, the right of ingress and egress over the Easement Area, as shown on Exhibit "A" attached hereto, to allow for the construction, installation, operation, maintenance and repair by Grantee, or its employees, agents or designees, of drainage pipes, public utility lines (including electrical lines), mains, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances and any other utility service (hereinafter referred to as the "utilities") within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

See legal description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference.

This Easement will exist indefinitely. The rights herein granted to the **GRANTEES** specifically include the right: (a) of ingress and egress over the Easement Area and over portions of for the purpose of exercising the rights herein granted; (b) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions necessary to ensure safety; and (c) to drive over the Easement Area to access utilities, excavate the Easement Area, perform any construction, installation, operations, maintenance and repairs of the utilities, and to exercise all other rights and privileges reasonably necessary or convenient for the **GRANTEES**' safe, reliable and efficient use and enjoyment of the Easement Area for the provision of utility services and for the purposes described herein. Failure to exercise the rights herein granted to the **GRANTEES** shall not constitute a waiver or abandonment. **GRANTOR** covenants and agrees that no building structures or obstacles (except fences, driveways, parking lots, pavement) will be located, constructed, excavated or created within the Easement Area. **GRANTOR** further covenants to indemnify and hold **GRANTEES** harmless from any and all damages and injuries whether to persons or personal property resulting from interference with the utilities by the **GRANTOR** or by the **GRANTOR'S** agents or employees.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEES** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above-described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this Easement to **GRANTEES**, (c) Grantor represents that the Easement Area is not subject to any loan or encumbrance, (d) **GRANTOR** has full power and authority to enter into this Easement, (e) **GRANTOR** further confirms that entering into this Easement will not interfere or conflict with any other rights to **GRANTOR'S** property, and (f) that **GRANTEES** shall have quiet and peaceful possession, use and enjoyment of this Easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

GRANTEES shall record this Easement in the Public Records of Pinellas County, Florida and **GRANTOR** shall pay **GRANTEES** for all recording costs. It is expressly understood and agreed that the terms, covenants, and conditions of this Easement will run with the land and encumber the Easement Area regardless of title or ownership of said property and regardless of any future changes which may take place thereon.

The remainder of this page is left blank intentionally.

DRAFT

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hands and seals this _____day of _____, 202__.

WITNESSES:

_____
Signature of First Witness

_____
Print or Type Name of First Witness

_____
Address of First Witness

_____
Signature of Second Witness

_____
Print or Type Name of Second Witness

_____
Address of Second Witness

(Names **must** be typed or printed under each signature)

GRANTOR(s):

JP Beach Holdings LLC
A Florida limited liability company

_____
Signature

_____
Name:

State of _Florida_____)
)
ss
County of _____)

The foregoing instrument was acknowledged before me by means of [___] physical presence or [___] online notarization, this _____ day of _____, 202__, by _____ who is/are personally known to me or who has/have produced _____ as identification.

NOTARY SEAL

_____
Notary Public

DRAFT

Exhibit "A"
Easement Area

The Easement Area shall be on the following legally described land:

SECTION . . . 15 . . . , TOWNSHIP . . . 31 . . . SOUTH, RANGE . . . 15 . . . EAST, ... PINELLAS . . . . . COUNTY, FLORIDA

LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY

UTILITY EASEMENT

LEGAL DESCRIPTION

A PORTION OF THAT 15 FOOT PLATTED ALLEY, SUNSHINE LANE, LYING IN BLOCK 2, CONEY ISLAND, AS RECORDED IN PLAT BOOK 5, PAGE 34, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THAT PARTIAL VACATION RECORDED IN OFFICIAL RECORDS BOOK 7426, PAGE 80, SAID SOUTHEAST CORNER ALSO BEING A PERMANENT REFERENCE MONUMENT ACCORDING TO ROCK HOUSE REPLAT, AS RECORDED IN PLAT BOOK 98, PAGE 41 AND THE NORTHWEST CORNER OF LOT 29, BLOCK 2, CONEY ISLAND, AS RECORDED IN PLAT BOOK 5, PAGE 34, ALL RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S10°16'21"E, 64.16 FEET ALONG THE EAST RIGHT-OF-WAY OF SAID SUNSHINE LANE TO A PERMANENT REFERENCE MONUMENT ACCORDING TO AFORESAID ROCK HOUSE REPLAT; THENCE S79°43'39"W, 15.00 FEET TO A POINT ALONG THE WEST RIGHT-OF-WAY OF SUNSHINE LANE; THENCE N10°16'39"W, 65.51 FEET ALONG SAID WEST RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 2 OF THE AFOREMENTIONED CONEY ISLAND PLAT; THENCE N00°05'11"W, 6.57 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID VACATED ALLEY AS RECORDED IN OFFICIAL RECORDS BOOK 7426, PAGE 80; THENCE S70°48'33"E, 15.90 FEET ALONG THE SOUTH BOUNDARY OF AFOREMENTIONED VACATION TO THE POINT OF BEGINNING.

CONTAINING 1,022.05 SQUARE FEET OR 0.0235 ACRES, MORE OR LESS.

PREPARED FOR

PINELLAS COUNTY; CITY OF TREASURE ISLAND; GREENLEAF CAPITAL; JP BEACH HOLDINGS, LLP

BASIS OF BEARINGS NOTE

BASIS OF BEARINGS IS THE EAST RIGHT-OF-WAY LINE OF SUNSHINE LANE AS SHOWN ON ROCK HOUSE REPLAT, RECORDED IN PLAT BOOK 98, PAGE 41, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. SAID EAST RIGHT-OF-WAY BEARING N10°16'21"W (S.E.).

SHEET 1 OF 2

Ⓑ REVISED CERTIFICATIONS ON 3-22-2024 (230284.DWG)

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE THIRD PARTY VERIFIED DIGITAL SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF THIS DOCUMENT WILL NOT BE CONSIDERED SIGNED AND SEALED.

GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

JOB NUMBER: 230284B	DATE SURVEYED: N/A
DRAWING FILE: 230284.DWG	DATE DRAWN: 3-11-2024
LAST REVISION: 3-22-2024	X REFERENCE: N/A

GEORGE A. SHIMP II AND ASSOCIATES, INCORPORATED
LAND SURVEYORS LAND PLANNERS
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256
M.A. LB 1834

SECTION . . . 15 . . . , TOWNSHIP . . . 31 . . . SOUTH, RANGE . . . 15 . . . EAST, ... PINELLAS . . . . . COUNTY, FLORIDA

LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY



ABBREVIATIONS

BLK = BLOCK
BNDY = BOUNDARY
BRG = BEARING
COR = CORNER
LB = LAND SURVEYING BUSINESS
NO = NUMBER
OR = OFFICIAL RECORDS
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
PRM = PERMANENT REFERENCE MONUMENT
R = RECORD
REF = REFERENCE
R/W = RIGHT-OF-WAY

*** ABBREVIATIONS MAY ALSO BE CONCATENATED AS REQUIRED.

*** OTHER COMMONLY RECOGNIZED AND/OR ACCEPTED ABBREVIATIONS ARE ALSO UTILIZED BUT NOT SPECIFIED HEREON.

LINE DATA		
LINE LABEL	BEARING	DISTANCE
L1	S10°16'21"E	64.16'
L2	S79°43'39"W	15.00'
L3	N10°16'39"W	65.51'
L4	N00°05'11"W	6.57'
L5	S70°48'33"E	15.90'

SHEET 2 OF 2

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE THIRD PARTY VERIFIED DIGITAL SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF THIS DOCUMENT WILL NOT BE CONSIDERED SIGNED AND SEALED.

GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

JOB NUMBER: 230284B	DATE SURVEYED: N/A
DRAWING FILE: 230284.DWG	DATE DRAWN: 3-11-2024
LAST REVISION: SEE SHEET 1	X REFERENCE: N/A

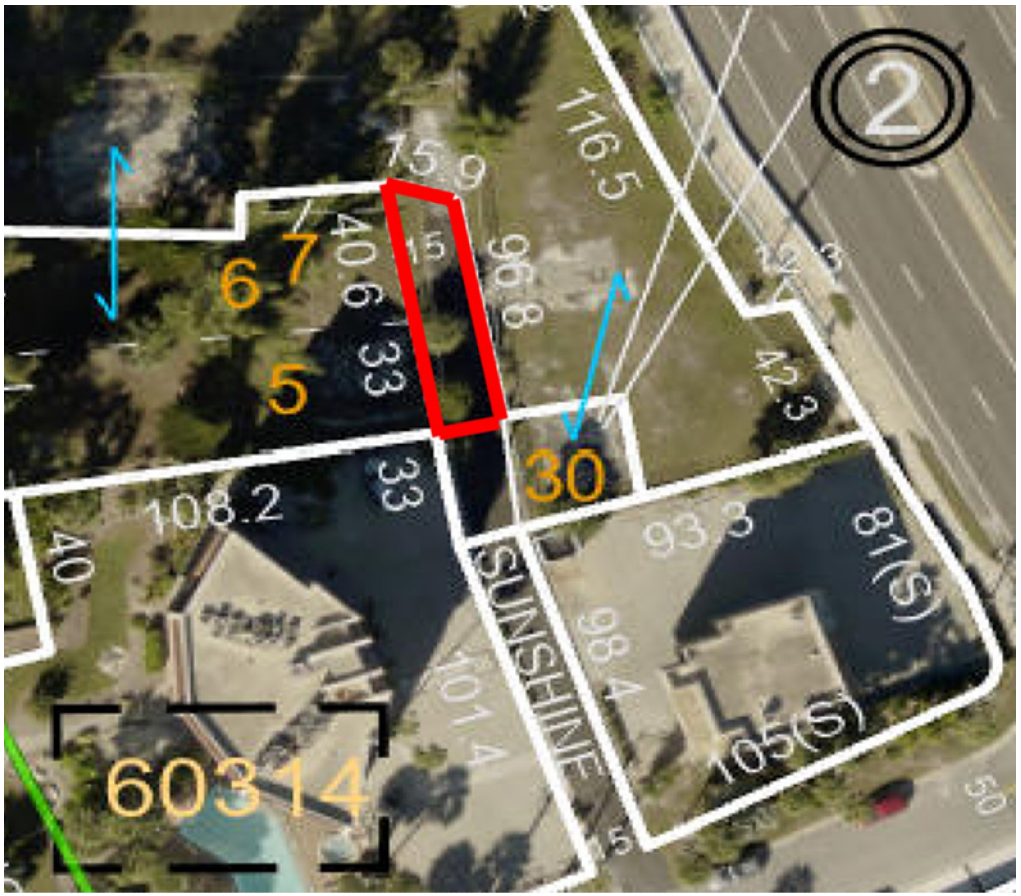
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PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256
M.A.
LB 1834

1st Reading of Ordinance 2024-10

Date: 8/6/2024

Presenter: Jesse Miller
Principal Planner

Aerial Map



Requested section of Right-of-Way to be vacated is outlined in red.

Sketch


SECTION . . 15 . . . , TOWNSHIP . . 31 . . . SOUTH, RANGE . . 15 . . . EAST, ... PINELLAS . . . . . COUNTY, FLORIDA
LEGAL DESCRIPTION and SKETCH
THIS IS NOT A SURVEY
NORTH
ROCK HOUSE REPLAT
(P.B. 98, PG. 41)
0
20
GRAPHIC SCALE
1 inch = 20 feet
SUNSHINE LANE
(VACATED O.R.B. 7426, PG. 80)
S.W. COR. OF PARTIAL R/W VACATION P.R.M. (P.B. 98, PG. 41)
PLAT BNDY.
S. BNDY. OF PARTIAL VACATION (O.R.B. 7426, PG. 80)
L5
L4
P.O.B.
S.E. COR. OF PARTIAL R/W VACATION P.R.M. (P.B. 98, PG. 41) & N.W. COR. LOT 29, BLK. 2 (P.B. 5, PG. 34)
S.E. COR. OF LOT 7, BLK. 2 (P.B. 5, PG. 34)
E. R/W OF SUNSHINE LN.
PLAT BNDY.
6 CONEY ISLAND (P.B. 5, PG. 34)
SUNSHINE LN. (15' R/W)
L1
L3
W. R/W OF SUNSHINE LN.
BRG. REF. LINE
ROCK HOUSE REPLAT (P.B. 98, PG. 41)
L2
PLAT BNDY.
P.R.M. (P.B. 98, PG. 41)
15'R
30 CONEY ISLAND (P.B. 5, PG. 34)
7
28
29
30
4
ABBREVIATIONS
BLK = BLOCK
BNDY = BOUNDARY
BRG = BEARING
COR = CORNER
LB = LAND SURVEYING BUSINESS
NO = NUMBER
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LINE DATA
LINE LABEL | BEARING | DISTANCE
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SHEET 2 OF 2
CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE THIRD PARTY VERIFIED DIGITAL SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF THIS DOCUMENT WILL NOT BE CONSIDERED SIGNED AND SEALED.
GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512
JOB NUMBER: 230284
DATE SURVEYED: N/A
DRAWING FILE: 230284.DWG
DATE DRAWN: 12-8-2023
LAST REVISION: SEE SHEET 1
X REFERENCE: N/A
GEORGE A. SHIMP II AND ASSOCIATES, INCORPORATED
LAND SURVEYORS LAND PLANNERS
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256
M.A.
LB 1834

Right-of-Way Vacation Process

A request for vacation is reviewed by the Planning and Zoning Board. The recommendation of the Planning and Zoning Board is forwarded to the City Commission.

The City Commission will consider an Ordinance to approve, approve with conditions, or deny the vacation of approx. 1,022 sq ft / 0.0235 acres of Sunshine Lane, Exhibit A.

The City Commission will determine if:

- there is a present necessity for this right-of-way;
- there is a foreseeable necessity for the retention of approx. 1,022 sq ft / 0.0235 acres of Sunshine Lane as a right-of-way; and
- if the right to convenient access of adjoining property owners will be affected by this vacation of right-of-way.

Utility Letters of No Objection

The applicant contacted the following utility companies to determine which services exist in the approx. 1,022 sqft / 0.0235 acres of Sunshine Lane right-of-way and whether the utility companies have any objections or conditions to the vacation.

- City of Treasure Island Public Works
- Pinellas County
- FDOT
- Charter Communications
- Duke Energy
- Frontier
- TECO Electric
- TECO/Peoples Gas
- WOW

Findings of Fact

- All property adjacent to the right-of-way is owned by JP Beach Holdings LLC, the applicant.
- The requested vacated area is not a through street, which has a single inlet and outlet, and no cross streets.
- Pedestrian access will not be impacted, as this right-of-way does not have a sidewalk.
- The proposed vacation of right-of-way is not in conflict with the City's Comprehensive Plan provided easements for the utilities, Exhibit B, are provided or any costs for the relocation of utilities and the needed easements are borne entirely by the applicant.

Recommendations

Staff recommends **APPROVAL** of the vacation of the 1,022 sf / 0.0235 of Sunshine Lane, subject to the conditions stated in Section 3 of the ordinance.

On June 27, 2024, the Planning and Zoning Board recommended **APPROVAL** of the vacation of the 1,022 sf/ 0.0235 of Sunshine Lane, subject to the conditions stated in Section 3 of the ordinance.



Thank you

Approved Site Plan- SITE-000298-2022



AGENDA ITEM NO. J.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 6, 2024
SUBMITTED BY:	Kathryn Younkin, Community Development
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Execute Extensions to the Building Department Services Contracts with M.T. Causley and Joe Payne Inc. (doing business as JPI) and Authorize Spending Authority for this renewal period up to $500,000.
BACKGROUND:	The Commission executed the contract for RFP 20-001 on June 16, 2020 to provide five-years of primary Building Department services. On June 15, 2021, the Commission approved the execution of the first renewal with SafeBuilt. On May 3, 2022 and June 6, 2023 the Commission approved execution of the successive renewals with both firms. As was mentioned with last year's renewal, this contract calls for annual negotiations between the City and the vendor to agree upon renewal billable rates as stipulated in the contract. Based on those stipulations, the billable rates for these services will increase by approximately 3.0% for this renewal term.
POLICY/PURPOSE:	The contracts with M.T. Causley and JPI for primary Building Department services provide for annual rate adjustments over the term of the contracts. These adjustments are to occur annually on the contract execution dates. Commission action is required to accept these renewed rates and modification to terms in the contracts.
STRATEGIC PLAN RELEVANCE:	Building Department Services help achieve Goal 2: Maintain a safe community.
ANALYSIS/DISCUSSION:	M.T. Causley is the City's chosen vendor to provide the required Building Department services, chiefly the role of

Building Official, inspection services and plans examination. JPI acts as an additional available contractor to cover in case of any increase in building department services or any staff vacancies from SafeBuilt.

The contracts provide for Building Official Administration, Building Inspectors, Plan Examiners and the ability to provide other services such as permit technicians, code enforcement, and city planners on an as-needed basis. Having two contracts providing for these services allows more flexibility in obtaining the services when needed, because one vendor may not have the capacity to provide a service at the time needed. The benefit to contracting with a vendor to provide these services for the City is that it enables the Building Program to expand and/or contract these services as building activity changes. Both contracts provide for services the City may need in cases of peak demand or internal staff vacancies.

FUNDING:

This contract is reflected in the Building Fund (140-5241-34000) and is funded by building development revenue, including building inspection and plan review fees.

MOTION:

I move to approve the one-year renewal of contract 20-001 with SafeBuilt and JPI for building department and other planning related services and authorize the City Manager to execute the Fourth Amendment to the Agreement (RFP 20-001) between the City and M.T. Causley, a SafeBuilt Company and the Third Amendment to the Agreement (RFP 20-001) with Joe Payne Inc., (JPI) and to approve City Manager spending authority up to $500,000 for the renewal period with either contracted vendor.

ATTACHMENTS:

Third Amendment - 20-001 - JPI.pdf
Fourth Amendment - 20-001 - SafeBuilt.pdf
First Amendment - 20-001 - JPI.pdf
Second Amendment - 20-001 - SafeBuilt.pdf
Second Amendment - 20-001 - JPI.pdf
Third Amendment - 20-001 - MTC executed 3.30.23.pdf
RFP20-001 Buidling Department Services_Joe Payne Inc JPI_Contract 05 18 2021.pdf
RFP20-001 First Amendment_Buidling Department Services_M T Causley LLC 05 18 2021.pdf

CONTRACT.pdf

THIRD AMENDMENT TO THE AGREEMENT (RFP 20-001) BETWEEN THE CITY OF TREASURE ISLAND AND JOE PAYNE, INC. D/B/A JPI

This Third Amendment to the Agreement between the City of Treasure Island, Florida, and Joe Payne, Inc. pertaining to BUILDING DEPARTMENT SERVICES RFP 20-001 (the "Third Amendment"), made and entered into on this 16 day of July 2024, shall amend and supplement that certain Agreement entered into by and between Joe Payne, Inc., a private corporation, with its principal place of business located at 9629 Gretna Green Drive Tampa, FL 33626 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 10451 Gulf Blvd., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated May 18, 2021 (the "Agreement").

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

WHEREAS, Section 2. TERM of the original agreement established terms under which the parties would engage in an annual negotiation to collaboratively set contractual rates for each renewal period of the agreement; and

WHEREAS, the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect these negotiated rates, formalize a modification in the regular hours of the agreement;

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Rates. Per Sec. 2 of the original agreement, the Parties have negotiated renewal rates for the fourth year of the agreement. These updated rates and an additional add-on service are detailed in the revised Exhibit A attached.

3. Effect of Amendment. This Third Amendment shall be effective on June 16, 2023. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this Third Amendment shall remain unchanged and in full force and effect. To the extent that this Third Amendment conflicts with the Agreement, the provisions of the Third Amendment shall govern.

4. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this Third Amendment, that the governing or managing body of each of the Parties has approved this Third Amendment, and that the governing or managing body of each of the Parties has authorized execution of this Third Amendment in the manner set forth below.

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

As To
CONTRACTOR

_____
(name of corporation or business)

BY:_____
(title of authorized corporate officer or individual)

Joseph Payne
_____
Signature

Joseph Payne
_____
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

_____
Signature

City Manager:

_____
Signature

RFP 20 - 001 | Second Amendment
Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: Joe Payne, Inc d/b/a JPI

Year:	5	2024 / 2025	Eff Date:	7/16/2024

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: − Building Department Administration − Residential and Commercial Inspection (all Trades) − Residential and Commercial Plan Review (all Trades) − Floodplain Management	$ 174.00 ~~$ 168.00~~	$ 174.00 ~~$ 168.00~~
B	Building Inspection	$ 88.00 ~~$ 85.00~~	$ 99.00 ~~$ 99.00~~
C	Plan Examination	$ 88.00 ~~$ 85.00~~	$ 99.00 ~~$ 99.00~~
*Services to be provided on an as-needed basis (in a support capacity only)***			
1	Code Enforcement	$ 77.00 ~~$ 74.00~~	$ 99.00 ~~$ 96.00~~
2	Permit Clerk	$ 55.00 ~~$ 53.00~~	$ 66.00 ~~$ 64.00~~
3	Planner	$ 99.00 ~~$ 96.00~~	$ 131.00 ~~$ 127.00~~

** After Hours Rate to include any services provided outside regular hours (8 am -5 pm Monday-Friday), weekends, and City holidays.*

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

FOURTH AMENDMENT TO THE AGREEMENT (RFP 20-001) BETWEEN THE CITY OF TREASURE ISLAND AND M.T. CAUSLEY, LLC – A SAFEBUILT COMPANY

This Fourth Amendment to the Agreement between the City of Treasure Island, Florida, and M.T. Causley, LLC pertaining to BUILDING DEPARTMENT SERVICES RFP 20-001 (the "Second Amendment"), made and entered into on this 16 day of July 2024, shall amend and supplement that certain Agreement entered into by and between M.T. Causley, LLC, a private corporation, with its principal place of business located at 866 Ponce de Leon Blvd, 2nd Floor, Coral Gables, FL 33134 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 10451 Gulf Blvd., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated June 16, 2020 (the "Agreement").

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

WHEREAS, Section 2. TERM of the original agreement established terms under which the parties would engage in an annual negotiation to collaboratively set contractual rates for each renewal period of the agreement; and

WHEREAS, the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect these negotiated rates;

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

3. Rates. Per Sec. 2 of the original agreement, the Parties have negotiated renewal rates for the fifth year of the agreement. These updated rates and an additional add-on service are detailed in the revised Exhibit A attached.

4. Effect of Amendment. This Fourth Amendment shall be effective on July 16, 2024. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this Fourth Amendment shall remain unchanged and in full force and effect. To the extent that this Fourth Amendment conflicts with the Agreement, the provisions of the Fourth Amendment shall govern.

5. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this Second Amendment, that the governing or managing body of each of the Parties has approved this Fourth Amendment, and that the governing or managing body of each of the Parties has authorized execution of this Fourth Amendment in the manner set forth below.

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

As To
CONTRACTOR

M.T. Causley, LLC
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

Matthew K. Causley Digitally signed by Matthew K. Causley Date: 2024.06.19 09:27:05 -04'00'
Signature

Matthew K. Causley
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

RFP 20 - 001 | Third Amendment
Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: M.T. Causley, LLC, a SafeBuilt Company

Year:	5	2024 / 2025	Eff Date:	7/16/2024

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: − Building Department Administration − Residential and Commercial Inspection (all Trades) − Residential and Commercial Plan Review (all Trades) − Floodplain Management	$ 111.00 ~~$ 107.00~~	$ 165.00 ~~$ 160.00~~
B	Building Inspection	$ 93.00 ~~$ 90.00~~	$ 141.00 ~~$ 136.00~~
C	Plan Examination	$ 93.00 ~~$ 90.00~~	$ 141.00 ~~$ 136.00~~
*Services to be provided on an as-needed basis (in a support capacity only)***			
1	Code Enforcement	$ 78.00 ~~$ 75.00~~	$ 116.00 ~~$ 112.00~~
2	Permit Clerk	$ 67.00 ~~$ 65.00~~	$ 100.00 ~~$ 97.00~~
3	Planner	$ 137.00 ~~$ 133.00~~	$ 205.00 ~~$ 199.00~~
4	Monthly Acct. Manager meeting (1 hour/mo.)	$0	$0

** After Hours Rate to include any services provided outside regular hours (7 am - 5 pm Monday-Friday), weekends, and City holidays.*

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

FIRST AMENDMENT TO THE AGREEMENT (RFP 20-001) BETWEEN THE CITY OF TREASURE ISLAND AND JOE PAYNE, INC. D/B/A JPI

This First Amendment to the Agreement between the City of Treasure Island, Florida, and Joe Payne, Inc. pertaining to BUILDING DEPARTMENT SERVICES RFP 20-001 (the "First Amendment"), made and entered into on this ___ day of _____ 2022 ("Effective Date"), shall amend and supplement that certain Agreement entered into by and between Joe Payne, Inc., a private corporation, with its principal place of business located at 9629 Gretna Green Drive Tampa, FL 33626 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 120 108th Ave., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated May 18, 2021 (the "Agreement").

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

WHEREAS, Section 2. TERM of the original agreement established terms under which the parties would engage in an annual negotiation to collaboratively set contractual rates for each renewal period of the agreement; and

WHEREAS, the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect these negotiated rates, formalize a modification in the regular hours of the agreement;

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Definition of "Regular Hours". Exhibit A in the original agreement stipulated "Regular Hours" in relation to billable rates as work performed between 8am – 5pm, Monday – Friday. Due to changes in the City's Building Department activity, City staff and assigned JPI employees have often been starting work by 7am. The parties agree to modify the "Regular Hours" billing period to be between 7am – 5pm, Monday – Friday; the "After Hours" billing period will include any pre-approved work performed by the Contractor outside of Regular Hours, and on weekends and City holidays.

3. Exclusivity of Treasure Island Work Assignments. While the City recognizes that Contractor employees may also be assigned work in and for surrounding cities and counties, the City desires to clarify what work can be performed by the Contractor while using City facilities. The Parties agree that employees of the Contractor shall only work on activities directly related to permits, projects, or other work assignments within the municipal limits of the City of Treasure Island while working in a City facility.

4. Rates. Per Sec. 2 of the original agreement, the Parties have negotiated renewal rates for the second year of the agreement. These updated rates and an additional add-on service are detailed in the revised Exhibit A attached.

5. Effect of Amendment. This First Amendment shall be effective on June 16, 2022. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this First Amendment shall remain unchanged and in full force and effect. To the extent that this First Amendment conflicts with the Agreement, the provisions of the First Amendment shall govern.

6. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this First Amendment, that the governing or managing body of each of the Parties has approved this First Amendment, and that the governing or managing body of each of the Parties has authorized execution of this First Amendment in the manner set forth below.

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

As To
CONTRACTOR

Joe Payne Inc. dba JPI
(name of corporation or business)

BY: Joseph Payne
(title of authorized corporate officer or individual)

Joseph Payne
Signature

Joseph Payne
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

RFP 20 - 001 | First Amendment
Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: Joe Payne, Inc d/b/a JPI

Year: **3** **2022/2023** Eff Date: 6/16/2022

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: − Building Department Administration − Residential and Commercial Inspection (all Trades) − Residential and Commercial Plan Review (all Trades) − Floodplain Management	$ 168.00 ~~$ 165.00~~	$ 168.00 ~~$ 165.00~~
B	Building Inspection	$ 82.00 ~~$ 80.00~~	$ 90.00 ~~$ 92.00~~
C	Plan Examination	$ 82.00 ~~$ 80.00~~	$ 92.00 ~~$ 90.00~~
*Services to be provided on an as-needed basis (in a support capacity only)***			
1	Code Enforcement	$ 71.00 ~~$ 70.00~~	$ 92.00 ~~$ 90.00~~
2	Permit Clerk	$ 51.00 ~~$ 50.00~~	$ 61.00 ~~$ 60.00~~
3	Planner	$ 92.00 ~~$ 90.00~~	$ 122.00 ~~$ 120.00~~

** After Hours Rate to include any services provided outside regular hours (~~8 am~~ 7 am -5 pm Monday-Friday), weekends, and City holidays.*

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

SECOND AMENDMENT TO THE AGREEMENT (RFP 20-001) BETWEEN THE CITY OF TREASURE ISLAND AND M.T. CAUSLEY, LLC – A SAFEBUILT COMPANY

This Second Amendment to the Agreement between the City of Treasure Island, Florida, and M.T. Causley, LLC pertaining to BUILDING DEPARTMENT SERVICES RFP 20-001 (the "Second Amendment"), made and entered into on this ___ day of _____ 2022 ("Effective Date"), shall amend and supplement that certain Agreement entered into by and between M.T. Causley, LLC, a private corporation, with its principal place of business located at 866 Ponce de Leon Blvd, 2nd Floor, Coral Gables, FL 33134 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 120 108th Ave., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated June 16, 2020 (the "Agreement").

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

WHEREAS, Section 2. TERM of the original agreement established terms under which the parties would engage in an annual negotiation to collaboratively set contractual rates for each renewal period of the agreement; and

WHEREAS, the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect these negotiated rates;

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

3. Rates. Per Sec. 2 of the original agreement, the Parties have negotiated renewal rates for the third year of the agreement. These updated rates and an additional add-on service are detailed in the revised Exhibit A attached.

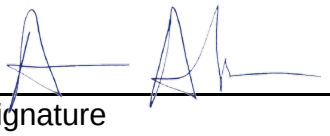
4. Effect of Amendment. This Second Amendment shall be effective on June 16, 2022. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this Second Amendment shall remain unchanged and in full force and effect. To the extent that this Second Amendment conflicts with the Agreement, the provisions of the Second Amendment shall govern.

5. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this Second Amendment, that the governing or managing body of each of the Parties has approved this Second Amendment, and that the governing or managing body of each of the Parties has authorized execution of this Second Amendment in the manner set forth below.

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

As To
CONTRACTOR
M.T. Causley, LLC
(name of corporation or business)

BY: Chief Financial Officer
(title of authorized corporate officer or individual)



Signature

Avner Alkhas

Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

RFP 20 - 001 | Second Amendment
Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: M.T. Causley, LLC, a SafeBuilt Company

Year: 3 2022/2023 Eff Date: 6/16/2022

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: − Building Department Administration − Residential and Commercial Inspection (all Trades) − Residential and Commercial Plan Review (all Trades) − Floodplain Management	$ 103.00 ~~$ 101.00~~	$ 154.00 ~~$ 151.50~~
B	Building Inspection	$ 87.00 ~~$ 85.85~~	$ 131.00 ~~$ 127.50~~
C	Plan Examination	$ 87.00 ~~$ 85.85~~	$ 131.00 ~~$ 127.50~~
*Services to be provided on an as-needed basis (in a support capacity only)***			
1	Code Enforcement	$ 72.00 ~~$ 70.70~~	$ 108.00 ~~$ 106.05~~
2	Permit Clerk	$ 62.00 ~~$ 60.60~~	$ 93.00 ~~$ 90.90~~
3	Planner	$ 128.00 ~~$ 126.25~~	$ 192.00 ~~$ 189.38~~
4	Monthly Acct. Manager meeting (1 hour/mo.)	$0	$0

** After Hours Rate to include any services provided outside regular hours (7 am - 5 pm Monday-Friday), weekends, and City holidays.*

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

SECOND AMENDMENT TO THE AGREEMENT (RFP 20-001) BETWEEN THE CITY OF TREASURE ISLAND AND JOE PAYNE, INC. D/B/A JPI

This Second Amendment to the Agreement between the City of Treasure Island, Florida, and Joe Payne, Inc. pertaining to BUILDING DEPARTMENT SERVICES RFP 20-001 (the "Second Amendment"), made and entered into on this ___ day of _____ 2023, shall amend and supplement that certain Agreement entered into by and between Joe Payne, Inc., a private corporation, with its principal place of business located at 9629 Gretna Green Drive Tampa, FL 33626 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 120 108th Ave., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated May 18, 2021 (the "Agreement").

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

WHEREAS, Section 2. TERM of the original agreement established terms under which the parties would engage in an annual negotiation to collaboratively set contractual rates for each renewal period of the agreement; and

WHEREAS, the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect these negotiated rates, formalize a modification in the regular hours of the agreement;

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Rates. Per Sec. 2 of the original agreement, the Parties have negotiated renewal rates for the fourth year of the agreement. These updated rates and an additional add-on service are detailed in the revised Exhibit A attached.

3. Effect of Amendment. This Second Amendment shall be effective on June 16, 2023. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this Second Amendment shall remain unchanged and in full force and effect. To the extent that this Second Amendment conflicts with the Agreement, the provisions of the Second Amendment shall govern.

4. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this Second Amendment, that the governing or managing body of each of the Parties has approved this Second Amendment, and that the governing or managing body of each of the Parties has authorized execution of this Second Amendment in the manner set forth below.

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

As To
CONTRACTOR

JPI
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

Joseph Payne
Signature

Joseph Payne
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

RFP 20 - 001 | Second Amendment
Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: Joe Payne, Inc d/b/a JPI

Year:	4	2023/2024	Eff Date:	6/16/2023

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: − Building Department Administration − Residential and Commercial Inspection (all Trades) − Residential and Commercial Plan Review (all Trades) − Floodplain Management	$ 168.00 ~~$ 165.00~~	$ 168.00 ~~$ 165.00~~
B	Building Inspection	$ 85.00 ~~$ 82.00~~	$ 96.00 ~~$ 92.00~~
C	Plan Examination	$ 85.00 ~~$ 82.00~~	$ 96.00 ~~$ 92.00~~
*Services to be provided on an as-needed basis (in a support capacity only)***			
1	Code Enforcement	$ 74.00 ~~$ 71.00~~	$ 96.00 ~~$ 92.00~~
2	Permit Clerk	$ 53.00 ~~$ 51.00~~	$ 64.00 ~~$ 61.00~~
3	Planner	$ 96.00 ~~$ 92.00~~	$ 127.00 ~~$ 122.00~~

** After Hours Rate to include any services provided outside regular hours (~~8 am~~ 7 am -5 pm Monday-Friday), weekends, and City holidays.*

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

THIRD AMENDMENT TO THE AGREEMENT (RFP 20-001) BETWEEN THE CITY OF TREASURE ISLAND AND M.T. CAUSLEY, LLC – A SAFEBUILT COMPANY

This Third Amendment to the Agreement between the City of Treasure Island, Florida, and M.T. Causley, LLC pertaining to BUILDING DEPARTMENT SERVICES RFP 20-001 (the "Third Amendment"), made and entered into on this ____ day of _____2023, shall amend and supplement that certain Agreement entered into by and between M.T. Causley, LLC, a private corporation, with its principal place of business located at 10720 Caribbean Blvd, Suite 650, Cutler Bay, FL 33189 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 120 108th Ave., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated June 16, 2020 (the "Agreement").

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

WHEREAS, Section 2. TERM of the original agreement established terms under which the parties would engage in an annual negotiation to collaboratively set contractual rates for each renewal period of the agreement; and

WHEREAS, the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect these negotiated rates;

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

3. Rates. Per Sec. 2 of the original agreement, the Parties have negotiated renewal rates for the fourth year of the agreement. These updated rates and an additional add-on service are detailed in the revised Exhibit A attached.

4. Effect of Amendment. This Third Amendment shall be effective on June 16, 2023. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this Third Amendment shall remain unchanged and in full force and effect. To the extent that this Third Amendment conflicts with the Agreement, the provisions of the Third Amendment shall govern.

5. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this Third Amendment, that the governing or managing body of each of the Parties has approved this Third Amendment, and that the governing or managing body of each of the Parties has authorized execution of this Third Amendment in the manner set forth below.

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

As To
CONTRACTOR

M.T. Causley, LLC
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

Matthew K. Causley Digitally signed by Matthew K. Causley
Date: 2023.03.30 22:17:37 -04'00'
Signature

Matthew K. Causley
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

RFP 20 - 001 | Third Amendment
Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: M.T. Causley, LLC, a SafeBuilt Company

Year: **4** **2023/2024** Eff Date: 6/16/2023

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: − Building Department Administration − Residential and Commercial Inspection (all Trades) − Residential and Commercial Plan Review (all Trades) − Floodplain Management	$ 107.00 ~~$ 103.00~~	$ 160.00 ~~$ 154.50~~
B	Building Inspection	$ 90.00 ~~$ 87.00~~	$ 136.00 ~~$ 131.00~~
C	Plan Examination	$ 90.00 ~~$ 87.00~~	$ 136.00 ~~$ 131.00~~
*Services to be provided on an as-needed basis (in a support capacity only)***			
1	Code Enforcement	$ 75.00 ~~$ 72.00~~	$ 112.00 ~~$ 108.00~~
2	Permit Clerk	$ 65.00 ~~$ 62.00~~	$ 97.00 ~~$ 93.00~~
3	Planner	$ 133.00 ~~$ 128.00~~	$ 199.00 ~~$ 192.00~~
4	Monthly Acct. Manager meeting (1 hour/mo.)	$0	$0

** After Hours Rate to include any services provided outside regular hours (7 am - 5 pm Monday-Friday), weekends, and City holidays.*

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND Joe Payne, Inc. dba JPI
PERTAINING TO
BUILDING DEPARTMENT SERVICES
RFP 20-001

This CONTRACT is made and entered into on the 18th day of May, 2021 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("**CITY**"), and JPI, FEIN 800640420, ("**CONTRACTOR**"), collectively (the "**PARTIES**") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive response for **BUILDING DEPARTMENT SERVICES RFP 20-001** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **BUILDING DEPARTMENT SERVICES RFP 20-001** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK.

The Scope of Work/Services is specially identified in RFP 20-001.

SECTION 2. TERM.

The initial term of the contract will extend from the effective date for five (5) years with two (2) one-year optional renewals by mutual agreement. Each renewal during the initial term and subsequent optional renewals will be subject to annual negotiation and joint acceptance of updated rates and expenses prior to renewal. Such renewals should not increase on a percentage basis more than the 12 most recent months' average of the non-preliminary BLS Producer Price Index for Industry Code 5413 (Architectural, engineering, and related services), plus one full percentage point. The Parties agree to commence the annual negotiation process at least ten weeks prior to the anniversary of the effective date.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR include, but are not limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice

required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The PARTIES acknowledge that there is no guarantee of work under this contract, and the CITY's utilization of pricing under this contract is subject to annual appropriations and signage needs within the CITY's municipal limits.

b. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Bid submittal. The CONTRACTOR agrees to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Bid. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

c. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

d. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product

completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments will be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. INDEPENDENT CONTRACTOR.

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions, Insurance Requirements, of RFP 20-001, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY upon request prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all applicable policies.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys' fees and experts' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of

any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22. NOTICE.

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company:	Joe Payne, Inc. dba JPI
Attention:	Joe Payne, PE MBA
Address:	9629 Gretna Green Drive
Phone:	8137311501
Fax:	18133156298
Email:	joepayneinc@gmail.com

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposals Documents for RFP No. 20-001.
2. Bid submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. MISCELLANEOUS.

i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**

ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.

v. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.

vi. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this

CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

xi. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

xii. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term 'including' is not limiting.

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

xiv. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR

JPI
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

Signature

Joseph Payne
Printed Name

As To
CITY OF TREASURE ISLAND

DEPUTY
ATTEST | City Clerk:

Signature

Mayor:

Signature

CITY OF TREASURE ISLAND * FLORIDA
SEAL
INCORPORATED
1955

RFP 20-001
Exhibit A - Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: Joe Payne, Inc. dba JPI

Year: 1 2020/2021

Item #	Position/Title/Service	Regular Hourly Rate	After Hours Rate*
A	Building Code Administrator	$ 165.00	$ 165.00
B	Building Inspector	$ 80.00	$ 90.00
C	Plans Examiner	$ 80.00	$ 90.00
	Services to be provided on an as-needed basis (in a support capacity only)**		
1	Code Enforcement Officer	$ 70.00	$ 90.00
2	Permit Clerk	$ 50.00	$ 60.00
3	Planner	$ 90.00	$ 120.00
4			
5			
6			
7			

** After Hours Rate to include any services provided outside regular hours (8 am-5 pm Monday-Friday), weekends, and City holidays.*

*** Please add or edit the positions as necessary to represent your firm's titles for the indicated work, respectively.*

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

*1-#: These are positions/functions that **may** be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.*

FIRST AMENDMENT TO THE AGREEMENT (RFP 20-001)
BETWEEN THE CITY OF TREASURE ISLAND AND
M.T. CAUSLEY, LLC – A SAFEBUILT COMPANY

This First Amendment to the Agreement between the City of Treasure Island, Florida, and M.T. Causley, LLC pertaining to BUILDING DEPARTMENT SERVICES RFP 20-001 (the "First Amendment"), made and entered into on this 18th day of MAY _____ 2021, shall amend and supplement that certain Agreement entered into by and between M.T. Causley, LLC, a private corporation, with its principal place of business located at 866 Ponce de Leon Blvd, 2nd Floor, Coral Gables, FL 33134 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 120 108th Ave., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated June 16, 2020 (the "Agreement").

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

WHEREAS, Section 2. TERM of the Agreement established terms under which the parties would engage in an annual negotiation to collaboratively set contractual rates for each renewal period of the agreement; and

WHEREAS, the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect these negotiated rates, modify the regular hours of the agreement, formalize the monthly invoicing requirements, and clarify work responsibilities;

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Definition of "Regular Hours". Exhibit A of the Agreement stipulated "Regular Hours" in relation to billable rates as work performed between 8am – 5pm, Monday – Friday. The Parties agree to modify the "Regular Hours" to be between 7am – 5pm, Monday – Friday; the "After Hours" billing period will include any pre-approved work performed by the Contractor outside of Regular Hours, and on weekends and City holidays. This modification of "Regular Hours" shall be reflected in Revised Exhibit A, which is attached to and incorporated herein this First Amendment, and shall govern as of the Effective Date.

3. Monthly Invoicing. Section 5 of the Agreement specifies compensation. The Parties agree to amend Section 5 to include that the "Contractor shall provide detailed information supporting the itemized charges, including but not limited to, hours billed for each invoice submitted for payment."

4. Exclusivity of Treasure Island Work Assignments. Section 3 of the Agreement specifies the obligations of the contractor. The parties agree to amend Section 3 to include that "The Contractor shall only work on activities directly related to City permits, City projects, or other City work assignments while working in a City facility."

5. Rates. Pursuant to Section 2 of the Agreement, the Parties have negotiated renewal rates for the second year of the Agreement. As of the Effective Date, the Parties agree that Exhibit A of the Agreement shall no longer be in effect and that the updated rates and additional add-on services detailed in the Revised Exhibit A, which is attached to and incorporated herein this First Amendment, shall govern.

6. Effect of Amendment. This First Amendment shall be effective on June 16, 2021 ("Effective Date"). All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this First Amendment shall remain unchanged and in full force and effect. To the extent that this First Amendment conflicts with the Agreement, the provisions of the First Amendment shall govern.

7. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this First Amendment, that the governing or managing body of each of the Parties has approved this First Amendment, and that the governing or managing body of each of the Parties has authorized execution of this First Amendment in the manner set forth below.

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment as of the first date written above

As To
CONTRACTOR

M. T. Causley, LLC – A SAFEbuilt Company
(name of corporation or business)

BY ITS: President
(title of authorized corporate officer or individual)

Signature

Michael T. Causley
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

~~Ruth Nickerson~~ Celine Kidwell
Deputy City Clerk

CITY OF TREASURE ISLAND * FLORIDA
SEAL
INCORPORATED

Mayor:

Tyler Payne

RFP 20 - 001 | First Amendment
REVISED Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: M.T. Causley, LLC, a SafeBuilt Company

Year: 2 2021/2022 Eff Date: 6/16/2021

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: - Building Department Administration - Residential and Commercial Inspection (all Trades) - Residential and Commercial Plan Review (all Trades) - Floodplain Management	$ 101.00 ~~$ 100.00~~	$ 151.50 ~~$ 150.00~~
B	Building Inspection	$ 85.85 ~~$ 85.00~~	$ 128.78 ~~$ 127.50~~
C	Plan Examination	$ 85.85 ~~$ 85.00~~	$ 128.78 ~~$ 127.50~~
	*Services to be provided on an as-needed basis (in a support capacity only)***		
1	Code Enforcement	$ 70.70 ~~$ 70.00~~	$ 106.05 ~~$ 105.00~~
2	Permit Clerk	$ 60.60 ~~$ 60.00~~	$ 90.90 ~~$ 90.00~~
3	Planner	$ 126.25 ~~$ 125.00~~	$ 189.38 ~~$ 187.50~~
4	Monthly Acct. Manager meeting (1 hour/mo.)	$0	$0

** After Hours Rate to include any services provided outside regular hours (~~8 am~~ 7 am -5 pm Monday-Friday), weekends, and City holidays.*

*** Please add or edit the positions as necessary to represent your firm's titles for the indicated work, respectively.*

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND M.T. Causley, LLC - A SAFEbuilt Company
PERTAINING TO
BUILDING DEPARTMENT SERVICES
RFP 20-001

This CONTRACT is made and entered into on the _____ day of _____, 20___ ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 (**"CITY"**), and M.T. Causley, LLC - a SAFEbuilt Company, FEIN 65-027808, ("**CONTRACTOR**"), collectively (the "**PARTIES**") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive response for **BUILDING DEPARTMENT SERVICES RFP 20-001** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **BUILDING DEPARTMENT SERVICES RFP 20-001** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK.

The Scope of Work/Services is specially identified in RFP 20-001.

SECTION 2. TERM.

The initial term of the contract will extend from the effective date for five (5) years with two (2) one-year optional renewals by mutual agreement. Each renewal during the initial term and subsequent optional renewals will be subject to annual negotiation and joint acceptance of updated rates and expenses prior to renewal. Such renewals should not increase on a percentage basis more than the 12 most recent months' average of the non-preliminary BLS Producer Price Index for Industry Code 5413 (Architectural, engineering, and related services), plus one full percentage point. The Parties agree to commence the annual negotiation process at least ten weeks prior to the anniversary of the effective date.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR include, but are not limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice

required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The PARTIES acknowledge that there is no guarantee of work under this contract, and the CITY's utilization of pricing under this contract is subject to annual appropriations and signage needs within the CITY's municipal limits.

b. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Bid submittal. The CONTRACTOR agrees to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Bid. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

c. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

d. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product

completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments will be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. INDEPENDENT CONTRACTOR.

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions, Insurance Requirements, of RFP 20-001, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY upon request prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all applicable policies.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys' fees and experts' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of

any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22. NOTICE.

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company: M.T. Causley, LLC - A SAFEbuilt Company
Attention: Michael T. Causley
Address: 866 Ponce de Leon Blvd, 2nd Flr, Coral Gables, FL 33134
Phone: 305.262.0628 x 28
Fax: N/A
Email: MTC@mtcinspectors.com

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposals Documents for RFP No. 20-001.
2. Bid submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. MISCELLANEOUS.

i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**

ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.

v. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.

vi. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY’S internal purposes only, and any and all terms, provisions, and conditions contained in this

CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

xi. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

xii. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term ‘including’ is not limiting.

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

xiv. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

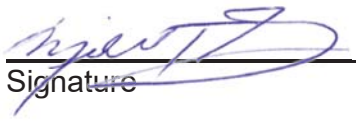
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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR

M.T. Causley, LLC - A SAFEbuilt Company
(name of corporation or business)

BY: Michael T. Causley
(title of authorized corporate officer or individual)



Signature

Michael T. Causley
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

Mayor:

Signature

RFP 20-001
Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: M.T. Causley, LLC

Year:	1	2020/2021

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: − Building Department Administration − Residential and Commercial Inspection (all Trades) − Residential and Commercial Plan Review (all Trades) − Floodplain Management	$100.00	$150.00
B	Building Inspection	$85.00	$127.50
C	Plan Examination	$85.00	$127.50
	Services to be provided on an as-needed basis (in a support capacity only)**		
1	Code Enforcement	$70.00	$105.00
2	Permit Clerk	$60.00	$90.00
3	Planner	$125.00	$187.50
4			
5			
6			
7			

** After Hours Rate to include any services provided outside regular hours (8 am-5 pm Monday-Friday), weekends, and City holidays.*

*** Please add or edit the positions as necessary to represent your firm's titles for the indicated work, respectively.*

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.