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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, August 23, 2016
6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Approval of minutes from the following City Commission Meetings: June 14, 2016 Regular; June 28, 2016 Regular; June 29, 2016 Executive; July 7, 2016 Special; July 12, 2016 Regular; July 26, 2016 Special and Regular.**
 - b. **City Commission Meeting Calendar - 2016**

- c. Authorization to hang banners over 75th Avenue at Boca Ciega Drive for the October Concert Series held each Friday in October 2016.**
- d. Authorization to hang banners over 75th Avenue at Boca Ciega Drive for Corey Sunday Market opening weekend on October 2, 2016**
- e. Authorization for the City Manager to enter into an Interlocal Agreement with the Pinellas County Sheriff's Office to provide law enforcement services to the City of St. Pete Beach from October 1, 2016 thru September 30, 2017 in the amount of \$2,271,461.53**
- f. Authorize the City Manager to enter into a one year agreement for Fiscal Year 2016-2017 with PSTA for trolley and DART Services**
- g. Authorize the City Manager to sign a scope and fee proposal from Michael Baker Jr., Inc. in the amount of \$12,245 to provide additional engineering services for the Blind Pass Road Reconstruction Project.**
- h. Authorize the City Manager to approve a change order to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project in the amounts of \$7,123.73 for change order 9.**

5. Action Items

- a. Authorize the City Manager to enter into a Purchasing Agreement with Heyward Incorporated for \$24,750 to retrofit the existing odor control system at wastewater Pump Station #2.**
- b. Authorize the City Manager to execute a change order to the existing agreement with Wharton-Smith, Inc. for \$22,915.46 to modify the type of odor control system to be installed at wastewater Pump Station #3.**
- c. Conditional Use 2016-0031, authorization for a tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.**
- d. Conditional Use 2016-0032, authorization for a tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.**
- e. Conditional Use 2016-0033, authorization for a tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.**

- f. Conditional use approval for case number 2016-0034, an existing tiki hut with a variance to the maximum size of the hut and type of activity allowed in the hut and variances associated with the hut, on the beach adjacent to the Coral Reef at 5800 Gulf Boulevard.**
- g. Conditional use approval for case number 2016-0035, an existing tiki hut with a variance to the maximum size of the hut and type of activity allowed in the hut and variances associated with the hut, on the beach adjacent to the Coral Reef at 5800 Gulf Boulevard.**

6. Ordinances

- a. Ordinance 2016-14, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the general fund for fiscal year ending September 30, 2016; providing for funding; providing for an effective date.**

7. Resolutions – No items submitted at this time.

8. Items for Discussion – No items submitted at this time.

9. Audience Comments 2 - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

10. City Clerk, City Manager, City Attorney and City Commission Reports

11. Adjournment

APPEAL: If a person decides to appeal any decision made at this meeting, he/she will need a record of the proceeding and, for such purpose, will need to ensure that a verbatim recording of the meeting is made that includes the testimony and evidence on which to base the appeal. (Florida Statute 286.0105) The City does not furnish verbatim transcripts. Interested parties should make the necessary arrangements for verbatim transcripts.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act and Florida Statutes, Chapter 286.26, persons needing special accommodations to participate in a meeting should contact City Hall at (727) 367-2735 no later than four (4) days prior to the meeting for assistance.

**The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall.**

CITY COMMISSION MEETING

MINUTES

JUNE 14, 2016

6:00 P.M.

CALL TO ORDER

Mayor Lowe called the meeting to order at 6:05 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Maria Lowe, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Services Director
Elaine Edmunds, Administrative Services Director
Jim Kilpatrick, Fire Chief
Jennifer McMahon, Recreation Director

1. Presentations

- a. Presentation of the City of St. Pete Beach, Florida audit for the Fiscal Year ending September 30, 2015

Mr. Peter Schatzel, from the CPA firm of Wells, Houser & Schatzel, provided an overview of the annual financial report.

2. Changes to the Agenda

City Manager Saunders requested Item 4(e) be removed from the agenda and presented at a later date. Mr. Saunders also requested to table Item 5(c) until date certain of June 28, 2016; the applicant consented to the amendment.

3. Audience Comments

Bill Pyle, Sunset Way, commented on raking the beach westward of the Silver Sands Condominium buildings.

John Michael, Bay Street, offered his condolences to the victims of the Orlando shooting and recommended the City sponsor Red Cross training classes.

Paul Pfister, representing North Beach Civic Association, commented on the Library funding, BP Oil Spill monies, speeding on Gulf Boulevard and seawalls at the Coquina street-end.

Fran Trivison, Boca Ciega Isle Drive, discussed pedestrian crossing lights, emergency telephone messages, infrastructure and bed tax monies.

4. Consent

- a. Continuing Medical Education Agreement between the City of St. Pete Beach and the Pinellas County Emergency Medical Services Authority
- b. Authorization for street closures on Sundays from October 2, 2016 to May 28, 2017 of the 200 block to the east end of the 400 block of Corey Avenue for the Corey Area Business Association Sunday Market
- c. Authorization to approve special event application for the "Surfers for Autism" event to be held in Pass-A-Grille on July 9, 2016. The event would require street closures and alcohol on 9th Avenue and 10th Avenue between Gulf Way and Pass-A-Grille Way and Gulf Way from 11th Avenue to 8th Avenue
- d. Authorization for the City Manager to accept a proposal from Ennead LLC in the amount of \$12,600 for updating the FY 2016-17 Storm Water Non-Ad Valorem (NAV) Assessment Roll
- ~~e. Authorize the City Manager to approve a change order to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project in the amount of \$57,664.47 removed~~

City Manager Saunders reviewed the Consent agenda items and recommended approval as amended.

Commissioner Pletcher moved to approve the Consent Items (a), (b), (c) and (d) as presented. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Action Items

- a. Authorize the City Manager to enter into an agreement with Michael Baker International for \$229,295.00 to complete the design engineering for the Blind Pass Road reconstruction project

City Manager Saunders reviewed the additional services requested to complete the design engineering services for the reconstruction project.

Commissioner Finnerty moved to approve Item 5(a), to authorize the City Manager to enter into an amended agreement with Michael Baker International for \$229,295.00 to complete the design engineering for the Blind Pass Road Reconstruction Project. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Authorize the City Manager to enter into Purchasing Agreements with USA Services of Florida, Inc. for \$33,210.00 for City-wide street sweeping service

City Manager Saunders reported that transferring the services to an in-house service is under consideration by staff; consequently, the agreement covers a one-year period to allow sufficient time for the review.

Commissioner Finnerty moved to approve Item 5(b), to authorize the City Manager to enter into purchasing agreements with USA Services of Florida, Inc., for \$33,210 for City-wide street sweeping services. The motion was seconded by Vice Mayor Falkenstein.

Mayor Lowe called for audience comments.

John Michael, Bay Street, spoke in support of in-house services.

Hearing no further comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Conditional use approval for Case #2016-0031, an existing Tiki hut with a variance to the maximum size of the hut located on the beach, adjacent to the Tradewinds Island Grande Resort, 5600 Gulf Boulevard, pursuant to the City of St. Pete Beach Land Development Code

The applicant agreed to continue Item 5(c).

Commissioner Pletcher moved to continue Item 5(c), Conditional Use Approval for Case #2016-0031, to date certain of June 28, 2016. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

- d. Conditional use approval for Case # 2016-0032, an existing Tiki hut with a variance to the maximum size of the hut located on the beach adjacent to the Tradewinds Island Grand Resort, 5600 Gulf Boulevard, pursuant to the City of St. Pete Beach Land Development Code

Ex-parte communication was duly noted.

Community Development Director Bryla reviewed the conditional use application and variance application submitted by the Tradewinds Island Grand Resort property.

Keith Overton, President of Tradewinds Island Grand Resort, spoke in favor of continuing the conditional use permits until a date certain.

Commissioner Pletcher moved to reconsider Item 5(c), Conditional Use Approval for Case No. 2016-0031. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

Commissioner Pletcher moved to continue Item 5(c), Conditional Use Approval for Case No. 2016-0031, to date certain of August 23, 2016. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

Commissioner Finnerty moved to continue Item 5(d), Conditional Use Approval for Case No. 2016-0032, to date certain of August 23, 2016. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

- e. Conditional use approval for Case No. 2016-0033, an existing Tiki hut with a variance to the maximum size of the hut located on the beach adjacent to the Tradewinds Island Grand Resort, 5600 Gulf Boulevard, pursuant to the City of St. Pete Beach Land Development Code

Commissioner Pletcher moved to continue Item 5(e), Conditional Use Approval for Case No. 2016-0033, to date certain of August 23, 2016. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

6. Ordinances

- a. Final reading and Public hearing of Ordinance No. 2016-12, amending St. Pete Beach Code of Ordinances, Appendix A – Fees

City Manager Saunders reviewed the proposed ordinance that merges several fee schedules and updates certain descriptions of fees. Mr. Saunders requested the removal of the credit card convenience fee item and charge.

Commissioner Finnerty moved to approve Item 6(a), Ordinance 2016-12, upon final reading, an ordinance of the City of St. Pete Beach, Florida providing for amendments to Appendix A of the Code of Ordinances; amending, deleting and establishing fees and charges; providing for the repeal of ordinances or parts of ordinances in conflict herewith, providing for severability; and providing for an effective date, as amended eliminating the credit card fee. The motion was seconded by Vice Mayor Falkenstein.

Mayor Lowe called for audience comments.

John Michael, Bay Street, spoke in opposition to increased fees.

Hearing no further audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Ordinance 2016-11 enacting CPA 01-16, First Reading and Public Hearing, relating to amendments to the Transportation Element of the City of St. Pete Beach Comprehensive Plan

Ms. Bryla reviewed the proposed ordinance that enacts the Comprehensive Plan amendment in regard to multi-modal transportation.

Commissioner Friszolowski moved to approve Item 6(b), Ordinance 2016-11, upon first reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for an amendment to the Transportation Element of the Comprehensive Plan as outlined in “Exhibit A”; amending Goal 1; amending Policies 1.1.1, 1.1.2, 1.4.2, 1.4.3 and Policy 1.5.2; amending Objective 1.3 and 1.6; removing metrics in accordance with Florida Statutes; providing for the repeal of ordinances or parts of ordinances in conflict; providing for severability; and providing for an effective date. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

7. Resolutions

- a. Resolution 2016-07: A resolution for the City of St. Pete Beach relating to the permitting and regulation of weddings held on city beach areas; providing for specific rules and regulations; and providing for an application procedure

Vice Mayor Falkenstein requested the following be addressed in the proposed resolution: turtle nesting season regulations, including flash photography; consequences to not observing the rules listed in the resolution; and the amount and location of weddings on the beach.

It was the consensus of the Commission to address Item 7(a) at a later date when additional information is available.

- b. Resolution No. 2016-08 for maintenance of landscaping on SR699 (Blind Pass Road) between 82nd Avenue and Captiva Circle to be installed and reimbursed under the Highway Landscaping Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) with the Florida Department of Transportation (FDOT), which was executed on or about April 12, 2016

Mr. Saunders explained that the landscaping was previously approved by the City Commission and FDOT subsequently requested a formal approval by resolution.

Commissioner Finnerty moved to approve Item 7(b), Resolution No. 2016-08, for maintenance of landscaping on SR699 (Blind Pass Road) between 82nd Avenue and Captiva Circle to be installed and reimbursed under the Maintenance Memorandum of Agreement with the Florida Department of Transportation, which was executed on or about April 12, 2016. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

8. Items for Discussion

Vice Mayor Falkenstein requested to discuss sea rise levels.

Commissioner Friszolowski requested to discuss the Infiltration & Inflow Study and the overview of the 2012 sewer system study.

Commissioner Pletcher requested to discuss allowable encroachments.

9. Audience Comments 2

There were no audience comments.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following items:

- The Bic C Annual Breakfast Meeting is scheduled for Wednesday, June 29, 2016 at the Community Center
- The annual update on public records and Florida Sunshine Laws training for elected and appointed officials should be scheduled within the next several weeks

City Manager Saunders reported on the following items:

- Budget workshops are scheduled for July 21, 2016 and July 22, 2016
- A presentation by Pinellas County representatives in regard to the Upham Beach jetty is scheduled for the next City Commission meeting

City Attorney Dickman reported on the following item:

- Provided an update on the Chmielewski lawsuit

Commissioner Finnerty reported on the following items:

- A successful Memorial Day celebration
- The Beach Theatre marquee has been removed
- Mastery's Brewery will open soon

Vice Mayor Falkenstein reported on the following items:

- The overflow report from Tropical Storm Colin
- The new Upham Beach Neighborhood Watch Program

Commissioner Friszolowski reported on the following items:

- The Belle Vista neighborhood will restart their Neighborhood Watch program and installing the corresponding signs
- Florida League of Cities annual conference

Commissioner Pletcher reported on the following items:

- A gas main break along the Pass-A-Grille Way reconstruction project
- Held a successful meeting with the residents of Pass-A-Grille

Mayor Lowe reported on the following item:

- An anticipated date to step down from the position of Mayor

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 11:15 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Maria Lowe, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

JUNE 28, 2016

6:00 P.M.

CALL TO ORDER

Mayor Lowe called the meeting to order at 6:05 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Maria Lowe, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Elaine Edmunds, Administrative Services Director
Mike Clarke, Public Services Director
Jim Kilpatrick, Fire Chief

Mayor Lowe announced that an executive session is scheduled to take place at 6:30 p.m. on Wednesday, June 29, 2016 to discuss a potential settlement in regard to the BP Oil case.

1. Presentations

- a. Presentation by Pinellas County on the Jetty Project

Mike Clarke, Public Services Director, and John Bishop, Pinellas County representative, provided an overview on the Jetty Project with an anticipated start date in late Fall.

2. Changes to the Agenda

City Manager requested the following changes:

- Remove Item 5(a) and return at a later date for consideration
- Continue Items 5(d) and (e) to date certain of August 23, 2016

City Attorney Dickman requested the following change:

- Table discussion on Item 12 to a special meeting scheduled for 6:00 p.m. on July 7, 2016

3. Audience Comments

Bruno Falkenstein, Pass-A-Grille Way, thanked Mayor Lowe for her service.

Bill Pyle, Pass-A-Grille Way, thanked Mayor Lowe for her service.

Deborah Schechner, Boca Ciega Isle Drive, thanked Mayor Lowe for her service.

Jennifer Webb, candidate for Florida House District 69 Representative, introduced herself as a candidate.

4. Consent

- a. Approval of minutes for the following City Commission meetings: April 12, 2016 regular meeting and April 22, 2016 special meeting
- b. Approval of Thomas Gonzalez of the firm Thompson, Sizemore, Gonzalez & Hearing for legal representation in matters involving employment and labor relations
- c. Sunstar CPR Training Site Agreement

City Manager Saunders presented the Consent items and recommended approval as presented.

Commissioner Pletcher moved to approve Consent Items (a), (b) and (c) as presented. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Action Items

- a. Adoption of Pay Plan for MAPS (Management, Administrative, Professional and Supervisory) and CWA employees

Item 5(a) was removed from the agenda for presentation at a later date.

- b. Authorization for the City Manager to enter into an agreement for Auditing Services

City Manager Saunders reported that two submittals were received in response to a Request for Qualifications for audit services. Mr. Saunders and Ms. Edmunds recommended selecting James Moore, CPA, to conduct the 2016 Audit.

Commissioner Finnerty moved to approve Item 5(b), to authorize the City Manager to enter into an agreement with James Moore, Certified Public Accountants, for auditing services for Fiscal Year 2016 with an option to renew for an additional two years based upon performance. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Authorize the City Manager to enter into Purchasing Agreements with Cribb Philbeck Weaver Group, Inc., (CPWG) for \$101,797 for renovations to the Warren Webster Building

Mr. Saunders reported that Requests for Proposals were advertised and three proposals were received to perform a pre-determined scope of demolition and renovation services.

Commissioner Pletcher moved to approve Item 5(c), to authorize the City Manager to enter into a purchasing agreement with Cribb Philbeck Weaver Group, Inc. (CPWG), for \$101,297 for renovations to the Warren Webster Building. The motion was seconded by Vice Mayor Falkenstein.

Commissioner Friszolowski questioned several bid results and City Manager Saunders provided a response.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

- d. Conditional use approval for Case No. 2016-0034, an existing Tiki hut with a variance to the maximum size of the hut and type of activity allowed in the hut and variances associated with the hut, on the beach adjacent to the Coral Reef at 5800 Gulf Boulevard

Item 5(d) was continued to date certain of August 23, 2016.

Commissioner Friszolowski moved to continue Item 5(d), Conditional Use for Case No. 2016-0034 to date certain of August 23, 2016. The motion was seconded by Commissioner Pletcher.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

- e. Conditional use approval for case number 2016-0035, an existing Tiki hut with a variance to the maximum size of the hut and type of activity allowed in the hut and variances associated with the hut, on the beach adjacent to the Coral Reef at 5800 Gulf Boulevard.

Item 5(e) was continued to date certain of August 23, 2016.

Commissioner Friszolowski moved to continue Item 5(e), Conditional Use approval for Case No. 2016-0035 to date certain of August 23, 2016. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

6. Ordinances

- a. Ordinance 2016-11 enacting CPA 01-16, Final Reading and Public Hearing, relating to amendments to the Transportation Element of the City of St. Pete Beach Comprehensive Plan.

Jennifer Bryla, Community Development Director, explained that Pinellas County removed language from their Comprehensive Plan that pertains to transportation concurrency and replaced it with multi-modal transportation language. The ordinance incorporates the strategies within our Comprehensive Plan that are compliant with the County's plan. Transit, pedestrian and vehicular traffic are included.

Commissioner Finnerty moved to approve Item 6(a), Ordinance 2016-11, upon final reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for an amendment to the Transportation Element of the Comprehensive Plan as outlined in "Exhibit A"; amending Goal 1; amending Policies 1.1.1, 1.1.2, 1.4.2, 1.4.3 and 1.5.2; amending Objective 1.3 and 1.6; removing metrics in accordance with Florida Statutes; providing for the repeal of ordinances or parts of ordinances in conflict; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Friszolowski.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

7. Resolutions

No resolutions were submitted.

8. Items for Discussion

Vice Mayor Falkenstein requested to discuss the CRA and TIFF at a later Commission meeting.

9. Audience Comments 2

An unidentified speaker commented on astrological events.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following items:

- The Big C Annual Breakfast Meeting will be held Wednesday, June 29, 2016 at 9:00 a.m. at the Community Center
- The Suncoast League of Cities Annual Planning Retreat is scheduled for Saturday, July 23, 2016 and will be hosted by the City of South Pasadena
- The annual public records and Florida Sunshine Laws training will be scheduled for 4:00 p.m. on Tuesday, August 9, 2016, in the Commission Chambers

City Manager Saunders reported on the following items:

- Pinellas County is soliciting funding requests in regard to the BP Oil settlement; suggestions include sewer improvements and rescue boat for the Fire Department
- The City of Treasure Island issued Requests for Proposals for fire services

City Attorney Dickman did not submit a report.

Commissioner Pletcher reported on the following items:

- Vina del Mar playground equipment
- Turtle Trackers will conduct a clean-up event on July 5th
- Code enforcement procedures
- Fireworks displays
- The Historical Museum bicycle contest on July 4th

Commissioner Finnerty reported on the following items:

- Correspondence from a member of the armed forces currently located in Afghanistan
- Lighting along Corey Avenue

Commissioner Friszolowski reported on the following item:

- Wished everyone a happy Fourth of July celebration

Vice Mayor Falkenstein reported on the following items:

- The last day to register to vote is 30 days prior to an election
- National Restaurant & Lodging Association will sponsor a “Dine Out for Orlando” on Thursday, June 30th
- SPBConnect and the City newsletter
- Eighteen turtle nests have been spotted on the beach and 35 nests have been located on Shell Island

11. Recognition of Mayor Lowe’s service to the City of St. Pete Beach

Each commissioner expressed their appreciation to Mayor Lowe for her service.

Mayor Lowe reviewed her 2.5 years as the Mayor and expressed her appreciation.

12. Review of Procedures for Filling Empty Commission Seat

It was the consensus of the Commission to table the discussion to the special meeting on July 7, 2016.

13. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 9:15 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Maria Lowe, Mayor

Minutes approved on: _____

**CITY COMMISSION MEETING – SPECIAL MEETING
(ATTORNEY – CLIENT EXECUTIVE SESSION)**

MINUTES

JUNE 29, 2016

6:30 P.M.

CALL TO ORDER

Mayor Lowe called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

PRESENT:

Maria Lowe, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk

1. Introduction

- A. St. Pete Beach v. BP Exploration & Production, Inc., et.al; Case No. 8:13-CV-01045-JDW-MAP (U.S. District Court, Middle District of Florida)

Mayor Lowe announced the commencement of an attorney-client executive session.

2. Adjourn to Attorney-Client Session

Mayor Lowe adjourned the meeting to an attorney-client session at 6:35 p.m.

3. Reconvene to Public Session

Mayor Lowe reconvened the meeting to a public session at 7:25 p.m.

4. Discussion and Possible Action of Settlement

- A. St. Pete Beach v. BP Exploration & Production, Inc., et.al; Case No. 8:13-CV-01045-JDW-MAP (U.S. District Court, Middle District of Florida)

Commissioner Pletcher moved to accept the BP settlement offer in the amount of \$1,600,000.00 and to authorize the Mayor, City Manager and City Attorney to execute any and all documents necessary and required to finalize the settlement including, but not limited to, the full and final release, binding authority and a resolution entitled, “A Resolution of the City of St. Pete Beach, Florida, accepting a full and final settlement of all claims against BP and others resulting from the Deep Water Horizon Oil Spill, authorizing the execution and delivery of a general release and other necessary documents, in providing an immediately effective date. The motion was seconded by Commissioner Finnerty.

City Attorney Dickman noted the resolution number is 2016-09.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:40 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Maria Lowe, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING - SPECIAL

MINUTES

JULY 7, 2016

6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:02 p.m. by Vice Mayor Falkenstein.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Andrew Dickman, City Attorney
Rebecca Haynes, City Clerk
Jennifer Bryla, Community Development Director
Elaine Edmunds, Administrative Services Director

1. Action Items

- A. Filling the Vacant Mayor-Commissioner Seat

Vice Mayor Falkenstein called for audience comments.

Bill Pyle, Sunset Way, commented on the selection of individual candidates and the various scenarios that may occur during the selection process.

City Attorney Dickman explained the vacancy regulations required by the City Charter and suggested that the earliest date to make a selection is July 26, 2016.

Upon an inquiry by Vice Mayor Falkenstein, there were no sitting commissioners seeking the interim mayor seat.

Commissioner Pletcher moved to select an interim mayor to serve until the March 2017 election. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

Commissioner Friszolowski moved to schedule a special meeting on July 26, 2016, to interview and select the interim mayor. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

Mr. Dickman requested the Commissioners determine the details of the interview process, including submittal of the letter of interest and a resume by noon on Friday, July 15, 2016, to the City Clerk's Office.

Commissioner Friszolowski moved to require candidates to submit documentation by 12:00 p.m., noon, on Friday, July 15, 2016, to the City Clerk's Office for consideration in the interim mayor-commissioner vacancy. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

Commissioner Friszolowski moved to require candidates to submit a cover letter and a resume or curriculum vitae (CV) that would identify the purpose they are seeking the position and list qualifications for the position. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

Commissioner Pletcher moved to conduct the candidate vote by a two-step process if four or more applications are received and a one-step process if three or fewer applications are received. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

Commissioner Pletcher moved to schedule the interview process as follows: allow three minutes for candidate introduction, ten minutes for questions and answers, and two minutes for candidate conclusion. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

It was the consensus of the Commission to schedule the special meeting for 4:00 p.m. on Tuesday, July 26, 2016, to interview the candidates for the interim mayor-commissioner vacancy.

2. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:05 p.m.

City Commission Meeting- Special

July 7, 2016

Page **3** of **3**

Attest:

Rebecca C. Haynes, City Clerk

Rick Falkenstein, Vice Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

JULY 12, 2016

6:00 P.M.

CALL TO ORDER

Vice Mayor Falkenstein called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Services Director
Elaine Edmunds, Administrative Services Director
Jennifer McMahon, Recreation Director
Ian Wade, Projects Manager

1. Presentations

- a. Sanitary Sewer System Capacity Study

Mike Clarke, Public Services Director, provided an overview of the sanitary sewer system history, the Inflow & Infiltration Study, the Capacity Study, system-wide conditions, maintenance activities, recommended Capital Improvement Projects and a recommended funding timeline.

2. Changes to the Agenda

Vice Mayor Falkenstein reported that Item 5(d) had been pulled from the agenda at the request of representatives from Pass-A-Grille Community Church.

Wayne Saunders, City Manager, requested to pull Items 5(a) and 5(c) to return at a later date.

3. Audience Comments

Lorraine Huhn, Blind Pass Road, reported that North Beach Civic Association presented their annual beautification awards to the Gibson residence and to the Anderson & Brodersen Law Firm.

4. Consent

- a. Approval of minutes from the following City Commission meetings: May 10, 2016 Regular; May 24, 2016 Regular; and June 14, 2016 Workshop.
- b. Ministerial Appointment of the Fifth Member to the Police Officers' Pension Board of Trustees
- c. Approve payment of \$12,512.50 to Seminole Septic, Inc., for the emergency pumping of sanitary sewer overflows at Gulf Winds Drive and 2nd Avenue due to Tropical Storm Colin
- d. Authorization to approve special event application and street closure for the 8th Annual VW Beach Bash scheduled for Sunday, October 2, 2016. Closures would be 9th Avenue and 10th Avenue from 10:00 p.m., October 1, 2016 to 6:00 p.m., October 2, 2016

City Manager Saunders reviewed the Consent Items and recommended approval.

Commissioner Pletcher moved to approve Consent Items 4(a), (b), (c) and (d) as presented. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Vice Mayor Falkenstein called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Action Items

- ~~a. Authorization to approve a special event application request for Beach Lounge and Liquors for July 23, 2015 and July 24, 2016~~

Item 5(a) was removed from the agenda.

- b. Approve a request from Pinellas County to facilitate favorable bidding for the Geotextile Tube removal and Rock Groin Construction – Upham Beach project by approving a six-day work week from 7:00 a.m. to 7:00 p.m.; allowing one-half hour of “quiet work” at the beginning and end of each day; authorizing the City Manager to approve work on Sunday by exception and approve rock delivery by road Monday thru Friday

Commissioner Finnerty moved to approve Item 5(b), approving a request from Pinellas county to facilitate favorable bidding for the Geotextile Tube removal and Rock Groin Construction – Upham Beach project by approving a six-day work week from 7:00 a.m. to 7:00 p.m.; allowing one-half hour of “quite time” at the beginning and end of each day; authorizing the City Manager to approve work on Sunday by exception and approve rock delivery by road Monday through Friday. The motion was seconded by Commissioner Friszolowski.

Hearing no audience comments, Vice Mayor Falkenstein called for the vote.

The motion was unanimously approved by an individual roll call vote.

- ~~c. Authorization approving a not to exceed \$300,000 task order contract with A-C-T Environmental & Infrastructure to clean sanitary sewer pipes throughout the City and further authorizing the City Manager to delegate approval of task orders to the Public Services Director~~

Item 5(c) was removed from the agenda.

- ~~d. Conditional Use case #2016-0026 – A parking lot at the Pass-A-Grille Community Church which is not intended for parishioners.~~

Item 5(d) was removed from the agenda.

6. Ordinances

There were no ordinances presented.

7. Resolutions

There were no resolutions presented.

8. Items for Discussion

Commissioner Finnerty requested future discussions in regard to short-term rentals, the nuisance ordinance and serving alcohol at hotel cabanas.

9. Audience Comments 2

There were no audience comments.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes did not submit a report.

City Manager Saunders reported on the following item:

- Phyllis Ruscella, Library Administrator, will retire at the end of July

City Attorney Dickman reported on the following item:

- The Oath of Office will be presented at the end of the July 26, 2016 meeting

Commissioner Finnerty reported on the following items:

- Captiva Cay mosquitos
- Egan Park curbs were painted yellow to identify them as fire lanes

Commissioner Friszolowski reported on the following items:

- Expressed appreciation to residents who have contacted him
- Belle Vista neighborhood will break from neighborhood meetings during the summer months
- Expressed appreciation to staff for the sanitary sewer report

Commissioner Pletcher reported on the following item:

- Gulf Beaches Historical Museum Fourth of July Bicycle Parade

Vice Mayor Falkenstein reported on the following item:

- Friday, July 15th, is the deadline to submit letters of interest for the mayor-commissioner vacancy

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 6:59 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Rick Falkenstein, Vice Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

JULY 26, 2016

6:00 P.M.

CALL TO ORDER

Vice Mayor Falkenstein called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Deborah Schechner, Mayor (took seat at 6:25 p.m.)
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Elaine Edmunds, Administrative Services Director
Jim Kilpatrick, Fire Chief
Jennifer McMahon, Recreation Director

1. Presentations

There were no presentations.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

There were no audience comments.

4. Consent

- a. Authorize the City Manager to sign the American Red Cross Licensed Training Provider Agreement
- b. Authorize the City Manager to enter into a one-year contract with CPWG to act as property maintenance contractor for the City's Code Enforcement Cases.
- c. Authorize the City Manager to sign an Amendment to the Agreement (one-year extension) with Athletic Turf Care Solutions in the amount of \$18,751.20 for city-wide Bermuda turf care.
- d. Authorize the City Manager to enter into a purchase agreement with Whitaker Contracting Corporation in the amount of \$17,774.25 for pavement rejuvenation as part of street rehabilitation for FY2016.

Wayne Saunders, City Manager, reviewed the consent items and recommended approval.

Commissioner Pletcher moved to approve Consent Items (a), (b), (c) and (d) as presented. The motion was seconded by Commissioner Friszolowski.

Hearing no audience comments, Vice Mayor Falkenstein called for the vote.

The vote was unanimously approved by an individual roll call vote.

5. Action Items

- a. Authorize the City Manager to approve three change orders to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project in the amounts of \$35,561.31, \$27,450.89, and \$21,103.16 for change orders 6, 7, and 8, respectively

Mr. Saunders reviewed the three change orders in regard to the potable water system, the stormwater infrastructure redesign, and the potable water line stop and offset.

Commissioner Finnerty moved to approve Item 5(a), to authorize the City Manager to approve three change orders to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project in the amounts of \$35,561.31, \$27,450.89 and \$21,103.16 for Change Orders No. 6, No. 7 and No. 8 respectively. The motion was seconded by Commissioner Pletcher.

Hearing no audience comments, Vice Mayor Falkenstein called for the vote.

The vote was unanimously approved by an individual roll call vote.

- b. Authorize the City Manager to issue a purchase order to Pinellas County Utilities in the amount of \$200,000 for replacement of reclaimed water service lines.

Mr. Clarke explained that the replacement of the plastic pipe originally installed is part of the on-going system-wide maintenance program that has occurred over the past ten years.

Commissioner Pletcher moved to approve Item 5(b), to authorize the City Manager to issue a purchase order to Pinellas County Utilities in the amount of \$200,000 for replacement of reclaimed water service lines. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Vice Mayor Falkenstein called for the vote.

The vote was unanimously approved by an individual roll call vote.

6. Ordinances

There were no ordinances.

7. Resolutions

- a. Resolution 2016-10, a Resolution of the City of St. Pete Beach, Pinellas County, Florida, establishing the tentative millage rate for Truth in Millage (TRIM) notices.

Following discussions during the budget workshops and by the Finance and Budget Review Committee, staff is recommending to maintain the current rate of 3.15 mills. This rate may not be increased, but it can be decreased when the City Commission adopts the final millage rate.

Commissioner Finnerty moved to approve Item 7(a), approving Resolution 2016-10, a resolution of the City of St. Pete Beach, Pinellas County, Florida, Establishing the tentative millage rate for the Truth In Millage (TRIM) notices. The motion was seconded by Commissioner Friszolowski.

The City Commission of the City of St. Pete Beach, Pinellas County, Florida, in a meeting held July 26, 2016, resolves as follows:

WHEREAS, a tentative budget has been prepared for the City as contemplated by Section 200.065(2) (a) 1, Fla. Stat.; and

WHEREAS, the City Commission wishes to comply with the requirements of s. 200.065(2) (a) 1, Fla. Stat.; and

WHEREAS, the proposed millage rate for the City of St. Pete Beach, as described in s. 200.065(2)(a)1, Fla. Stat. is computed to be a rate of 3.15 mills.

NOW THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, DOES RESOLVE:

The City Commission specifies a proposed millage rate as described in s. 200.065(2)(a)1, Fla. Stat.; of 3.15 mills and authorizes notification of the Pinellas County Property Appraiser of the proposed tentative millage rate of 3.15 for use in the Truth in Millage Notices.

Hearing no audience comments, Vice Mayor Falkenstein called for the vote.

The vote was unanimously approved by an individual roll call vote.

8. Installation of Interim Mayor – Oath of Office

Rebecca Haynes, City Clerk, presented the Oath of Office to Deborah Schechner prior to taking the seat of Mayor-Commissioner.

9. Items for Discussion

There were no items for discussion presented.

10. Audience Comments 2

There were no additional audience comments.

11. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following item:

- Welcomed Mayor Schechner to the dais

City Manager Saunders reported on the following items:

- Welcomed Mayor Schechner to the dais
- Duke Energy easement

City Attorney Dickman had no report.

Commissioner Pletcher reported on the following items:

- Congratulated Mayor Schechner

- Vina del Mar playground equipment

Commissioner Friszolowski reported on the following item:

- Condition of the boat ramp by the Don Cesar Hotel

Vice Mayor Falkenstein reported on the following items:

- Congratulated Mayor Schechner
- Installation of an additional trash can at 51st Avenue

Commissioner Finnerty reported on the following items:

- Congratulated Mayor Schechner
- Support Our Troops boxes have been moved to City Hall for storage and shipping

Mayor Schechner reported on the following item:

- Expressed her appreciation for selecting her as mayor

12. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:10 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING - SPECIAL

MINUTES

JULY 26, 2016

2:00 P.M.

CALL TO ORDER

Vice Mayor Falkenstein called the meeting to order at 2:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk

1. Interview Candidates for the Mayor-Commissioner Vacancy

Vice Mayor Falkenstein and City Attorney Dickman provided a brief overview of the interview and selection process allowing three minutes for candidate introduction, ten minutes for questions and answers, and two minutes for candidate closing statement.

The Commission interviewed the following persons for the Mayor-Commissioner vacancy:

- Mr. Deforrest Bailey
- Mr. John Childers
- Mr. John-Michael Fleig
- Ms. Colleen Horan
- Mr. Sean Hurley
- Mr. Al Johnson
- Mr. Fritz Kloepfel
- Mr. Austin Piazza
- Mr. Gregory Premer

- Ms. Deborah Schechner

2. **Selection of Interim Mayor-Commissioner**

Commissioners voted by individual ballot with the following results:

- **Ms. Deborah Schechner:** 2 (Commissioner Finnerty, Vice Mayor Falkenstein)
- **Mr. Gregory Premer:** 2 (Commissioner Friszolowski, Commissioner Pletcher)

Discussion ensued with each commissioner stating the reasoning for his/her candidate selection.

Commissioner Finnerty made a motion to appoint Ms. Deborah Schechner to serve as interim mayor for St. Pete Beach. The motion was seconded by Commissioner Pletcher.

Vice Mayor Falkenstein called for audience comments.

Steven Betz, Vina del Mar, spoke in support of the interview process.

Fran Trivison, Boca Ciega Isle Drive, spoke in support of her preferred candidate.

Harry Metz, Pass-A-Grille Way, spoke in support of his preferred candidate.

Hearing no further audience comments, Vice Mayor Falkenstein called for the vote.

The motion was passed by a 3-1 vote with Commissioner Finnerty, Commissioner Pletcher and Vice Mayor Falkenstein voting yes and Commissioner Friszolowski voting no.

3. **Adjournment**

There being no further business to come before the Commission, the meeting was adjourned at 5:30 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Rick Falkenstein, Vice Mayor

Minutes approved on: _____

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: 2016 City Commission Meeting Calendar

Date: August 23, 2016

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Thru: Wayne Saunders, City Manager

Summary of Issue: At the August 9, 2016 meeting, it was the consensus of the City Commission to change several meeting dates due to budget adoption regulations and upcoming holidays.

The proposed meeting dates are as follows:

Tuesday, September 06, 2016:	1 st budget public hearing
Tuesday, September 13, 2016:	Regular meeting
Tuesday, September 20, 2016:	2 nd budget public hearing and regular meeting moved from 9/27

Tuesday, October 11 and 25, 2016:	No change
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Tuesday, November 01, 2016:	Moved from 11/8 due to the Presidential Election
Tuesday, November 15, 2016:	Moved from 11/22 due to The Thanksgiving holiday

Tuesday, December 12, 2016:	Moved from 11/27 due to The Christmas holiday
Tuesday, December 13, 2016:	Regular meeting

Funding: N/A

Requested Motion: "I move to reschedule the City Commission meetings as listed above."

Attachments: N/A

**Reviewed by
City Manager:** WS

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorization to hang banners over 75th Avenue at Boca Ciega Drive for the October Concert Series held each Friday in October 2016.

Date: August 23, 2016

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The Recreation Department request permission to have banners erected over 75th announcing the October Concert Series. The City Commission must approve their request prior to receiving permission from FDOT to erect the banners. If approved, the banners will be installed on Monday, October 3 and removed on Monday, October 31, 2016.

Requested Motion: “I move to authorize the approval of the Application for Banner Installation over 75th Avenue.”

Attachments: FDOT banner application

**Reviewed by
City Manager** WS

**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY****FOR FDOT USE ONLY**

Permit No.:

APPLICANT INFORMATIONName of Applicant/Organization: City of St Pete Beach Recreation DepartmentAddress: 155 Corey Ave, St Pete Beach, FL 33706Telephone #: 727-363-9245 Fax #: 727-363-9246 E-Mail: rddirector@stpetebeach.orgContact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahonAddress (if different from above): N/A

Telephone #: _____ Fax #: _____ E-Mail: _____

Date of Request: 8/23/2016**LOCATION AND DISPLAY PERIOD**This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:Highway name & number: 75th Ave and Boca Ciega Dr (SR 693 Section 15110)From (south or west limits): 0.096 To (north or east limits): _____

Highway name & number: _____

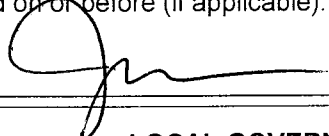
From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: 10/3/2016Banners will be removed on or before (if applicable): 10/31/16Signature of Applicant
or Contact Person: Date: 8/5/16**LOCAL GOVERNMENTAL ENTITY APPROVAL**Name of Local Governmental Entity: City of St Pete BeachName of signing official (please print): Wayne Saunders, City ManagerTelephone #: 727-363-9231 Fax #: 727-363-9249 E-Mail: wsaunders@stpetebeach.org

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY**

Engineer (or designee): _____	Date: _____
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**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY****APPLICATION FOR BANNER**

AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

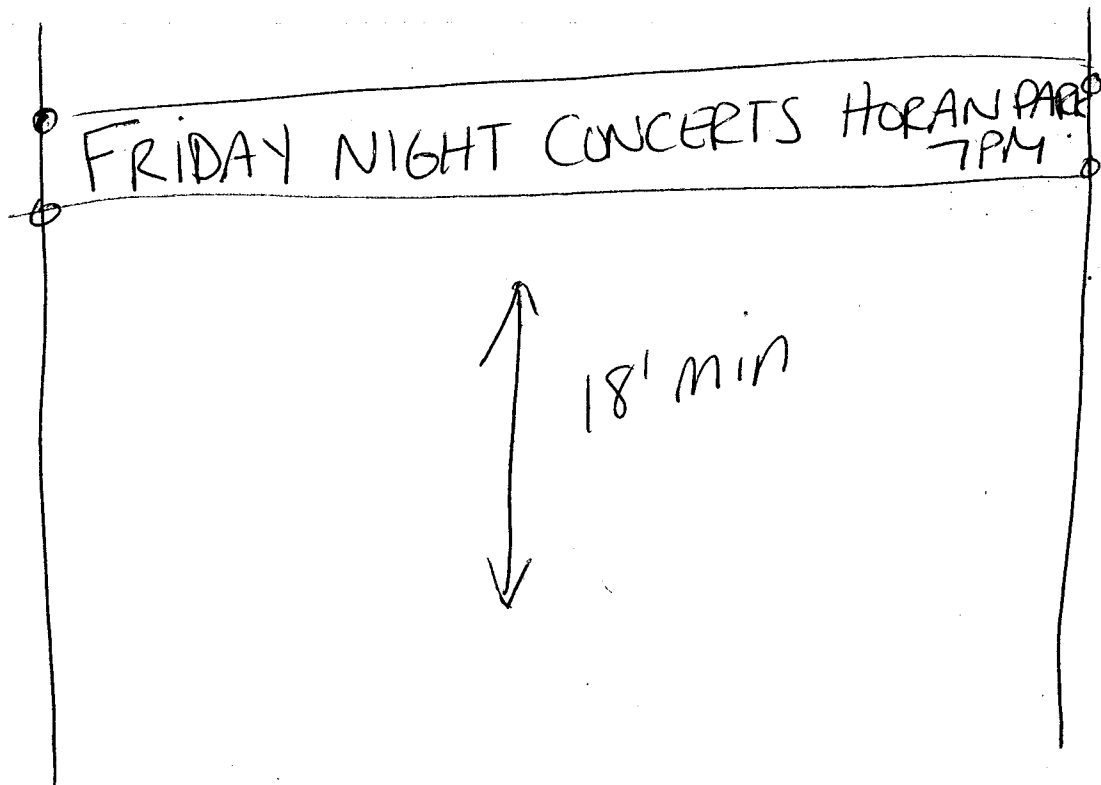
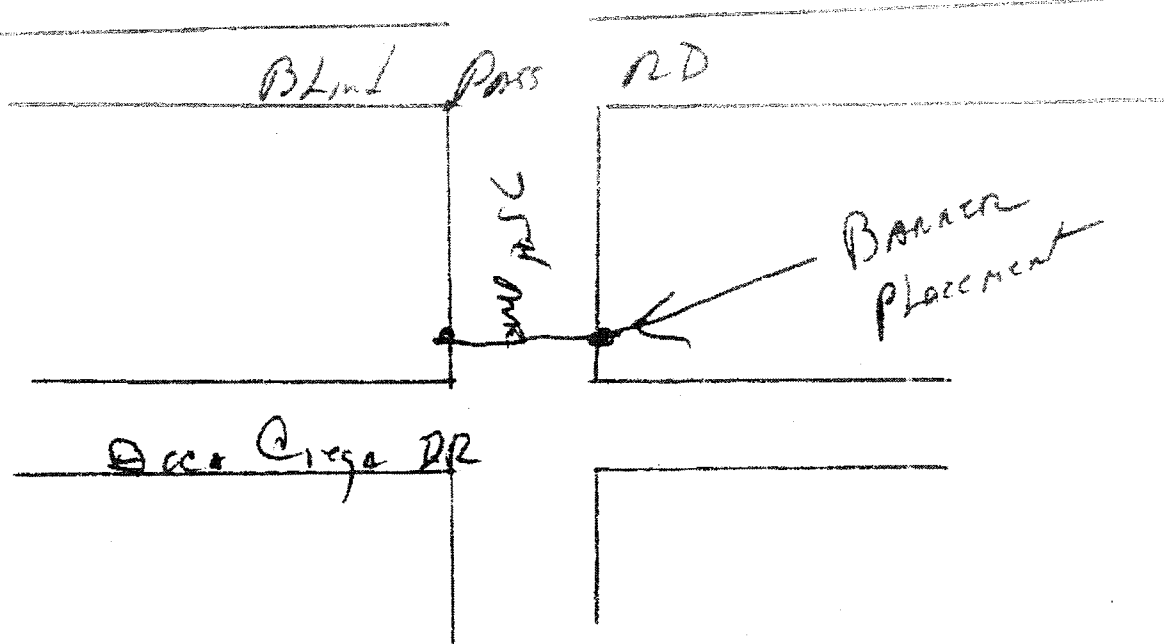
1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.

2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.

Banner Placement



**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorization to hang banners over 75th Avenue at Boca Ciega Drive for Corey Sunday Market opening weekend on October 2, 2016

Date: August 23, 2016

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The Recreation Department request permission to have banners erected over 75th announcing the opening of the Corey Sunday Market on October 2, 2016. The City Commission must approve their request prior to receiving permission from FDOT to erect the banners. If approved, the banners will be installed on Monday, September 26, 2016 and removed on Monday, October 3, 2016.

Requested Motion: “I move to authorize the approval of the Application for Banner Installation over 75th Avenue.”

Attachments: FDOT banner application

**Reviewed by
City Manager** *WS*

**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY****FOR FDOT USE ONLY**

Permit No.:

APPLICANT INFORMATIONName of Applicant/Organization: Corey Area Business AssociationAddress: PO Box 67393Telephone #: 727-360-2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.comContact person (This person will serve as the contact person for all questions concerning the banner application and placement): Yvonne MarcusAddress (if different from above): 355 Corey AveTelephone #: 360-2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.comDate of Request: 8-23-16**LOCATION AND DISPLAY PERIOD**This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of:Highway name & number: 75th Ave and Boca Ciega Dr (SR693)From (south or west limits): 0.096 To (north or east limits): _____

Highway name & number: _____

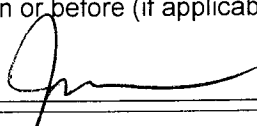
From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: 9/26/2016Banners will be removed on or before (if applicable): October 3, 2016Signature of Applicant
or Contact Person: Date: 8/15/16**LOCAL GOVERNMENTAL ENTITY APPROVAL**Name of Local Governmental Entity: City of St Pete BeachName of signing official (please print): Wayne Saunders, City Manager

Telephone #: _____ Fax #: _____ E-Mail: _____

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY**

Engineer (or designee): _____	Date: _____
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**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY****APPLICATION FOR BANNER**

AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

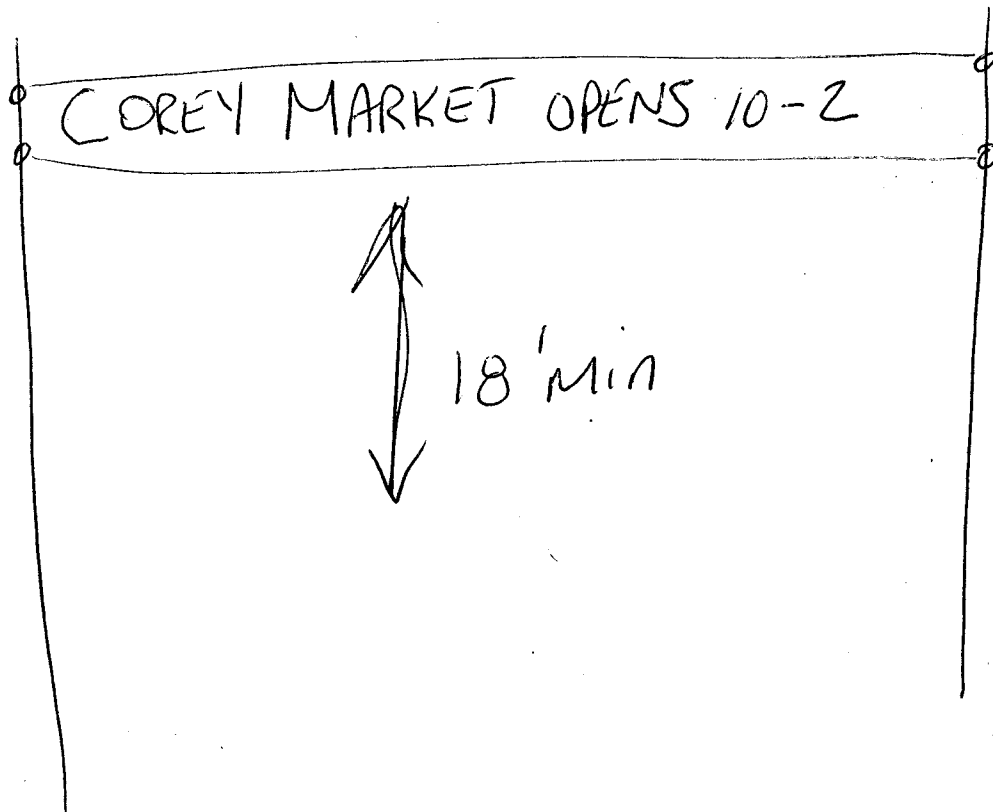
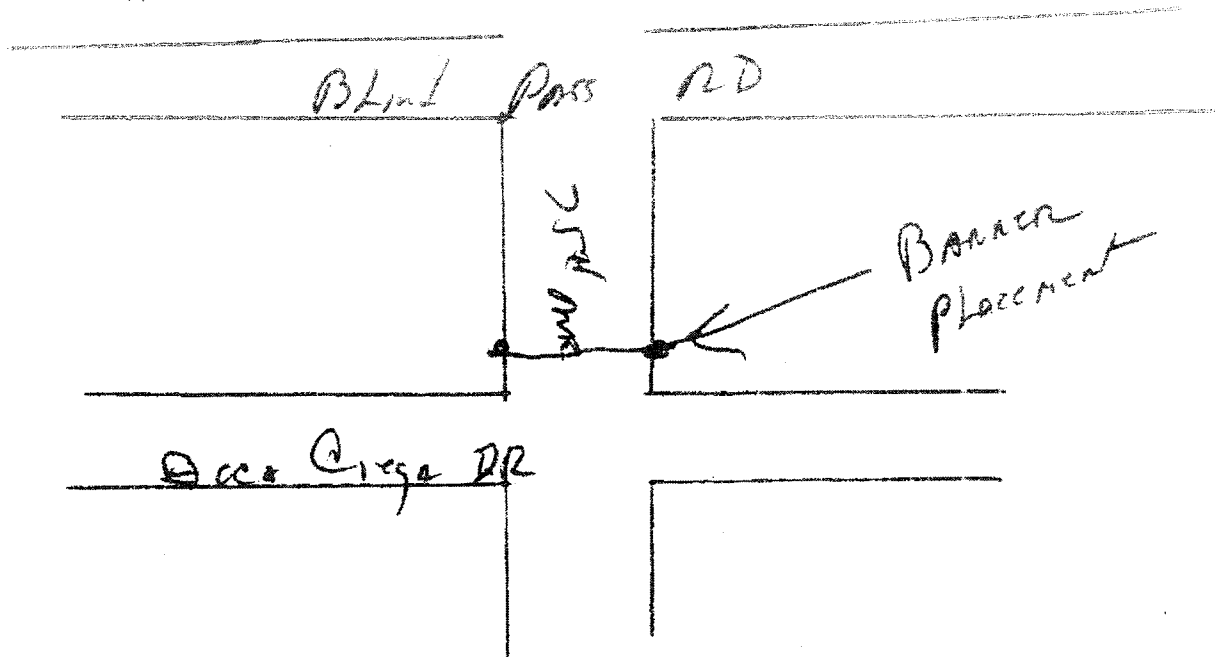
1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.

2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.

BANNER Placement



**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorization for the City Manager to enter into an Interlocal Agreement with the Pinellas County Sheriff's Office to provide law enforcement services to the City of St. Pete Beach from October 1, 2016 thru September 30, 2017 in the amount of \$2,271,461.53

Date: August 23, 2016

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds, Administrative Services Director

Summary of Issue: This is a request to authorize the City Manager to enter into an Interlocal Agreement with the Pinellas County Sheriff's Office to provide law enforcement services to the City of St. Pete Beach from October 1, 2016 thru September 30, 2017. The Sheriff's costs have increased 3.17%. The proposed contract in the amount of \$2,271,461.53 includes adding one additional school crossing guard @ \$9,198.49 and the elimination of the Code Enforcement Deputy @\$97,923.41.

Requested Motion: "I move the City Manager be authorized to enter into an Interlocal Agreement with the Pinellas County Sheriff's Office to provide law enforcement services to the City of St. Pete Beach from October 1, 2016 thru September 30, 2017 in the amount of \$2,271,461.53."

Attachments: Pinellas County Sheriff's Office / City of St. Pete Beach Interlocal Agreement
Contract Costs Worksheet

Reviewed By: WS
City Manager:

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY"; and BOB GUALTIERI, as Sheriff, Pinellas County, Florida, hereinafter referred to as "SHERIFF".

W I T N E S S E T H:

WHEREAS, the PARTIES enter into this AGREEMENT pursuant to the provisions of Sections 163.01, et seq., the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, the CITY is a municipality within the boundaries of Pinellas County, Florida, and wishes to provide municipal law enforcement services for that area of land within its municipal boundaries; and

WHEREAS, the CITY is desirous of providing a high level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the CITY has requested that the SHERIFF furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the CITY desires that the SHERIFF furnish law enforcement protection on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the CITY; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, the CITY desires to retain its ability to determine whether law enforcement services shall be provided by a City police department, by contract with another law enforcement agency or otherwise; and

WHEREAS, the SHERIFF is an independent constitutional officer of the State of Florida; and

WHEREAS, it is further the desire of the CITY that the full, complete and entire responsibility for law enforcement within the CITY be transferred to and be performed by the SHERIFF;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

1. That the recitations set forth above are incorporated herein by reference in their entirety.

2. **PURPOSE:** The purpose of this Agreement is to provide the citizens of the CITY with high quality law enforcement services by the Sheriff's Office. The parties agree that the CITY'S determination to provide law enforcement services by transfer of its law enforcement function to the SHERIFF is an exercise of the legislative planning function of the CITY and that at no time will the CITY exercise any specific operational control over the activities of any of the employees of the SHERIFF or shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of the Agreement.

3. **POWER OF THE CITY TO DIRECT SERVICES:** The SHERIFF shall confer with the Mayor and the City Commission and/or City Manager regarding law enforcement problems within the CITY and shall accept from the City Commission general policy direction on how law enforcement services are delivered and to what portion of the municipality a particular type or level of service shall be delivered to counteract law enforcement problems within the CITY. The SHERIFF shall comply with the request of the CITY regarding such matters unless such decisions will represent a danger to the deputies providing such service or to other members of the Sheriff's Office, will be violative of the law, good law enforcement practices, the rules and regulations of the Pinellas County Sheriff's Office, or detrimental to the citizens of the CITY or the County. In the event that such concern arises, the SHERIFF will meet and confer with the City Manager, Mayor and the City Commission, as is appropriate, on policy matters regarding the delivery of services and attempt to resolve any dispute or misunderstanding between them.

4. **NO PLEDGE OF AD VALOREM TAXES:** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF does not have the right to require or compel the exercise of ad valorem taxing power of the CITY or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement, and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY.

It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are completely paid for by the consideration paid by the CITY under the terms of this Agreement and are completely separate and in addition to any and all ad valorem taxes or any other revenues paid by or received on behalf of the citizens of the CITY to Pinellas County. In light thereof, the SHERIFF shall continue to have the obligation to provide normal services to the same degree that such services are provided to the rest of Pinellas County and the CITY is not to be charged extra for these normal services.

5. INDEPENDENT CONTRACTOR: The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor, provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn deputies.

6. SOVEREIGN IMMUNITY: The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that both parties enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes.

7. INDEMNIFICATION OF THE CITY: The SHERIFF will defend and pay any litigation or judgment against the CITY, its agents or employees, arising out of the acts or omissions of the SHERIFF, his deputy sheriffs, or other members of the Sheriff's Office performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law.

Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28 as it applies to the CITY and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF and the CITY pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

8. TRANSITION/LIABILITY: The CITY is responsible for all liability, including but not limited to liability in both tort and workers' compensation, which arose out of acts or omissions of its employees which occurred prior to the January 6, 2013, transfer of the law enforcement function to the SHERIFF effective at 7:00 a.m. This includes pending lawsuits, administrative proceedings, and claims, as well as those filed after the transfer of the law enforcement function to the SHERIFF, provided that such lawsuits, claims, or administrative proceedings arose out of such acts or omissions which occurred prior to such transfer of the law enforcement function to the SHERIFF.

9. SERVICE LEVEL: The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement services in and for the CITY by providing personnel as more particularly described in Attachment 1, attached hereto and incorporated herein by reference. The services to be provided by the Sheriff under the terms of this Agreement include but are not limited to routine patrol, marine patrol on the intracoastal and beach waterways, and periodic beach patrol. This service also includes one (1) deputy position titled as Community Policing Deputy to provide community-oriented policing. The above said services will be provided as directed by the Patrol Bureau Commander or his designee in conjunction and after consultation with the City Manager. Additional deputies can be added at any time by mutual agreement, and the City may choose to utilize secondary employment deputies to supplement the personnel

provided in Attachment 1 as special circumstances or situations might temporarily warrant. Said use of secondary employment deputies shall be in accordance with Sheriff's Office policy and procedures, with the charges per hour provided in Attachment 2.

In addition to the law enforcement services detailed above, the SHERIFF also agrees to provide two school crossing guards. The hours of service of the school crossing guards shall be determined by the SHERIFF based on the hours of operation of the school served.

10. **PROVISION OF SERVICE:** The SHERIFF shall provide each deputy who serves in the CITY pursuant to this Agreement with a patrol automobile and all other necessary or appropriate equipment, as determined by the SHERIFF.

11. **OFFICE SPACE:** The CITY, at no cost to the SHERIFF, will provide the SHERIFF office space in the CITY, the location and size of which is to be mutually agreed upon, for the purpose of allowing deputy sheriffs, particularly the detective assigned to the CITY, to carry out his or her law enforcement responsibilities, including meeting with citizens.

12. **PERSONNEL:** The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all of his law enforcement personnel performing services under this Agreement. The parties shall mutually cooperate to carry out the terms and conditions of this Agreement. Should the CITY or its designee believe that any deputy assigned to the CITY pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the CITY or its designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. The parties shall work together to reach a mutually satisfactory resolution of the matter. However, it is understood that under this Agreement, the SHERIFF shall retain sole authority to transfer, counsel, or discipline any deputy or other member of the Pinellas County Sheriff's Office.

13. **PERSONNEL TRANSITION:** Pursuant to Section 121.081(1), Florida Statutes, each former CITY employee who became employed by the SHERIFF pursuant to the Agreement dated November 13, 2012, had the choice to remain in the appropriate CITY-sponsored retirement plan or become a member of the Florida Retirement System (FRS). All former CITY employees electing to participate in FRS are bound to all statutory and administrative procedures regulating FRS. All former CITY employees electing to remain with the CITY pension plan are subject to the terms of the CITY plan, except that all employer pension contributions shall be made by the SHERIFF on behalf of the employee, not to exceed the total employer contribution as required by FRS. In the event the required employer contribution to the CITY pension plan exceeds the FRS employer contribution, the CITY is responsible for the additional contribution.

14. **ENFORCEMENT OF LAWS:** The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY and the ordinances of the CITY. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the CITY will have a general familiarity with the code of ordinances of the CITY. The CITY will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

15. FINES AND FORFEITURES: All fines and forfeitures rendered in any court as a result of charges made by the SHERIFF shall be distributed according to general law and the rules of the court.

16. RECORDS: The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the CITY each month. Additionally, the SHERIFF shall maintain an electronic dispatch log with respect to calls for assistance. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is completed and the geographical location of the incident.

17. LIAISON: A close liaison shall be maintained between the CITY and the SHERIFF. The SHERIFF agrees to make available to the CITY a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the CITY and the SHERIFF. The City Manager, Mayor and Commissioners and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The SHERIFF or his designee shall, upon request of the City Commission, be present at City Commission meetings for discussion of the provision of law enforcement services within the CITY, for budget preparation purposes, or for any other purpose as the City Commission shall request from time to time. The SHERIFF, or his designee, shall be responsible for submitting appropriate staffing or other information to the City Manager and City Commission as is necessary for it to conduct its legislative business. Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the Mayor and Commissioners or the City Manager.

18. CONTRACT COSTS: The CITY shall pay to the SHERIFF, as payment in full for all of the services herein agreed to be performed by the SHERIFF, the sum of TWO MILLION TWO HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS AND FIFTY-THREE CENTS (\$2,271,461.53). Payment shall be made in twelve monthly installments of ONE HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS (\$189,288.00). Payment shall be made on the first day of each month beginning on October 1, 2016, and each month thereafter. (See Attachment 1, Contract Worksheet.)

19. NOTICE: Notice as required to be given hereunder shall be given to the following persons:

- A. Sheriff, Pinellas County, Florida: Bob Gualtieri, P.O. Drawer 2500, Largo, FL 33779-2500.
- B. City of St. Pete Beach: City Manager, 155 Corey Avenue, St. Pete Beach, FL 33706.

20. TERM. This Agreement shall take effect October 1, 2016, and continue in effect thereafter through September 30, 2017, unless hereafter extended upon such terms and conditions as the parties hereto may later agree in writing.

21. TERMINATION. Either party may terminate this Agreement without cause or further liability to the other party, except as to the indemnification provided herein, upon written notice to the other party given not less than ninety (90) days prior to the requested termination date. The required notice is deemed delivered when a copy is delivered to the other party and a receipt therefore signed by the other party.

The parties agree that where the Agreement is not terminated as provided for herein, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2017, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2017, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

22. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages against the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

23. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the CITY, which consent must have been agreed to by the CITY at a public meeting, and which consent may be withheld within the sole discretion of the CITY.

24. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by the parties hereto and with the same formality of this Agreement.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____ 2016.

ATTEST:

CITY OF ST. PETE BEACH, FLORIDA

City Clerk

City Manager

APPROVED AS TO FORM

City Attorney

SHERIFF, PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff

Attachment 1

**Additional School Crossing Guard
Elimination of CPD/Codes**

**City of St. Pete Beach
Cost of Law Enforcement Services
Worksheet - FY 17**

A. Cost per Deputy									
					\$	87,635.07			
B. Deputies by Post									
Number		Relief Factor			Deputy				
8	x	1.68	x	\$	87,635.07				\$ 1,177,815.34
C. Deputies ~ Special Enforcement (CPD)									
Number		Relief Factor			Deputy				
1	x	1	x	\$	87,635.07	Community Policing Dep/Law Enf			\$ 87,635.07
D. Sergeants									
Number		Relief Factor			Sergeant				
3	x	1.68	x	\$	114,549.12				\$ 577,327.56
E. Additional Support Positions									
Number		Factor			Salary	Position			
1	x	1	x	\$	87,635.07	Detective	\$	87,635.07	
1	x	1	x	\$	64,201.31	Public Safety Telecomm	\$	64,201.31	
2	x	1	x	\$	7,710.21	School Crossing Guard	\$	15,420.42	\$ 167,256.80
F. Vehicle Cost									
Number		# Miles			\$ per mile	Days per Yr			
8	x	45	x		0.69	x 365	patrol deputy	\$	90,666.00
3	x	20	x		0.69	x 365	sergeant	\$	15,111.00
1	x	20	x		0.69	x 260	spec enforcement dep	\$	3,588.00
1	x	20	x		0.69	x 260	detective	\$	3,588.00
G. Supervision									
Number supv'd		Factor			Cost	Position			
5	x	4.794%	x	\$	131,031.07	Lieutenant	\$	31,408.15	
1	/	8.00	x	\$	114,549.12	Det Sgt	\$	14,318.64	
1	/	7.00	x	\$	88,661.41	Comm Ctr Supv	\$	12,665.92	
2	/	12.0	x	\$	17,859.28	SCG Supv	\$	2,976.55	\$ 61,369.26
H. Equipment									
Number		Positions			Equip Cost				
13	/	1276	x	\$	1,333,097.00			\$	13,581.71
I. Allocated Indirect Cost (AIC)									
Number		Positions			AIC-CD				
13	/	1276	x	\$	7,216,545.00			\$	73,522.79
J. Supervision, Equipment and AIC subtotal									
									\$ 148,473.76
K. TOTAL									
						Yearly			\$ 2,271,461.53
						11 months		\$	189,288.46
						1 month		\$	189,288.47
						Rounded amount due		\$	189,288.00

Increase/decrease from prior year-percentage \$ 2,271,461.53 / \$ 2,287,755.34 -0.71%
 Increase/decrease from prior year-amount \$ (16,293.81)

Cost of additional School Crossing Guard: \$ 9,198.49
 Savings from elimination of Codes Deputy \$ 97,923.42

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to enter into a one year agreement for Fiscal Year 2016-2017 with PSTA for trolley and DART Services

Date: August 23, 2016

Prepared By: Elaine Edmunds, Administrative Services Director

Summary of Issue: This agreement is for a one year contract renewal with PSTA to provide the City with Trolley and DART services. We continue to partner with the City of Treasure Island for these services. The cost for these services has an increase of 7% in fixed route costs and a decrease in paratransit costs from \$6,648 to \$6,398. Paratransit costs are based on usage. The total contract amount for FY 2017 is \$501,021 and is included in the FY 2017 budget.

Requested Motion: "I move to authorize the City Manager to sign a one year agreement with PSTA for Trolley Services."

Attachments: PSTA Agreement

**Reviewed by
City Manager:** WS

FY17 SUNCOAST BEACH TROLLEY AGREEMENT

THIS AGREEMENT made and entered into this ____ of _____ 2016, by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district of the State of Florida (hereinafter referred to as "PSTA"), the CITY OF ST. PETE BEACH (SPB) and the CITY OF TREASURE ISLAND (TI), both of the latter being incorporated municipalities located in Pinellas County, Florida (hereinafter collectively referred to as "CITIES").

WHEREAS, it is the CITIES' plan to provide trolley bus service to promote and improve public transportation for the benefit of residents, visitors, and employees in said CITIES; and

WHEREAS, PSTA has offered to continue providing such service to the CITIES; and

WHEREAS, by this Agreement the parties desire to agree upon the terms and conditions for providing this transportation service.

NOW, THEREFORE, in consideration of the covenants, conditions, and mutual obligations contained herein, the parties agree as follows:

DEFINITIONS

Passenger who boards the trolley means any person boarding a trolley within the city of SPB or TI, whether the passenger pays a fare at the time of boarding or not, except children under the age of five (5) years.

1. **Service, Schedule, Routes, and Equipment.** PSTA will provide trolley bus service to the CITIES in accordance with the schedules and routes as show in Exhibit 1, which is the service provided by the Suncoast Beach Trolley and the Central Avenue Trolley (the "Fixed Route Services"). PSTA shall provide the Fixed Route Services only with a trolley bus. A different vehicle may be substituted (Substituted Vehicle) for a trolley bus, if suitable for public transportation, only because of a mechanical breakdown of a trolley bus and only when there is no backup trolley bus available for service of the route and schedule. In the event the conditions for vehicle substitution occur, in no event shall the Substituted Vehicle remain in service for more than five (5) consecutive days without prior notification to the CITIES. PSTA

shall have the authority to utilize a subcontractor to provide all or part of the service, and in that instance, PSTA shall have the sole and exclusive authority to select the subcontractor. The trolley buses utilized for this system shall be maintained in a clean and operable fashion.

2. **CITIES' Cost of PSTA Trolley Service.** The CITIES shall pay PSTA annual amounts as set forth in **Exhibit 2** and allocated between the CITIES in the following manner:
 - a. **Fixed Route** - For the portion of the cost related to Fixed Route Services provided to the CITIES, the CITY OF ST. PETE BEACH shall pay two-thirds (2/3rds) of the total cost and the CITY OF TREASURE ISLAND shall pay one-third (1/3rd) of the total cost.
 - b. **DART Paratransit** – For the portion of the cost related to DART paratransit services, the apportionment shall be based on the actual allocation of contracted DART expenses within each of the CITIES during the first three quarters of the previous fiscal year. (October through June). PSTA will provide the CITIES an accounting of this DART cost allocation by July 30th each year to establish the apportionment of DART costs as shown in **Exhibit 2**.
3. **Billing and Payments.** PSTA shall invoice the CITIES separately on the 1st day of each month, for the current month, for their respective funding contributions as shown in **Exhibit 2**. Payment shall be made to PSTA immediately upon receipt of an invoice, but in no case more than thirty (30) days from the date of the invoice.
4. **Compliance With Law.** PSTA, while in the performance of its duties under this Agreement, shall comply with all federal, state, and local laws applicable to service provided under this Agreement.
5. **Amendments to Exhibits.** The schedules and routes illustrated on Exhibit 1 are the approved schedules and routes under this Agreement. Any change to the schedules or routes of Exhibit 1, as they affect the CITIES, shall require the written consent of the parties and shall become an addendum to this Agreement.
6. **PSTA Regulations.** All applicable regulations, rules, and laws governing the riders of PSTA's service, including but not limited to PSTA's rules regarding the use of transfers or passes,

shall be complied with by all riders of the trolley service and shall and may be enforced by PSTA in its sole discretion.

7. **Uniform Fare Structure.** The fare structure for the trolley service to be provided under this Agreement shall be the same as the fare structure established by PSTA for the other portion of the beach trolley service. PSTA's fare structure in existence as of the start of this Agreement is shown in Exhibit 2 and is subject to revision as deemed appropriate by PSTA, at PSTA's sole discretion.
8. **Effective Date.** The effective date of this Agreement shall be October 1, 2016 and shall continue for a period of one (1) year.
9. **Termination Without Cause.** This Agreement may be terminated earlier by the parties without cause by providing the other parties with six (6) months prior written notice of termination.
10. **Hold Harmless.** The parties agree, to the extent allowed by law, to hold the other harmless for the negligent acts or omissions of their employees and officer, and for any violations of federal or state law or regulation, including but not limited to 42 U.S.C., §1983, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans With Disabilities Act, and Chapter 760, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the CITIES or PSTA may be entitled to under the doctrine of sovereign immunity or §768.28, Florida Statutes. The obligations contained in this paragraph shall survive termination of this Agreement. The obligation of the CITIES and PSTA to indemnify, defend, and hold harmless the others under this Agreement is limited to the same extent that the CITIES or PSTA would otherwise be obligated directly to third persons under existing law or to the extent provided under §768.28, Florida Statutes.
11. **Notices.** All notices, requests, demands, deliveries, and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, when sent by Telex, telegram, or facsimile, or when mailed, registered or certified first class, postage pre-paid, to the persons and addresses set forth below:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Chief Executive Officer
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, FL 33716

City Manager
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

Alan S. Zimmet, PSTA General Counsel
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

Any of the parties may change the persons and addresses to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

12. **Entire Agreement.** This Agreement, together with the Exhibits hereto, supersedes any and all prior negotiations, oral agreements, and representations made relating to the subject matter of this Agreement and, except for any written agreement, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire Agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties. No waiver of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. The waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall not be deemed nor construed as a further or continuing waiver of any condition or breach or a waiver of any condition or breach or a waiver of any condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Agreement.
13. **Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of the parties. This Agreement may not be assigned by a party without the written consent of the other parties.
14. **Third Party Rights.** This Agreement shall create no rights or claims whatsoever in any person other than parties to the Agreement.
15. **Severance.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Executed this ____ day of _____, 2016

Pinellas Suncoast Transit Authority

Attest

Brad Miller, Chief Executive Officer

Approved as to Form:

Alan S. Zimmet, General Counsel

Executed this ____ day of _____, 2016

City of Treasure Island

Attest

Robert Minning, Mayor

City Clerk

Approved as to Form:

City Attorney

Executed this ____ day of _____, 2016

City of St. Pete Beach

Attest

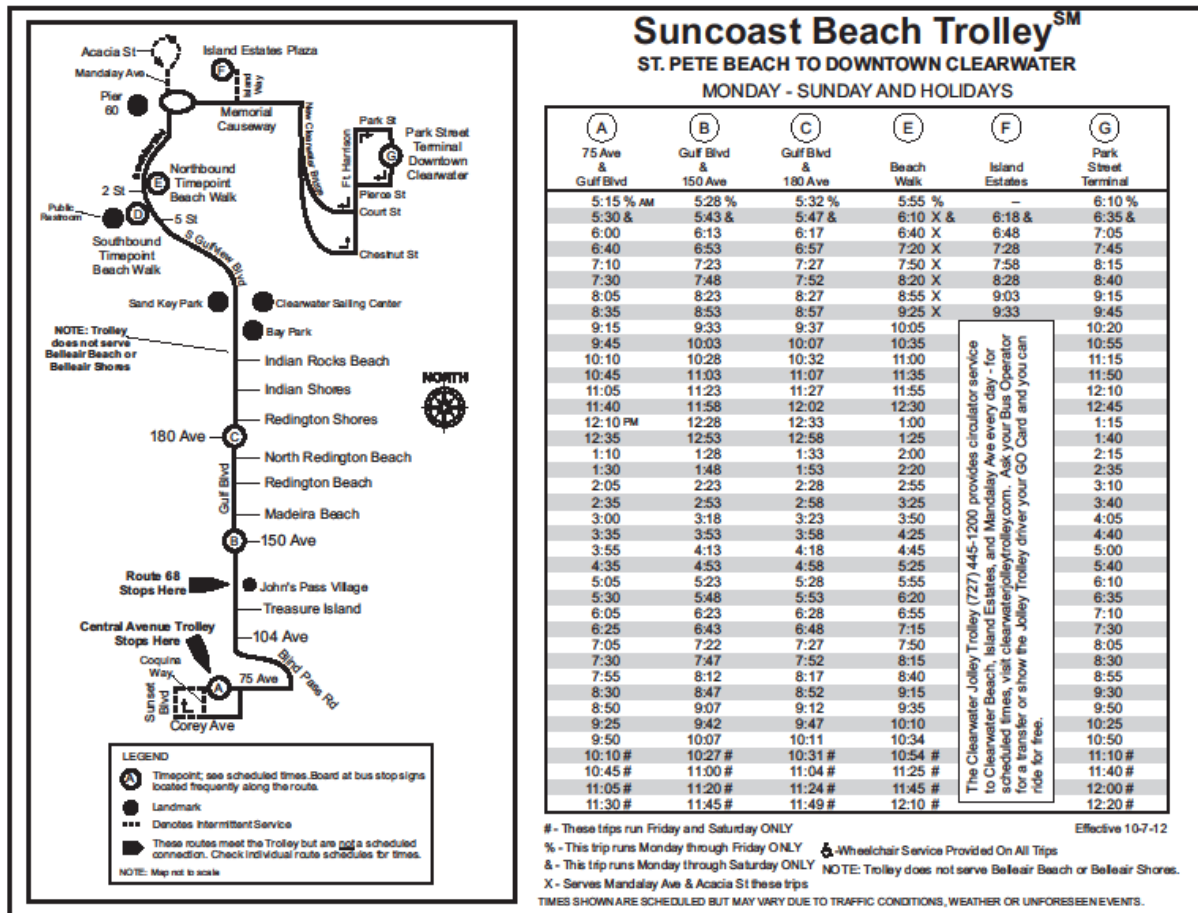
Maria Lowe, Mayor

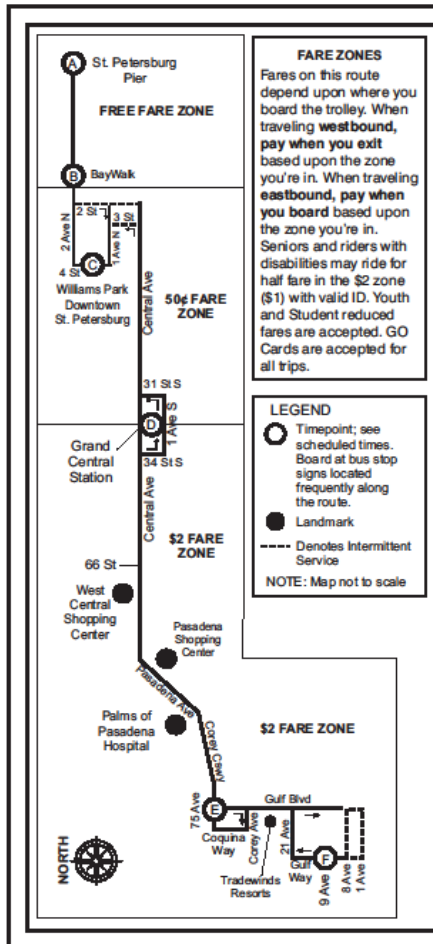
City Clerk

Approved as to Form:

City Attorney

EXHIBIT 1





Central Avenue Trolley

ST. PETERSBURG PIER
TO ST. PETE BEACH/PASS-A-GRILLE

ST. PETE BEACH/PASS-A-GRILLE TO
ST. PETERSBURG PIER

MONDAY - THURSDAY

(A)	(B)	(C)	(C)	(D)	(E)	(F)	(F)	(E)	(D)	(C)	(B)	(A)
Depart The Pier	BayWalk	Arrive Williams Park	Depart Williams Park	Grand Central Station	75 Ave & Gulf Blvd	9 Ave & Gulf Way	9 Ave & Gulf Way	75 Ave & Gulf Blvd	Grand Central Station	Williams Park	BayWalk	Arrive The Pier
--	--	--	--	--	6:10	6:30	6:45	6:50	7:10	7:35	7:50	--
--	--	--	--	--	6:20	6:35	7:00	7:15	7:15	7:30	7:55	--
--	--	--	--	--	6:35	6:50	7:10	7:25	7:30	7:50	8:15	--
--	--	--	--	--	6:50	7:05	7:25	7:40	7:45	8:05	8:30	--
--	--	--	--	--	7:05	7:20	7:40X	7:55	8:00	8:20	8:45	--
--	--	--	--	--	7:20	7:35	7:55	8:10	8:15	8:35	9:00	--
--	--	--	--	--	7:35	7:50	8:10	8:25	8:30	8:50	9:15	--
--	--	--	--	--	8:00	8:15	8:35X	8:50	9:00	9:20	9:45	--
--	--	--	--	--	8:25	8:40	9:00X	9:15	9:25	9:45	10:10	--
--	--	--	--	--	8:55	9:10	9:30X	9:45	9:50	10:10	10:35	--
--	--	--	--	--	9:25	9:40	10:00	10:15	10:25	10:45	11:10	--
--	--	--	--	--	9:55	10:10	10:30X	10:45	11:00	11:15	11:40	--
--	--	--	--	--	--	--	--	--	11:30	11:55	12:10	--
10:05sw	10:08	10:20	10:25	10:40	11:00	11:15	11:25	11:45	12:10	12:25	12:40	12:30
--	--	--	--	--	--	--	--	--	--	--	--	12:45
10:30	10:33	10:45	10:55	11:10	11:30X	11:45	11:55	12:15	12:40	12:55	1:00	1:00
11:00	11:03	11:15	11:25	11:40	12:00X	12:20	12:30	12:50	1:15	1:30	1:31	1:35
11:30	11:33	11:45	11:55	12:10	12:30	12:50	1:00	1:20	1:45	2:00	2:01	2:05
11:45	11:48	12:05	12:15	12:30	12:50	1:10	1:20	1:40	2:05	2:20	--	--
12:00pm	12:03	12:15	12:25	12:40	1:00	1:20	1:30	1:50	2:15	2:30	2:31	2:35
12:15	12:18	12:30	12:40	12:55	1:15X	1:35	1:50	2:10	2:35	2:50	--	--
12:30	12:33	12:45	12:55	1:10	1:30	1:50	2:00	2:20	2:45	3:00	3:01	3:05
12:45	12:48	1:00	1:10	1:25	1:45	2:05	2:15	2:35	3:00	3:15	3:16	3:20
1:00	1:03	1:15	1:25	1:40	2:00X	2:20	2:30	2:50	3:15	3:30	3:31	3:35
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1:35	1:38	1:50	2:00	2:15	2:35	2:55	3:05	3:25	3:50	4:05	4:06	4:10
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2:05	2:08	2:20	2:30	2:45	3:05X	3:25	3:35	3:55	4:20	4:45	5:00	5:05
2:35	2:38	2:50	3:00	3:15	3:35	3:55	4:00	4:20	4:45	5:00	5:01	5:05
3:05	3:08	3:20	3:25	3:40	4:00X	4:20	4:25	4:45	5:10	5:30	--	--
3:20	3:23	3:35	3:45	4:00	4:20	4:40	4:50	5:10	5:35	5:50	--	--
3:35	3:38	3:50	4:00	4:15	4:35	4:55	5:05	5:20	5:45	6:00	--	--
3:50	3:53	4:05	4:15	4:30	4:50X	5:10	5:20	5:40	6:05	6:20	--	--
4:10	4:13	4:25	4:35	4:50	5:10	5:30	5:40	6:00	6:25	6:40	--	--
4:25	4:28	4:40	4:50	5:05	5:25	5:45	5:55	6:10	6:35	6:50	--	--
4:40	4:43	4:55	5:05	5:20	5:40X	6:00	6:10	6:30	6:55	7:15	--	--
5:05	5:08	5:20	5:30	5:45	6:05	6:25	6:35	6:55	7:20	7:35	--	--
--	--	--	--	--	6:00	6:10	6:25	6:45	7:05	7:15	7:35	8:00
--	--	--	--	--	6:20	6:30	6:45	7:05	7:25	7:35	8:00	8:15
--	--	--	--	--	7:15	7:25	7:40	8:00	8:15	8:25	8:45	9:05
--	--	--	--	--	7:35	7:45	8:00	8:20	8:40	8:50	9:10	9:30
--	--	--	--	--	7:50	8:05	8:20	8:40	9:00	9:05	9:25	9:45
--	--	--	--	--	8:35	8:45	9:00	9:20	9:40	9:50	10:10	10:30
--	--	--	--	--	9:20	9:25	9:40	10:05	10:25	10:35	10:55	11:20
--	--	--	--	--	9:45	9:45	10:00	10:35	10:50	11:05	11:25	--
--	--	--	--	--	10:05	10:10	10:25	11:00	--	--	--	--

FRIDAY

(A)	(B)	(C)	(C)	(D)	(E)	(F)	(F)	(E)	(D)	(C)	(B)	(A)
Depart The Pier	BayWalk	Arrive Williams Park	Depart Williams Park	Grand Central Station	75 Ave & Gulf Blvd	9 Ave & Gulf Way	9 Ave & Gulf Way	75 Ave & Gulf Blvd	Grand Central Station	Williams Park	BayWalk	Arrive The Pier
--	--	--	--	--	6:10	6:30	6:45	6:50	7:10	7:35	7:50	--
--	--	--	--	--	6:20	6:35	7:00	7:15	7:15	7:30	7:55	--
--	--	--	--	--	6:35	6:50	7:10	7:25	7:30	7:50	8:15	--
--	--	--	--	--	6:50	7:05	7:25	7:40	7:45	8:05	8:30	--
--	--	--	--	--	7:05	7:20	7:40X	7:55	8:00	8:20	8:45	--
--	--	--	--	--	7:20	7:35	7:55	8:10	8:15	8:35	9:00	--
--	--	--	--	--	7:35	7:50	8:10	8:25	8:30	8:50	9:15	--
--	--	--	--	--	8:00	8:15	8:35X	8:50	9:00	9:20	9:45	--
--	--	--	--	--	8:25	8:40	9:00X	9:15	9:25	9:45	10:10	--
--	--	--	--	--	8:55	9:10	9:30X	9:45	9:50	10:10	10:35	--
--	--	--	--	--	9:25	9:40	10:00	10:15	10:25	10:45	11:10	--
--	--	--	--	--	9:55	10:10	10:30X	10:45	10:55	11:15	11:40	--
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10:05sw	10:08	10:20	10:25	10:40	11:00	11:15	11:25	11:45	12:10	12:25	12:40	12:30
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10:30	10:33	10:45	10:55	11:10	11:30X	11:45	11:55	12:15	12:40	12:55	1:00	1:00
11:00	11:03	11:15	11:25	11:40	12:00X	12:20	12:30	12:50	1:15	1:30	1:31	1:35
11:30	11:33	11:45	11:55	12:10	12:30	12:50	1:00	1:20	1:45	2:00	2:01	2:05
11:45	11:48	12:05	12:15	12:30	12:50	1:10	1:20	1:40	2:05	2:20	--	--
12:00pm	12:03	12:15	12:25	12:40	1:00	1:20	1:30	1:50	2:15	2:30	2:31	2:35
12:15	12:18	12:30	12:40	12:55	1:15X	1:35	1:50	2:10	2:35	2:50	--	--
12:30	12:33	12:45	12:55	1:10	1:30	1:50	2:00	2:20	2:45	3:00	3:01	3:05
12:45	12:48	1:00	1:10	1:25	1:45	2:05	2:15	2:35	3:00	3:15	3:16	3:20
1:00	1:03	1:15	1:25	1:40	2:00X	2:20	2:30	2:50	3:15	3:30	3:31	3:35
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1:35	1:38	1:50	2:00	2:15	2:35	2:55	3:05	3:25	3:50	4:05	4:06	4:10
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2:05	2:08	2:20	2:30	2:45	3:05X	3:25	3:35	3:55	4:20	4:45	5:00	5:05
2:35	2:38	2:50	3:00	3:15	3:35	3:55	4:00	4:20	4:45	5:00	5:01	5:05
3:05	3:08	3:20	3:25	3:40	4:00X	4:20	4:25	4:45	5:10	5:30	5:31	5:35
3:20	3:23	3:35	3:45	4:00	4:20	4:40	4:50	5:10	5:35	5:50	--	--
3:35	3:38	3:50	4:00	4:15	4:35	4:55	5:05	5:20	5:45	6:00	6:01	6:05
3:50	3:53	4:05	4:15	4:30	4:50X	5:10	5:20	5:40	6:05	6:20	--	--
4:10	4:13	4:25	4:35	4:50	5:10	5:30	5:40	6:00	6:25	6:40	--	--
4:25	4:28	4:40	4:50	5:05	5:25	5:45	5:55	6:10	6:35	6:50	6:51	6:55
4:40	4:43	4:55	5:05	5:20	5:40X	6:00	6:10	6:30	6:55	7:15	7:16	7:20
5:05	5:08	5:20	5:30	5:45	6:05	6:25	6:35	6:55	7:20	7:35	--	--
5:35	5:38	5:50	6:00	6:15	6:35	6:55	7:00	7:15	7:35	7:50	7:51	7:55
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--	--	--	--	--	7:15	7:25	7:40	8:00	8:15	8:25	8:45	9:05
--	--	--	--	--	7:35	7:45	8:00	8:20	8:40	8:50	9:10	9:30
--	--	--	--	--	7:50	8:05	8:20	8:40	9:00	9:05	9:25	9:45
--	--	--	--	--	8:35	8:45	9:00	9:20	9:40	9:50	10:10	10:30
--	--	--	--	--	9:20	9:25	9:40	10:05	10:25	10:35	10:55	11:20
--	--	--	--	--	9:45	9:45	10:00	10:35	10:50	11:05	11:25	--
--	--	--	--	--	10:05	10:10	10:25	11:00	--	--	--	--
10:10	10:13	10:25	10:30	10:45	11:05	11:20	11:20	11:35	11:55	--	--	--
10:50	10:53	11:05	11:10	11:25	--	--	--	--	--	--	--	--
11:10	11:13	11:25	11:25	11:40	--	--	--	--	--	--	--	--

Wheelchair Service Provided On All Trips

Effective 6-3-12

X - These trips serve 1 Ave

TIMES SHOWN ARE SCHEDULED BUT MAY VARY DUE TO TRAFFIC CONDITIONS, WEATHER OR UNFORESEEN EVENTS.

EXHIBIT 2

FY 2016 Cost of Transit Services and City Allocation October 1, 2015 - September 30, 2016

Cost Item	Treasure Island		St. Pete Beach		Total
	Allocation	Amount	Allocation	Amount	
Fixed Route	33%	\$231,132	67%	\$462,264	\$693,396
DART Paratransit	47%	\$5,896	53%	\$6,648	\$12,544
Total		\$237,028		\$468,912	\$705,940

FY 2017 Cost of Transit Services and City Allocation October 1, 2016 - September 30, 2017

Cost Item	Treasure Island		St. Pete Beach		Total
	Allocation	Amount	Allocation	Amount	
Fixed Route	33%	\$247,311	67%	\$494,623	\$741,934
DART Paratransit *	51%	\$6,659	49%	\$6,398	\$13,057
Total		\$253,970		\$501,021	\$754,991

* DART Paratransit costs are estimated based on actual data from October 1, 2015 through June 30, 2016

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to sign a scope and fee proposal from Michael Baker Jr., Inc. in the amount of \$12,245 to provide additional engineering services for the Blind Pass Road Reconstruction Project.

Date: August 23, 2016

Prepared By: Mike Clarke, Public Services Director

Summary of Issue: Blind Pass Road from Gulf Boulevard to 75th Avenue in St. Pete Beach has failed pavement and inadequate subsurface utilities. Following several years of discussion regarding design intent and project components, City Commission previously approved design engineering for the Blind Pass Road Reconstruction project.

As directed by City Staff, Michael Baker recently prepared a cost estimate breakdown of five areas within the project. This breakdown was provided in an effort to identify elements of the project which could be removed if necessary to stay within the budgetary constraints for project construction.

Funding: CIP – Blind Pass Road Reconstruction Project.

Requested Motion: “I move to authorize the City Manager to sign a scope and fee proposal from Michael Baker Jr., Inc. in the amount of \$12,245 to provide additional engineering services for the Blind Pass Road Reconstruction Project.”

Attachments: Michael Baker Jr., Inc. Scope and Fee Proposal

**Reviewed by
City Manager:** WS

**Michael Baker
International, Inc.**

5020 West Linebaugh Avenue
Suite 240
Tampa, FL 33624
(813) 889-3892

July 20, 2016

Mr. Mike Clarke
Public Services Director
155 Corey Avenue
St. Pete Beach, Florida

Re: City of St. Pete Beach
Blind Pass Road from Gulf Blvd. to 75th Ave
Scope and Fee Proposal
Amendment 3

Dear Mr. Clarke,

Michael Baker International, Inc., is pleased to provide the City of St. Pete Beach with the following Amendment 3 Scope of Services for the Blind Pass Road from Gulf Blvd. to 75th Ave. These services are a result of the City of St. Pete Beach directing Michael Baker International, Inc., in a meeting on May 27, 2016.

Below is a summary of the estimated costs associated with the design:

Task 1 – Cost Estimate: \$12,245.00

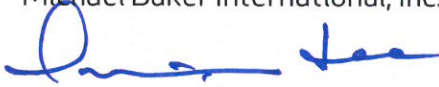
Compensation to the Consultant:

For the Scope of Services described in this work assignment, Michael Baker International, Inc., shall be compensated a Lump Sum of **\$12,245.00** in accordance with the terms of the agreement.

No other work shall be part of the Amendment 3 Contract. Michael Baker has enclosed Exhibit A – Scope and Exhibit B – Fee Proposal for the necessary tasks in the scope of work.

If you have any questions, or need additional information, please call. We look forward to the opportunity to work with you.

Sincerely,
Michael Baker International, Inc.



Irvin Lee
Principal-in-Charge

Encl.: Exhibit A – Scope for Amendment 3
Exhibit B – Fee Proposal

Please sign and date below if you agree to the terms enclosed in this document.

Name (printed)

Title

Signature

date

The following is the anticipated Scope of Services for Amendment 3 for the Blind Pass Road (Gulf Blvd to 75th Avenue):

Task 1 – Cost Estimate: \$12,245.00

The CONSULTANT shall:

1. Prepare cost estimate breakdown of 5 areas as discussed with the City during the May 27 meeting. These five areas are as follows:
 - I. 70th Avenue (West of Blind Pass Road)
 - II. Gulf Winds Drive
 - III. Seawall to 70th Avenue right-of-way line
 - IV. 70th Avenue (East of Blind Pass Road)
 - V. Blind Pass Road (Corey Avenue to 75th Avenue)

The City would like to remove areas as required to get to their City Budget of \$4,100,000.00. The City will determine which areas which will be not included in the construction plans based on the cost estimates.

2. Deliverables:
 - Provide three copies of cost estimate breakdown to the City.

Performance Schedule

The design, deliverables and construction documents for this scope of works will be completed within **10** calendar days from written Notice to Proceed.

Compensation to the Consultant:

For the Scope of Services described in this work assignment, Michael Baker International, Inc., shall be compensated a Lump Sum of **\$12,245.00** in accordance with the terms of the agreement.

End of Scope of Services

EXHIBIT B

City of St. Pete Beach

Blind Pass Road

Fee Summary Sheet

MANHOURLY AND FEE ESTIMATE

Task 1					TOTAL
Cost Estimate					
CLASSIFICATION	RATES	HOURS	HOURS		TOTAL
Senior Project Manager	\$187.67	0			0
Project Manager	\$184.49	20			20
Senior Engineer	\$156.88	0			0
Engineer	\$118.76	40			40
Designer	\$95.12	40			40
Technician or Inspector	\$76.79	0			0
Clerical	\$58.23	0			0
TOTAL HOURS					= 100
LUMP SUM COSTS					= \$12,245.00
NOT TO EXCEED COSTS					= \$0.00

DIRECT EXPENSES					
Reproduction					\$0.00
Mileage					\$0.00
Postage					\$0.00
Inspection Directs					\$0.00
SUBCONSULTANTS					
					\$0.00
					\$0.00
TOTAL EXPENSES		\$0.00		\$0.00	\$0.00
TOTAL COSTS					\$12,245.00
					\$0.00
					\$12,245.00

EXHIBIT B

City of St. Pete Beach

Task 1

Blind Pass Road

Cost Estimate

Item/Task Description	MANHOURL AND FEE ESTIMATE							Total Hours
	Senior Project Manager	Project Manager	Senior Engineer	Engineer	Designer	Technician or Inspector	Clerical	
Cost Estimate								
Cost Estimate (Breakdown based on City's Request)		20		40	40			100
Total Hours:	0	20	0	40	40	0	0	100

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to approve a change order to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project in the amounts of \$7,123.73 for change order 9.

Date: August 23, 2016

Prepared By: Mike Clarke, Public Services Director

Summary of Issue: There is a very large, old, and beautiful buttonwood tree located on the east side of Pass-a-Grille Way, just south of 26th Avenue. In order to protect the root system of this tree (and subsequently the tree in its entirety), the City requested that the Engineer of Record modify the design of the proposed conduit and storm water system at this location to avoid the tree.

Change Order #9 from the General Contractor (Nelson Construction) presents the cost associated with installing these modifications.

Funding: CIP – Pass-A-Grille Way Reconstruction Project

Requested Motion: “I move to authorize the City Manager to approve a change order to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project in the amounts of \$7,123.73 for change order 9.”

Attachments: Change Order #9

**Reviewed by
City Manager:** WS



CHANGE ORDER NO. 09

PROJECT IDENTIFICATION:

Project Name: Pass-A-Grille Way Reconstruction from W. Maritana Dr. to 19th Ave

CONTRACTOR: David Nelson Construction Company

CONTRACT: The Agreement dated 07/08/2015 between David Nelson Construction Company and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

- *ANCIENT BUTTONWOOD TREE AVOIDANCE AT 37+87 EAST – STORM AND CONDUIT REDESIGN – The changes shall be made as described in Nelson's price proposal dated 06/20/2016. Zero additional contract days.* **\$ 7,123.73**

Total Addition to Contract Sum **\$ 7,123.73**

Contract Sum with prior approved Change Orders was: **\$ 10,034,808.89**

The Contract Sum will be increased by this Change Order
for the items described above in the amount of: **\$ 7,123.73**

The new Contract Sum, including this Change Order, will be: \$ 10,041,932.62

The Contract Time will be changed as follows: **+ 0 days**

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of 0 calendar days to the Contract Time.

CHANGE ORDER NO. 09

OWNER/CITY:

CONTRACTOR:

By: _____

By: _____

Name: Wayne Saunders

Name: _____

Title: City Manager, St. Pete Beach

Title: _____

Date: _____

Date: _____



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: June 20, 2016

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: ANCIENT BUTTONWOOD TREE AVOIDANCE AT 37+87 EAST – STORM AND CONDUIT REDESIGN

Below is the pricing for the redesign of the storm water system and conduit system in order to preserve the ancient buttonwood located at approximately 37+87 east. A detailed breakdown of the changes to the storm drain system are provided on the plan sheet and the spreadsheet following the pricing.

Let me know if you have any questions.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

www.nelson-construction.com

**3483 Alternate 19
Palm Harbor, Florida 34683**

Reconstruction of Pass A Grille Way from 19th Avenue to W. Maritana Drive
Job Number 985

NET CHANGE: \$ 7,123.73

C		D		E	F		G	PCF 57				NOTES
Description of Work		Quantity	Unit	Unit	Unit	Price	Scheduled Value	ANCIENT BUTTONWOOD STORM & CONDUIT RE-DESIGN				
BASE BID								QUANTITIES		VALUE		
								ORIGINAL	REVISED	ORIGINAL	REVISED	NET +/-
General												
MOBILIZATION 1% OF SUBTOTAL FOR CHANGE IN BOND		1	LS	\$	\$	540,000.00	\$	540,000.00		\$	-	\$ 70.53
MAINTENANCE OF TRAFFIC (4.5%)		1	LS	\$	\$	549,000.00	\$	549,000.00		\$	-	\$ -
FLOATING TURBIDITY BARRIER		1,100	LF	\$	\$	10.00	\$	11,000.00		\$	-	\$ -
STAKED TURBIDITY BARRIER - NYLON REINFORCED PVC		13,700	LF	\$	\$	1.75	\$	23,975.00		\$	-	\$ -
CLEARING AND GRUBBING		1	LS	\$	\$	800,000.00	\$	800,000.00		\$	-	\$ -
AS-BUILT PLANS		1	LS	\$	\$	7,500.00	\$	7,500.00		\$	-	\$ -
INDEMINIFICATION		1	LS	\$	\$	100.00	\$	100.00		\$	-	\$ -
SURVEY CONTROL		1	LS	\$	\$	75,000.00	\$	75,000.00		\$	-	\$ -
SUB-TOTAL							\$	2,006,575.00		\$	-	\$ 70.53
Roadway												200 FT ARC TO SLOWLY BEND CONDUIT UNDER ROAD AND AROUND THE ANCIENT BUTTONWOOD TREE ROOTS
REMOVAL OF EXISTING CONCRETE (SIDEWALK & CURB)		6,582	SY	\$	\$	12.00	\$	78,984.00		\$	-	\$ -
REGULAR EXCAVATION		7,400	CY	\$	\$	25.00	\$	185,000.00		\$	-	\$ -
BORROW EXCAVATION, TRUCK MEASURE		0	CY	\$	\$	20.00				\$	-	\$ -
EXCAVATABLE FLOWABLE FILL (FOR SANITARY-STORM CROSSINGS) NEW!!!!		0	CY	\$	\$	165.00				\$	-	\$ -
TYPE B STABILIZATION		22,163	SY	\$	\$	11.25	\$	249,333.75		\$	-	\$ -
OPTIONAL BASE GROUP 06		17,290	SY	\$	\$	22.00	\$	380,380.00	178.00	\$	-	\$ 3,916.00
MILLING EXISTING ASPHALT PAVEMENT, 3.5" AVERAGE		0	SY	\$	\$	15.00				\$	-	\$ -
												2 INCHES OF ASPHALT OVER THE ROADWAY AFFECTED
SUPERPAVE ASPHALTIC CONC, TRAFFIC C		2,814	TN	\$	\$	140.00	\$	393,960.00	19.58	\$	-	\$ 2,741.20
SHELL PAVEMENT (9-INCHES THICK)		1,470	SY	\$	\$	35.00	\$	51,450.00		\$	-	\$ -
SUB-TOTAL							\$	1,339,107.75		\$	-	\$ 6,657.20
Stormwater and Curbing												
COFFERDAM		11	EA	\$	\$	48,750.00	\$	536,250.00		\$	-	\$ -
INLETS TYPE 9		102	EA	\$	\$	3,000.00	\$	306,000.00	4.00	\$	12,000.00	\$ 11,340.00
INLETS DBI TYPE C		7	EA	\$	\$	3,140.00	\$	21,980.00		\$	-	\$ -
INLETS DBI TYPE D (MODIFIED)		1	EA	\$	\$	4,100.00	\$	4,100.00		\$	-	\$ -
INLETS TYPE V , 10'		26	EA	\$	\$	3,670.00	\$	95,420.00		\$	-	\$ -
MANHOLES P-7, < 10'		12	EA	\$	\$	2,440.00	\$	29,280.00		\$	-	\$ -
MANHOLES J-7, < 10'		12	EA	\$	\$	4,310.00	\$	51,720.00		\$	-	\$ -
YARD DRAIN, 12" HDPE		27	EA	\$	\$	1,300.00	\$	35,100.00		\$	-	\$ -
JUNCTION BOX , SPECIAL, < 10', BAFFLE BOXES		12	EA	\$	\$	37,500.00	\$	450,000.00		\$	-	\$ -
PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, 12 HDPE		255	LF	\$	\$	60.00	\$	15,300.00		\$	-	\$ -
PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, 15" RCP		70	LF	\$	\$	67.00	\$	4,690.00		\$	-	\$ -
PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, 15" HDPE		302	LF	\$	\$	67.00	\$	20,234.00		\$	-	\$ -
PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, ELLIPTICAL EQUIVALENT FOR 18"		245	LF	\$	\$	80.00	\$	19,600.00	24.00	\$	1,920.00	\$ 3,840.00
PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, 24" RCP		1,660	LF	\$	\$	81.00	\$	134,460.00		\$	-	\$ -
PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, ELLIPTICAL EQUIVALENT FOR 24"		4,622	LF	\$	\$	96.00	\$	443,712.00	129.00	\$	12,384.00	\$ 11,520.00
TRENCH DRAIN, 6"-12"		14	LF	\$	\$	200.00	\$	2,800.00		\$	-	\$ -
PIPE FILLING AND PLUGGING		7	CY	\$	\$	150.00	\$	1,050.00		\$	-	\$ -
UTILITY FITTINGS, HDPE, CLEANOUT 15"		5	EA	\$	\$	1,670.00	\$	8,350.00		\$	-	\$ -
SEAWALL REPAIR		11	EA	\$	\$	1,490.00	\$	16,390.00		\$	-	\$ -
BOLLARDS		168	EA	\$	\$	300.00	\$	50,400.00		\$	-	\$ -
CONCRETE CURB AND GUTTER, TYPE F		10,208	LF	\$	\$	20.00	\$	204,160.00		\$	-	\$ -
CONCRETE CURB TYPE D		469	LF	\$	\$	20.00	\$	9,380.00		\$	-	\$ -
CONCRETE VALLEY GUTTER		0	LF	\$	\$	35.00				\$	-	\$ -

Reconstruction of Pass A Grille Way from 19th Avenue to W. Maritana Drive

Job Number 985

NET CHANGE: \$ 7,123.73

C		D		E	F		G		PCF 57		NOTES
Description of Work		Quantity	Unit	Unit	Price	Value	Scheduled Value		ANCIENT BUTTONWOOD STORM & CONDUIT RE-DESIGN		
CONCRETE RIBBON CURB		425	LF		\$ 20.00	\$ 8,500.00			\$ -	\$ -	
CONCRETE SIDEWALK AND DRIVEWAYS, 4"		4,417	SY		\$ 32.00	\$ 141,344.00			\$ -	\$ -	
CONCRETE SIDEWALK AT ADA RAMP, 4"		273	SY		\$ 60.00	\$ 16,380.00			\$ -	\$ -	
STAMPED CONCRETE SIDEWALK AND DRIVEWAYS, 4"		0	SY		\$ 70.00				\$ -	\$ -	
CONCRETE SIDEWALK AND DRIVEWAYS, 6"		2,363	SY		\$ 45.00	\$ 106,335.00			\$ -	\$ -	
STAMPED CONCRETE SIDEWALK AND DRIVEWAYS, 6"		0	SY		\$ 85.00				\$ -	\$ -	
PAVERS, ARCHITECTURAL		301	SY		\$ 118.00	\$ 35,518.00			\$ -	\$ -	
DETECTABLE WARNINGS		2,449	SF		\$ 25.00	\$ 61,225.00			\$ -	\$ -	
MANATTE PROTECTION BARRIERS		11	EA		\$ 5,860.00	\$ 64,460.00			\$ -	\$ -	
CONCRETE WHEEL STOPS		9	EA		\$ 75.00	\$ 675.00			\$ -	\$ -	
DEWATER FOR STORMWATER		1	LS		\$ 3,150.00	\$ 3,150.00			\$ -	\$ -	
SUB-TOTAL						\$ 2,897,963.00			\$ 26,304.00	\$ 26,700.00	\$ 396.00
Landscaping											
PERFORMANCE TURF, SOD		9,000	SY		\$ 4.75	\$ 42,750.00			\$ -	\$ -	
LANDSCAPE-PALMS, WASHINGTONIA ROBUSTA, 25' TO 30' CT		292	EA		\$ 2,500.00	\$ 730,000.00			\$ -	\$ -	
SUB-TOTAL						\$ 772,750.00			\$ -	\$ -	
Wastewater											
18-INCH C900 PVC (GRAVITY)		3,673	LF		\$ 140.00	\$ 514,220.00			\$ -	\$ -	
18-INCH DUCTILE IRON LINED (MATERIAL PREMIUM) NEW!!!!		0	LF		\$ 176.97				\$ -	\$ -	
15-INCH C900 PVC (GRAVITY)		73	LF		\$ 130.00	\$ 9,490.00			\$ -	\$ -	
10-INCH C900 PVC (GRAVITY)		387	LF		\$ 110.00	\$ 42,570.00			\$ -	\$ -	
8-INCH C900 PVC (GRAVITY)		830	LF		\$ 80.00	\$ 66,400.00			\$ -	\$ -	
8-INCH DUCTILE IRON LINED (MATERIAL PREMIUM) (GRAVITY) NEW!!!!		0	LF		\$ 29.04				\$ -	\$ -	
8-INCH C900 PVC (FORCE MAIN)		52	LF		\$ 75.00	\$ 3,900.00			\$ -	\$ -	
6-INCH C900 PVC (FORCE MAIN)		336	LF		\$ 72.00	\$ 24,192.00			\$ -	\$ -	
18-INCH FERNCO ADAPTER		1	EA		\$ 2,000.00	\$ 2,000.00			\$ -	\$ -	
10-INCH FERNCO ADAPTER		3	EA		\$ 1,200.00	\$ 3,600.00			\$ -	\$ -	
8-INCH FERNCO ADAPTER		8	EA		\$ 800.00	\$ 6,400.00			\$ -	\$ -	
MANHOLES (WASTEWATER)		24	EA		\$ 6,500.00	\$ 156,000.00			\$ -	\$ -	
LATERALS WITH NEW CLEANOUT		60	EA		\$ 4,000.00	\$ 240,000.00			\$ -	\$ -	
REMOVE EXISTING MANHOLES		21	EA		\$ 747.00	\$ 15,687.00			\$ -	\$ -	
REMOVE EXISTING 16" VCP		1	LS		\$ 350,000.00	\$ 350,000.00			\$ -	\$ -	
DEWATERING FOR WASTEWATER		1	LS		\$ 5,000.00	\$ 5,000.00			\$ -	\$ -	
SUB-TOTAL						\$ 1,439,459.00			\$ -	\$ -	
Reclaimed											
UTILITY PIPE, F&I, DI, RECLAIMED WATER, 16"		4,200	LF		\$ 88.00	\$ 369,600.00			\$ -	\$ -	
REMOVE EXISTING 16" DI - INCLUDING DISCONNECT, CUT AND PLUG EXISTING LINE		3,980	LF		\$ 21.00	\$ 83,580.00			\$ -	\$ -	
UTILITY FIXTURES, F&I, 4" SLEEVE CONNECTION		5	EA		\$ 3,400.00	\$ 17,000.00			\$ -	\$ -	
UTILITY FIXTURES, F&I, 4", RESILIENT WEDGE GATE VALVE AND BOX		5	EA		\$ 1,650.00	\$ 8,250.00			\$ -	\$ -	
UTILITY FIXTURES, F&I, 6", SLEEVE CONNECTION		1	EA		\$ 3,650.00	\$ 3,650.00			\$ -	\$ -	
UTILITY FIXTURES, F&I, 6", RESILIENT WEDGE GATE VALVE AND BOX		1	EA		\$ 1,750.00	\$ 1,750.00			\$ -	\$ -	
UTILITY FIXTURES, F&I, 16", TAPPING SADDLE		0	EA		\$ 4,500.00				\$ -	\$ -	
UTILITY FIXTURES, F&I, 10" SLEEVE CONNECTION		6	EA		\$ 5,000.00	\$ 30,000.00			\$ -	\$ -	
UTILITY FIXTURES, F&I, 10", RESILIENT WEDGE GATE VALVE AND BOX		6	EA		\$ 2,550.00	\$ 15,300.00			\$ -	\$ -	
UTILITY FIXTURES, F&I, 16", SLEEVE, VALVE AND BOX		2	EA		\$ 12,300.00	\$ 24,600.00			\$ -	\$ -	
UTILITY FIXTURES, F&I, 16", RESILIENT WEDGE GATE VALVE ASSEMBLY		4	EA		\$ 5,750.00	\$ 23,000.00			\$ -	\$ -	
4-INCH DI OFFSET		7	EA		\$ 2,950.00	\$ 20,650.00			\$ -	\$ -	
SERVICE LINES		55	EA		\$ 1,900.00	\$ 104,500.00			\$ -	\$ -	
DEWATERING FOR RECLAIMED WATER		1	LS		\$ 2,650.00	\$ 2,650.00			\$ -	\$ -	2 of 4
2" RESTRAINED JOINTS		0	EA		\$ 350.00				\$ -	\$ -	
4" RESTRAINED JOINTS		0	EA		\$ 450.00				\$ -	\$ -	
6" RESTRAINED JOINTS		0	EA		\$ 550.00				\$ -	\$ -	

Reconstruction of Pass A Grille Way from 19th Avenue to W. Maritana Drive

Job Number 985

NET CHANGE: \$ 7,123.73

C			PCF 57				ANCIENT BUTTONWOOD STORM & CONDUIT RE-DESIGN				NOTES
Description of Work	D	E	F	G							
	Quantity	Unit	Unit Price	Scheduled Value							
10" RESTRAINED JOINTS	0	EA	\$ 650.00				\$	-	\$	-	
16" RESTRAINED JOINTS	74	EA	\$ 550.00	\$ 40,700.00			\$	-	\$	-	
2" CONCRETE DEAD MAN	0	EA	\$ 1,200.00				\$	-	\$	-	
4" CONCRETE DEAD MAN	0	EA	\$ 1,300.00				\$	-	\$	-	
6" CONCRETE DEAD MAN	0	EA	\$ 1,500.00				\$	-	\$	-	
8" CONCRETE DEAD MAN	0	EA	\$ 1,600.00				\$	-	\$	-	
10" CONCRETE DEAD MAN	0	EA	\$ 1,800.00				\$	-	\$	-	
16" CONCRETE DEAD MAN	2	EA	\$ 1,510.00	\$ 3,020.00			\$	-	\$	-	
RECLAIMED WATER METER BOXES	55	EA	\$ 310.00	\$ 17,050.00			\$	-	\$	-	
TEMPORARY TIE-INS FOR MOT PHASES	3	EA	\$ 15,800.00	\$ 47,400.00			\$	-	\$	-	
16-INCH DI OFFSET (ALTERNATE)	EA	48	\$ 14,900.00	\$ 715,200.00			\$	-	\$	-	
SUB-TOTAL				\$ 812,700.00			\$	-	\$	-	
Potable Water											
UTILITY PIPE, F&I, DI, POTABLE WATER, 16"	4,580	LF	\$ 101.00	\$ 462,580.00			\$	-	\$	-	
REMOVE EXISTING 16" DI - INCLUDING DISCONNECT, CUT AND PLUG EXISTING LINE	4,370	LF	\$ 25.00	\$ 109,250.00			\$	-	\$	-	
UTILITY PIPE, F&I, PVC, WATER (2")	80	LF	\$ 30.00	\$ 2,400.00			\$	-	\$	-	
UTILITY PIPE, F&I, PVC, WATER (4") NEW!!!!	0	LF	\$ 38.50	\$ -			\$	-	\$	-	
UTILITY PIPE, F&I, PVC, WATER (6")	100	LF	\$ 47.00	\$ 4,700.00			\$	-	\$	-	
UTILITY PIPE, F&I, PVC, WATER (8")	4,410	LF	\$ 51.00	\$ 224,910.00			\$	-	\$	-	
UTILITY PIPE, F&I, PVC, WATER (10")	46	LF	\$ 190.00	\$ 8,740.00			\$	-	\$	-	
UTILITY FIXTURES, F&I, 2", SLEEVE CONNECTION	2	EA	\$ 600.00	\$ 1,200.00			\$	-	\$	-	
UTILITY FIXTURES, F&I, 2"							\$	-	\$	-	
RESILENT WEDGE GATE VALVE ASSEMBLY W/BOX	7	EA	\$ 1,800.00	\$ 12,600.00			\$	-	\$	-	
UTILITY FIXTURES, F&I, 4" SLEEVE CONNECTION	1	EA	\$ 3,200.00	\$ 3,200.00			\$	-	\$	-	
UTILITY FIXTURES, F&I, 4"											
RESILENT WEDGE GATE VALVE AND BOX	1	EA	\$ 2,000.00	\$ 2,000.00			\$	-	\$	-	
UTILITY FIXTURES, F&I, 6", SLEEVE CONNECTION	4	EA	\$ 3,500.00	\$ 14,000.00			\$	-	\$	-	
UTILITY FIXTURES, F&I, 6"											
RESILENT WEDGE GATE VALVE ASSEMBLY W/BOX	4	EA	\$ 2,000.00	\$ 8,000.00			\$	-	\$	-	
UTILITY FIXTURES, F&I, 8", SLEEVE CONNECTION	0	EA	\$ 6,500.00				\$	-	\$	-	
UTILITY FIXTURES, F&I, 8"											
RESILENT WEDGE GATE VALVE ASSEMBLY W/BOX	4	EA	\$ 2,400.00	\$ 9,600.00			\$	-	\$	-	
UTILITY FIXTURES, F&I, 10", SLEEVE CONNECTION	0	EA	\$ 13,000.00				\$	-	\$	-	
UTILITY FIXTURES, F&I, 16", TAPPING SADDLE	0	EA	\$ 6,000.00				\$	-	\$	-	
UTILITY FIXTURES, F&I, 16", TAPPING SADDLE, VALVE AND BOX	4	EA	\$ 14,500.00	\$ 58,000.00			\$	-	\$	-	
UTILITY FIXTURES, F&I, 16", SLEEVE CONNECTION	2	EA	\$ 17,500.00	\$ 35,000.00			\$	-	\$	-	
UTILITY FIXTURES, F&I, 16"											
RESILENT WEDGE GATE VALVE ASSEMBLY W/BOX	5	EA	\$ 6,700.00	\$ 33,500.00			\$	-	\$	-	
4-INCH DI OFFSET ASSEMBLY	0	EA	\$ 7,000.00				\$	-	\$	-	
6-INCH DI OFFSET ASSEMBLY	0	EA	\$ 8,000.00				\$	-	\$	-	
8-INCH DI OFFSET ASSEMBLY	5	EA	\$ 5,000.00	\$ 25,000.00			\$	-	\$	-	
FIRE HYDRANT, F&I, STANDARD, 2 HOSE, ONE PUMPER, 2", 5-1/4" VALVE ASSEMBLY	17	EA	\$ 4,500.00	\$ 76,500.00			\$	-	\$	-	
SERVICE LINES WITH METER (1")	55	EA	\$ 2,100.00	\$ 115,500.00			\$	-	\$	-	
SURVEY, CONTROL, DISINFESTION, TESTING & ADMINSTRATION (POTABLE WATER ONLY)	1	LS	\$ 500.00	\$ 500.00			\$	-	\$	-	
DEWATERING FOR POTABLE WATER	1	LS	\$ 4,000.00	\$ 4,000.00			\$	-	\$	-	
2" RESTRAINED JOINTS	0	EA	\$ 250.00				\$	-	\$	-	
4" RESTRAINED JOINTS	0	EA	\$ 300.00				\$	-	\$	-	
6" RESTRAINED JOINTS	0	EA	\$ 350.00				\$	-	\$	-	
8" RESTRAINED JOINTS	42	EA	\$ 400.00	\$ 16,800.00			\$	-	\$	-	
10" RESTRAINED JOINTS	0	EA	\$ 600.00				\$	-	\$	-	
16" RESTRAINED JOINTS	74	EA	\$ 650.00	\$ 48,100.00			\$	-	\$	-	
2" CONCRETE DEAD MAN	0	EA	\$ 1,200.00				\$	-	\$	-	
4" CONCRETE DEAD MAN	0	EA	\$ 1,300.00				\$	-	\$	-	
6" CONCRETE DEAD MAN	0	EA	\$ 1,500.00				\$	-	\$	-	
8" CONCRETE DEAD MAN	0	EA	\$ 1,600.00				\$	-	\$	-	

3 of 4

Reconstruction of Pass A Grille Way from 19th Avenue to W. Maritana Drive

Job Number 985

NET CHANGE: \$ 7,123.73

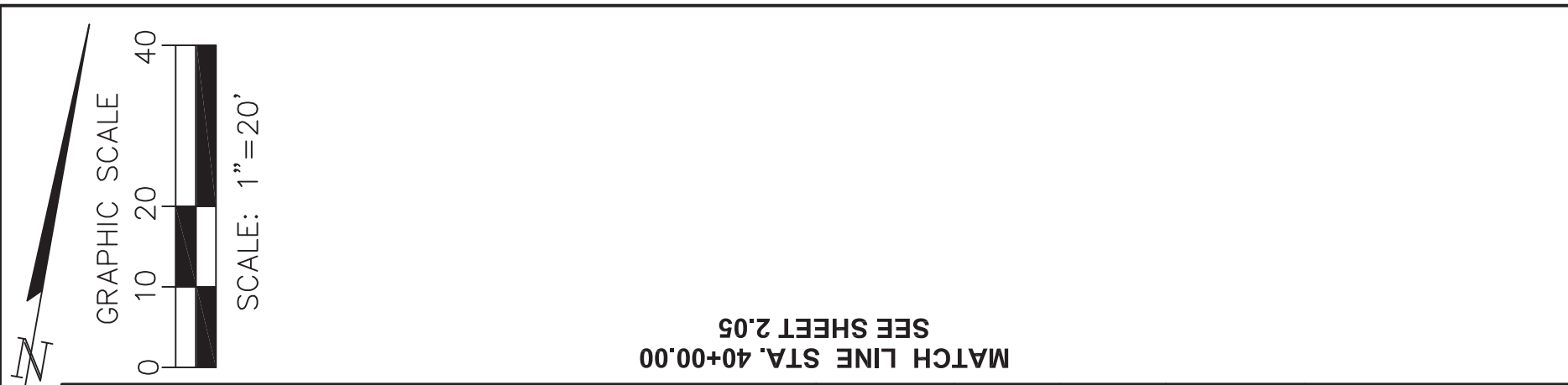
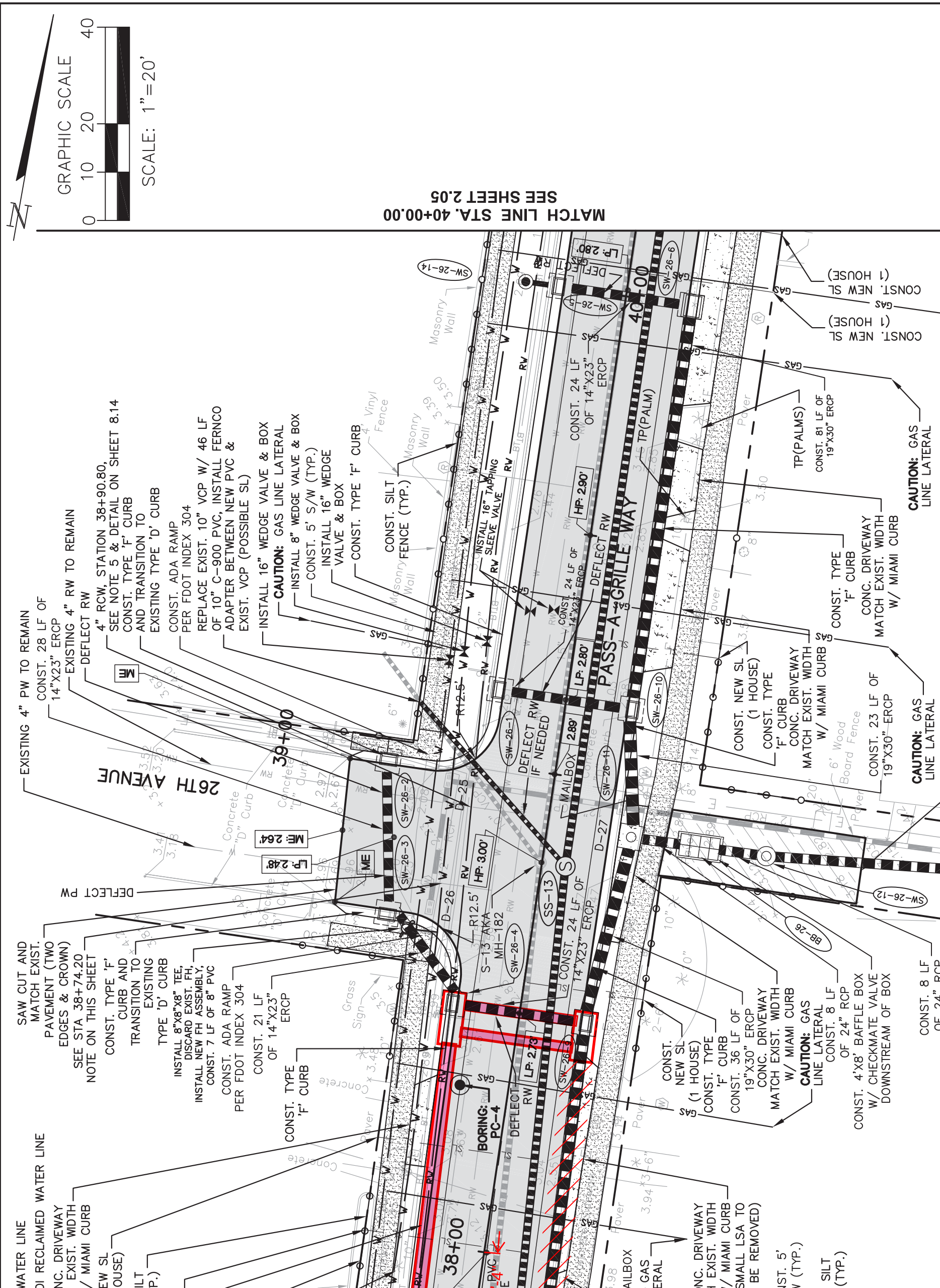
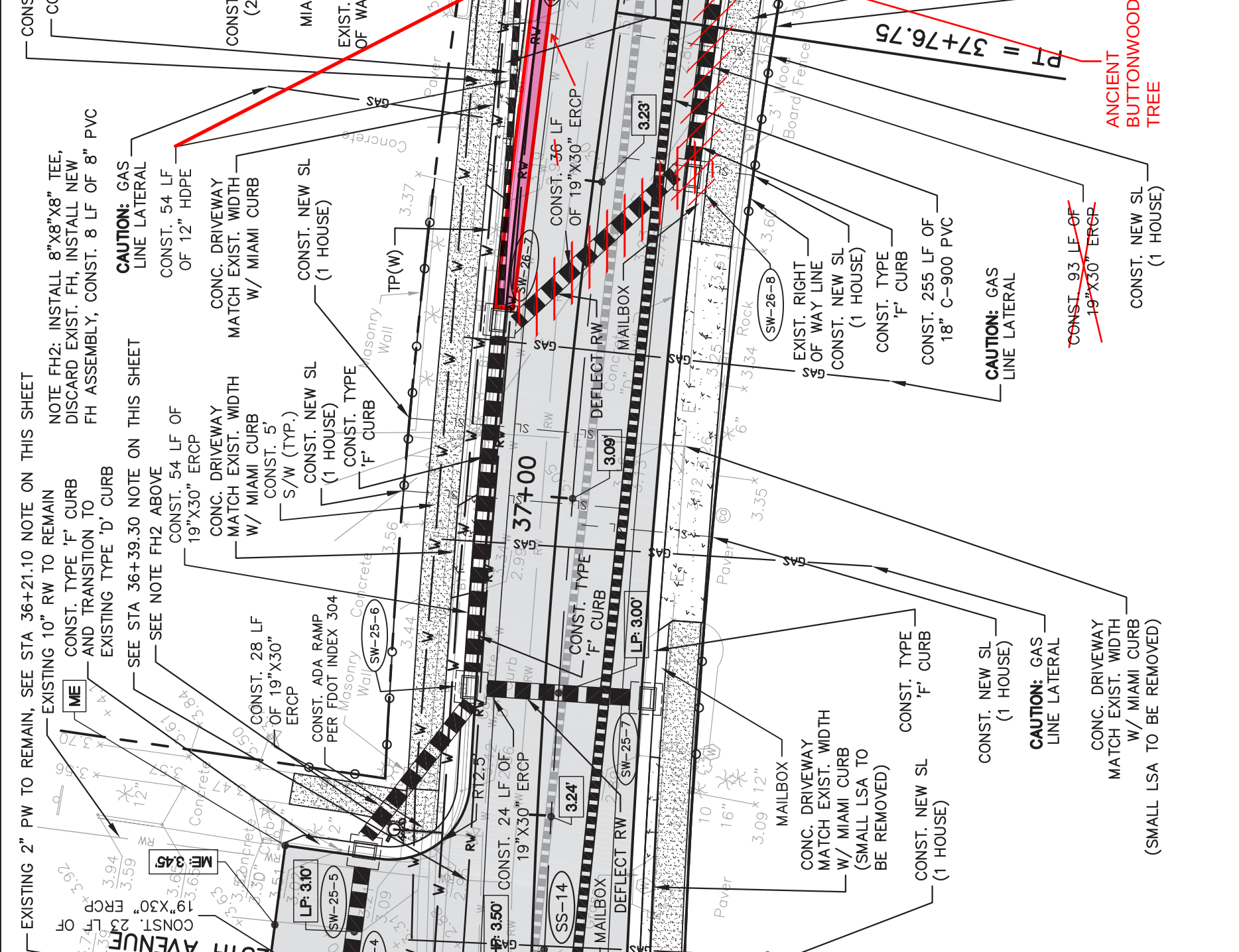
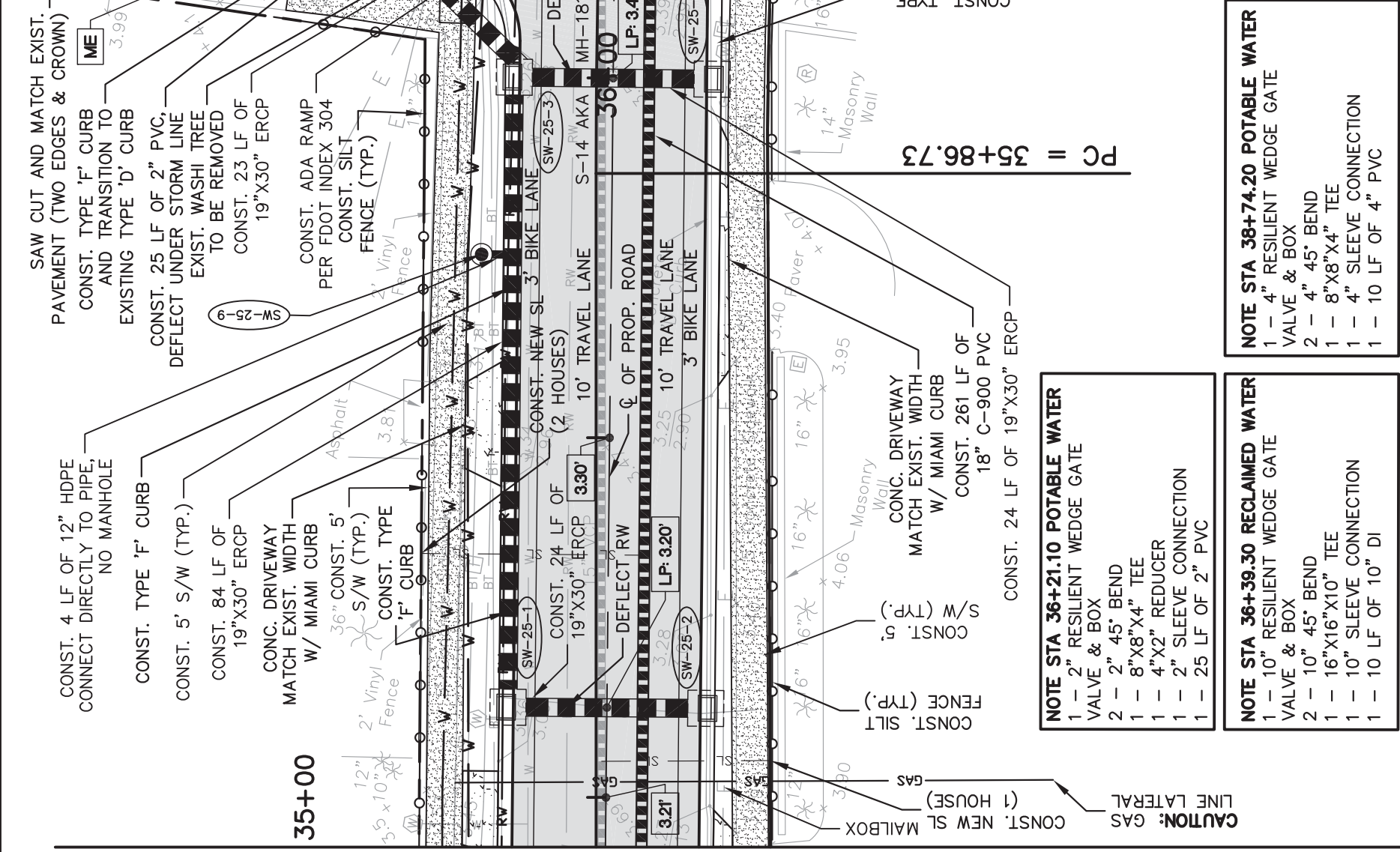
C			PCF 57				ANCIENT BUTTONWOOD STORM & CONDUIT RE-DESIGN				NOTES	
Description of Work			D	E	F	G						
			Quantity	Unit	Unit Price	Scheduled Value						
16" CONCRETE DEAD MAN POTABLE WATER METER BOXES TEMPORARY TIE-INS FOR MOT PHASES		6	EA	\$	1,850.00	\$	11,100.00	\$	-	\$	-	
		55	EA	\$	280.00	\$	15,400.00	\$	-	\$	-	
		3	EA	\$	20,000.00	\$	60,000.00	\$	-	\$	-	
	SUB-TOTAL					\$	1,362,580.00	\$	-	\$	-	
Utility Conduits												
CONDUIT, F&I, OPEN TRENCH			12,675	LF	\$	60.00	\$	760,500.00	\$	-	\$	-
1-2" (TRAFFIC SIGNAL)			40	LF	\$	3.20	\$	128.00	\$	-	\$	-
1-2" (LIGHTING / DUKE)			9,550	LF	\$	3.20	\$	30,560.00	\$	-	\$	-
1-2" (BRIGHTHOUSE)			23,115	LF	\$	3.75	\$	86,681.25	\$	-	\$	-
1-2" (CITY)			12,602	LF	\$	3.80	\$	47,887.60	\$	-	\$	-
1-4" (DUKE)			23,108	LF	\$	5.65	\$	130,560.20	\$	-	\$	-
1-4" (VERIZON)			2,614	LF	\$	6.45	\$	16,860.30	\$	-	\$	-
1-4" (CITY)			12,602	LF	\$	5.75	\$	72,461.50	\$	-	\$	-
1-6" (DUKE)			17,268	FL	\$	8.20	\$	141,597.60	\$	-	\$	-
CONNECT DUKE, BRIGHTHOUSE AND VERIZION TO HOUSES			56	EA	\$	15,000.00	\$	840,000.00	\$	-	\$	-
SUB-TOTAL							\$	2,127,236.45	\$	-	\$	-
Traffic Signal												
SIGNAL CABLE, REPAIR			235	LF	\$	8.30	\$	1,950.50	\$	-	\$	-
ALUMINUM SIGNALS POLE, F&I, PEDESTAL			2	EA	\$	1,775.00	\$	3,550.00	\$	-	\$	-
STEEL MAST ARM ASSEMBLY - RECOATING, COMPLETE POLE ASSEMBLY, BLACK			4	EA	\$	3,000.00	\$	12,000.00	\$	-	\$	-
PEDESTRIAN SIGNAL, F&I, 2 WAY LED COUNTDOWN			2	AS	\$	1,500.00	\$	3,000.00	\$	-	\$	-
VEHICLE DETECTION SYSTEM - VIDEO, F&I, COMPLETE SYSTEM			4	EA	\$	10,000.00	\$	40,000.00	\$	-	\$	-
PEDESTRIAN DETECTOR, F&I, STANDARD			4	EA	\$	900.00	\$	3,600.00	\$	-	\$	-
TRAFFIC CONTROLLER ASSEMBLY, MODIFY			1	AS	\$	1,500.00	\$	1,500.00	\$	-	\$	-
SIGNAL PEDESTRIAN ASSEMBLY, REMOVE			0	EA	\$	500.00			\$	-	\$	-
REMOVE CONDUIT AND CABLING			0	PI	\$	750.00			\$	-	\$	-
SIGNAL EQUIPMENT, MISCELLANEOUS REMOVE			0	PI	\$	750.00			\$	-	\$	-
SUB-TOTAL							\$	65,600.50	\$	-	\$	-
Striping												
SINGLE POST SIGN, F&I, UP TO 12 SF (PED CROSSING)			4	AS	\$	350.00	\$	1,400.00	\$	-	\$	-
SINGLE POST SIGN, F&I, UP TO 12 SF (STOP SIGN)			9	AS	\$	300.00	\$	2,700.00	\$	-	\$	-
SINGLE POST SIGN, RELOCATE			18	EA	\$	200.00	\$	3,600.00	\$	-	\$	-
SINGLE POST SIGN, REMOVE			15	EA	\$	15.00	\$	225.00	\$	-	\$	-
RETRO-REFLECTIVE PAVEMENT MARKERS, Y/Y			207	EA	\$	4.50	\$	931.50	\$	-	\$	-
THERMOPLASTIC PAVEMENT MARKINGS, STD, WHITE, 4" SOLID LONGITUDINAL (PARKING SPOT)			500	LF	\$	2.00	\$	1,000.00	\$	-	\$	-
THERMOPLASTIC PAVEMENT MARKINGS, STD, WHITE, 6" SOLID LONGITUDINAL			7,625	LF	\$	1.00	\$	7,625.00	\$	-	\$	-
THERMOPLASTIC PAVEMENT MARKINGS, STD, WHITE, 12" SOLID LONGITUDINAL			298	LF	\$	2.00	\$	596.00	\$	-	\$	-
THERMOPLASTIC PAVEMENT MARKINGS, STD, WHITE, 24" SOLID LONGITUDINAL			200	LF	\$	3.50	\$	700.00	\$	-	\$	-
THERMOPLASTIC PAVEMENT MARKINGS, STD, WHITE, 6" DOTTED/GUIDELINES, 2-4 SKIP			424	LF	\$	1.50	\$	636.00	\$	-	\$	-
THERMOPLASTIC, STD, WHITE, MESSAGE (NO PARKING)			6	EA	\$	135.00	\$	810.00	\$	-	\$	-
THERMOPLASTIC, STD, WHITE, MESSAGE (BIKE)			12	EA	\$	220.00	\$	2,640.00	\$	-	\$	-
THERMOPLASTIC, STD, WHITE, ARROW			2	EA	\$	75.00	\$	150.00	\$	-	\$	-
THERMOPLASTIC PAVEMENT MARKINGS, STD, YELLOW, 6" SOLID LONGITUDINAL			8,231	LF	\$	1.00	\$	8,231.00	\$	-	\$	-
THERMOPLASTIC PAVEMENT MARKINGS, STD, YELLOW, 6" SOLID LONGITUDINAL DIAGONAL			270	LF	\$	2.00	\$	540.00	\$	-	\$	-
SUB-TOTAL							\$	31,784.50	\$	-	\$	-
Total Base Bid							\$	13,570,956.20				

Box #	Box Type	Original Material \$	Resusable Material	New Material \$	Original Labor \$	New Labor \$	Notes
SW-26-4	9 Square	\$ 1,091.00	\$ -	\$ 1,705.00	\$ 1,909.00	\$ 2,409.00	ORIGINAL BOX WAS NEVER MADE, MATERIAL AND LABOR INCREASES REFLECT LARGER BOX (WENT FROM 4'X4' TO 5'X7')
SW-26-7	9 Square	\$ 1,091.00	\$ -	\$ 1,091.00	\$ 1,909.00	\$ 2,809.00	USING ORIGINAL BOX, BUT BRICKING EAST SIDE SHUT AND CUTTING A HOLE IN THE NORTH SIDE. THEREFORE NO INCREASE IN MATERIAL, BUT INCREASE IN LABOR.
SW-26-8	9 Round	\$ 1,091.00	\$ 525.00	\$ 566.00	\$ 1,909.00	\$ (1,909.00)	THIS BOX IS DELETED. THE ORIGINAL BASE & TOP SLAB CANNOT BE RE-USED, BUT THE ORIGINAL FRAME AND GRATE CAN BE RE-USED. THEREFORE THE CREDIT IS FOR THE LABOR AND THE FRAME AND GRATE
SW-26-9	9 Square	\$ 1,091.00	\$ 525.00	\$ 2,271.00	\$ 1,909.00	\$ 2,409.00	THE ORIGINAL BASE & TOP SLAB CANNOT BE RE-USED, BUT THE FRAME AND GRATE CAN BE RE-USED. MATERIAL AND LABOR INCREASES REFLECT LARGER BOX (WENT FROM 4'X4' TO 5'X7')
Subtotal		\$ 4,364.00	\$ 1,050.00	\$ 5,633.00	\$ 7,636.00	\$ 5,718.00	

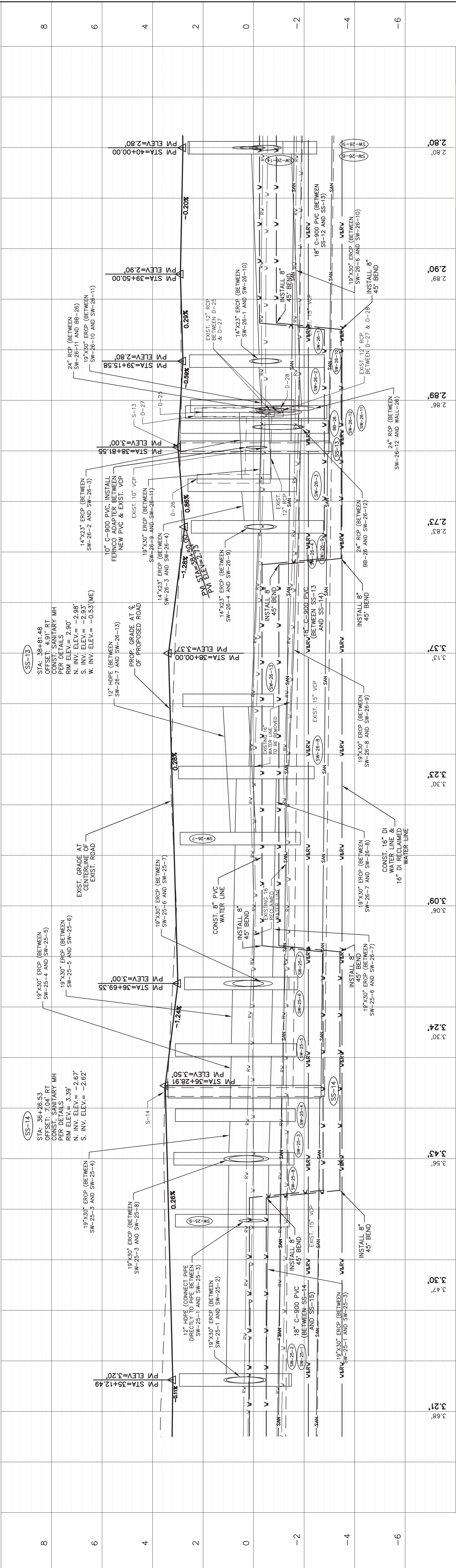
Total New Material & New Labor
Each (\$3,000.00 per Unit)

\$ 11,351.00
3.78

NOTES:
1. LEADOT SUMP TO BE CONSTRUCTED AT ALL NEW DRAINAGE INLETS AND DRAINAGE MANHOLES.
2. SILT FENCE TO BE STAKED ALONG WITH THE R/W LINE. SEE SHEET 2.03 FOR DETAILS.
3. OPENINGS FOR EXISTING DRIVEWAYS TO REMAIN. EXISTING DRIVEWAYS WHERE NEW DRIVEWAYS ARE PROPOSED TO BE CONSTRUCTED.
4. ALL HANDICAP RAMPS (ADA RAMPS) TO BE CONSTRUCTED PER 2010 ADA STANDARDS.
5. ALL MAILBOXES TO BE RESET TO ALLOW ACCESS FROM ROADWAY.
6. PLANTERS DENOTED IN PLANS TO BE REMOVED AND RETURNED TO OWNER.
7. EXISTING SANITARY LATERALS TO BE REPLACED FROM THE PROP. PIPE TO THE R/W LINE. A CLEANOUT IS TO BE INSTALLED AT THE R/W LINE. SEE DETAIL SHEETS.



NOTES (CONTINUED):
8. ALL THE WATER MAINS AND SANITARY LATERALS TO BE RECLAIMED CONSTRUCTION SHALL BE IN ACCORDANCE TO THE PINELLAS COUNTY UTILITIES SPECIFICATIONS/STANDARD SPECIFICATIONS AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WATER RULES AND REGULATIONS.
9. THE WATER DISTRIBUTION MAINS AND TRANSMISSION MAINS IS TO BE CONSTRUCTED, PRESSURE TESTED, SIZED, AND RECLAIMED FOR THE REMOVAL OF THE EXISTING/TRANSFER OF SERVICES.
10. SAMPLING POINT FOR WATER MAINS TO BE INSTALLED AT EVERY 500 LF OF NEWLY INSTALLED PIPES.
11. SAMPLING POINT FOR WATER MAINS TO BE INSTALLED AT EVERY 1,200 LF OF NEWLY INSTALLED PIPES.
12. THE ALL EXISTING SERVICES, WATER METERS AND FIRE HYDRANTS TO REMAIN TO THE NEW 8\"/>



JOB No.	PAWG	DESIGNED	JJE	DRAWN	LKS	CHECKED	JJE	DATE	04/27/2015	No.	DATE	BY	APP	REVISION
CITY OF ST. PETE BEACH														
STREET IMPROVEMENTS														
PASS-A-GRIFFLE WAY														
PLAN & PROFILE														
STA 35+00 - 40+00														
SHEET NUMBER														
2.04														



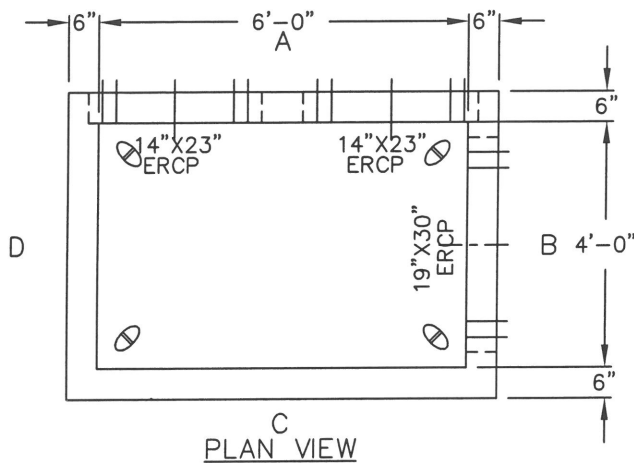
CPW&G
CRIBB PHILBECK WEAVER GROUP



ST. PETE BEACH
THE SPIRIT OF FLORIDA



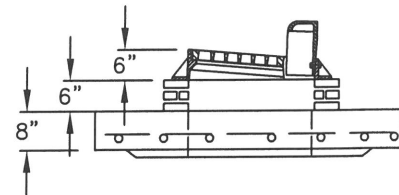
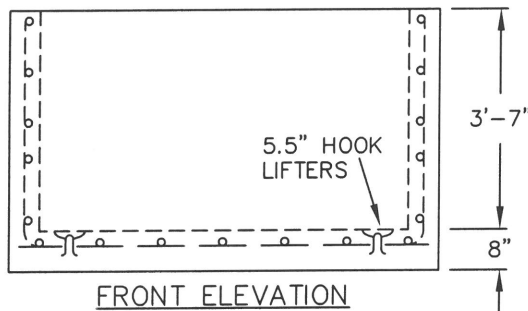
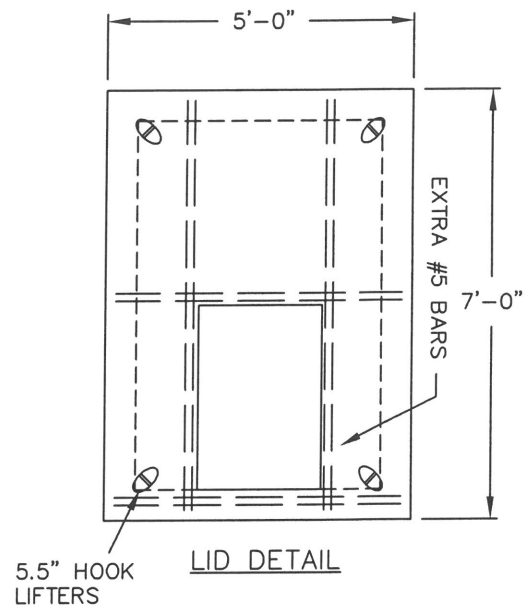
ST. PETE BEACH
ENGINEER OF RECORD
P.E. NO. 49935
708 LITHIA PINELAKE ROAD, SUITE 101,
ST. PETE BEACH, FLORIDA 33711
PHONE: (407) 237-5805



TOP ELEVATION: 2.47
 INVERT ELEVATION: -1.77
 CUT HEIGHT: 4.24
 ADJUSTMENT: -1.67 +1.00
 CALCULATED HEIGHT: 3.57

NOTE:

1. INSPECT & STAMP: NO



SW-26-9

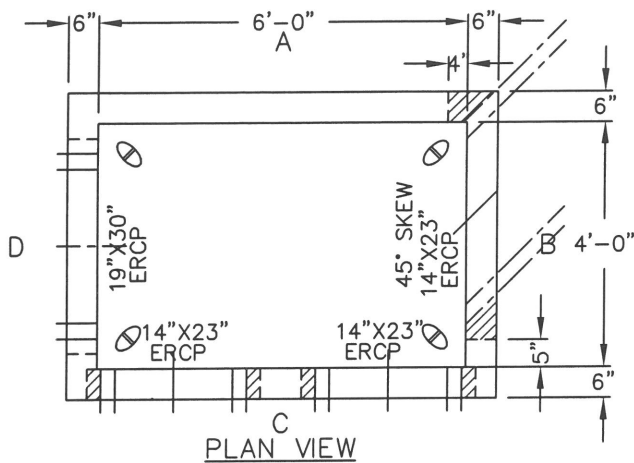
STRUCTURE TYPE "J-9" FDOT INDEX 200 & 201 & 211

GRADE 60 STEEL
 4000 PSI CONCRETE TYPE II CEMENT

PROPERTY OF OLDCASTLE PRECAST, NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT.

WALLS	PIPE SIZE	PIPE INVERT	HOLE SIZE	HOLE UP	PRODUCTION YARDAGE	WEIGHTS	REINFORCEMENT
A	14"X23" ERCP	-0.90	25"X34" ELLIPTICAL	1'-5"	BASE:	7,924	3400
A	14"X23" ERCP	-0.90	25"X34" ELLIPTICAL	1'-5"	WALL:	2.03 CYDS	4524
B	19"X30" ERCP	-1.77	31"X42" ELLIPTICAL	0'-6"	LID:	0.81 CYDS	3154
					TOTAL:		11,078
REMARKS:					CASTING:		USF 5130-6016
					STEEL WT.:		CONC WT.:
 Oldcastle™ Precast, Inc. 2140 PONDELLA ROAD • CAPE CORAL, FLORIDA 33909-5134 (239) 574-8896 • FAX: (239) 574-1419					DRAWN: EW		DATE:
					CHECKED:		DATE:
					PRODUCED:		SHIPPED:
					STR. NO.: SW-26-9	S.O. NO.: 99511	LN. NO.:
NELSON					DRAWING NO.: J76040.DWG		LOC.:
PASS A GRILLE					SCALE: 1" = 3'	SHEET: OF	

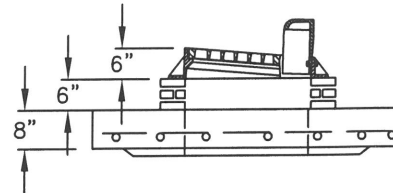
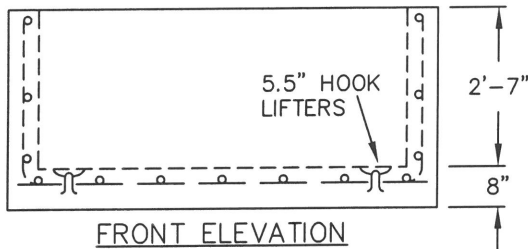
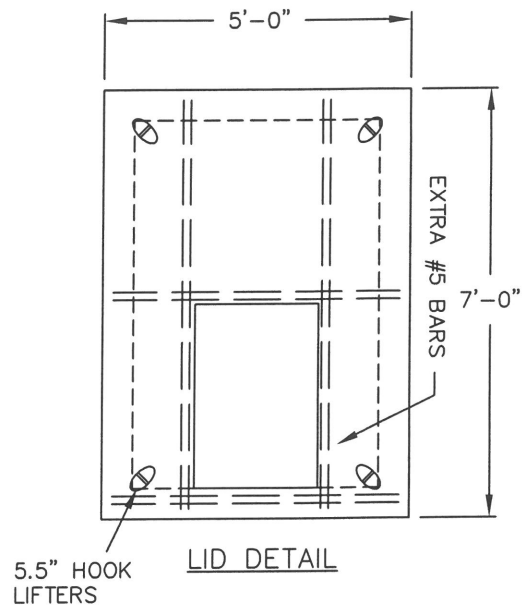
J76040



TOP ELEVATION: 2.47
 INVERT ELEVATION: -0.80
 CUT HEIGHT: 3.27
 ADJUSTMENT: -1.67 +1.00
 CALCULATED HEIGHT: 2.60

NOTE:

1. INSPECT & STAMP: NO



SW-26-4

STRUCTURE TYPE "J-9" FDOT INDEX 200 & 201 & 211

GRADE 60 STEEL
 4000 PSI CONCRETE TYPE II CEMENT

WALLS	PIPE SIZE	PIPE INVERT	HOLE SIZE	HOLE UP	PRODUCTION YARDAGE	WEIGHTS	REINFORCEMENT
C	14"X23" ERCP	-0.80	25"X34" ELLIPTICAL	0'-6"	BASE:	5,601	3400
C	14"X23" ERCP	-0.80	25"X34" ELLIPTICAL	0'-6"	WALL:	1.43 CYDS	2201
A,B	14"X23" ERCP	-0.80	BLOCKOUT X 25" H	0'-6"	LID:	0.81 CYDS	3154
D	19"X30" ERCP	-0.80	31"X42" ELLIPTICAL	0'-6"			
					TOTAL:		8,755

REMARKS:

CASTING:

USF 5130-6016

STEEL WT.:

CONC WT.:



Oldcastle™ Precast, Inc.

2140 PONDELLA ROAD • CAPE CORAL, FLORIDA 33909-5134
 (239) 574-8896 • FAX: (239) 574-1419

NELSON
 PASS A GRILLE

DRAWN: EW

DATE:

CHECKED:

DATE:

PRODUCED:

SHIPPED:

STR. NO.: SW-26-4

S.O. NO.: 99511

LN. NO.:

DRAWING NO.: J76040.DWG

LOC.:

SCALE: 1" = 3'

SHEET: OF

PROPERTY OF OLDCASTLE PRECAST, NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT.

J76040

**St. Pete Beach City Commission
Agenda Report**

Issue

Considered: Authorize the City Manager to enter into a Purchasing Agreement with Heyward Incorporated for \$24,750 to retrofit the existing odor control system at wastewater Pump Station #2.

Date: August 23, 2016

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

The recently completed reconstruction of wastewater Pump Station #2 included the installation of a carbon media-based odor control system by Heyward, Incorporated. Based on data recently obtained from the unit, the carbon media appears to be expiring significantly sooner than projected during the design of that station. This expiration rate and the subsequent increase in frequency of replacement of the carbon media have made the use of an alternative, biological media-based system more cost effective long term.

Based on this information, the City plans to retrofit the station with a biological media-based system. The attached proposal to install this system includes a credit from Heyward Incorporated to take back the carbon media-based unit they originally installed.

Funding: Buildings and Grounds (R/M Other) - 101-6107-535-5462

**Requested
Motion:**

“I move to authorize the City Manager to enter into a Purchasing Agreement with Heyward Incorporated for \$24,750 to retrofit the existing odor control system at wastewater Pump Station #2.”

Attachments: Proposal from Heyward, Incorporated

**Reviewed by
City Manager:** WS



“Serving the Southeast Since 1908”

415 Country Club Drive - Winter Park, FL 32789 - PH:407.628.1880 FX:407.628.9860

HIBOCS ODOR CONTROL SYSTEMS

“Simple... Economical... Effective!”

July 20, 2016

PROJECT NAME		City of St. Pete Beach Pump Station #2 Biotrickling Filter Retrofit
Biotrickling Filter	<i>HIBOCS</i> MODEL#	One (1) HIBOCS-100 Retrofit
Carbon Polisher	<i>HICARB</i> MODEL#	N/A

Parameter	Units	Min / Max / Avg			Comments / Notes
Airflow	CFM			350	
H2S Inlet	PPM		100	50	
H2S Removal	%			99	24 Hour average
Water Usage	GPD	250	1000	500	
Drain Water	pH	2	4	3	

Individual System Components:

-] One (1) 5'-4" diameter x 8'-1" tall vessel (OAH with discharge stack)) constructed of a black UV resistant cross-linked HDPE vessel
-] One (1) 6" inlet, one (1) 8" outlet
-] 1.5" diameter drain, recirculation, and overflow fittings
-] 100-cubic feet (2 Super-Sacs) of "high surface" synthetic media for installation in HIBOCS-100 vessel
-] One (1) HIBOCS-CS10 Control Skid pre-plumbed and pre-wired with weather hood to include the following:

- One (1) Water Panel with PRV, adjustable water flow control valve, motor actuator valve, pressure gage, flow meter, and a 30-gpd nutrient feed pump mounted in a NEMA 4X FRP enclosure
- One (1) Water Timer Panel with three (3) adjustable process sequence timers mounted in a NEMA 4X FRP enclosure
- One (1) 3-phase to 110V single phase transformer mounted in a NEMA 3R enclosure
- One (1) 1/3-hp 110V recirculation pump
- One (1) 30-gallon black poly nutrient tank with fresh water fill valve
- One (1) recirculation line strainer
- One (1) recirculation line backflow valve

-) Delivery to the job site
-) Installation support and guidance
-) Start-up/optimization assistance, performance testing (OdaLog) and monitoring
-) Four (4) quarterly trips to sites during first year of operation for performance testing and optimization of equipment
-) Ten (10) year non-prorated warranty on HIBOCS synthetic media
-) Three (3) year warranty on all HIBOCS system components

Existing Components to be Reused:

-) One (1) 10-inch cast aluminum blower with 2-hp 208-230/460/3ph/60 stainless steel washdown/inverter duty motor mounted on an aluminum base, capable of up to 650 cfm @8" w.c.
-) One (1) VFD blower controller mounted in a NEMA 4X enclosure
-) One (1) PVC grease separator

Owners Responsibilities:

-) |Concrete foundation slab
-) |Provision and connection of drain, power, and irrigation water supply to HIBOCS Control Skid
-) |Off loading of the components and storage
-) |Placement and assembly of the system components
-) |Installation and assembly of water lines
-) |Applicable Taxes
-) |Any other equipment and/or services not specifically described above

Delivery:

-) | Six (6) to eight (8) weeks after receipt of approved submittals
-) Submittals require 2-3 weeks from receipt of approved order

Price:

) One (1) HIBOCS-100 biological odor control system.....**\$24,750.00**

PROCESS DESCRIPTION

HIBOCS biological odor control systems utilize a synthetic media to provide an optimal site for growth of microorganisms (aka: biomass). This media has a high surface/high void area for optimal treatment in a small footprint. Microorganisms that attach to the media are capable of removing H₂S and other odorous VOC's when they are contacted by these compounds in the odorous air stream. A blower sends the odorous air from the odor source to the media at the bottom of the vessel where the air passes upward through the vessel and media. As the air travels upward it comes in contact with the biomass growing on the media. The media is periodically supplied with water and nutrients through a control panel timed sequence which keeps the biological population healthy. This counter –current flow of air and water/nutrients enhances the mass transfer to the media where the biological sulfur reduction takes place degrading the odorous compounds to sulfuric acid and other soluble sulfates which are removed in the drain water.

ADVANTAGES OF A HIBOCS SYSTEM

The **HIBOCS** biological odor control systems offer the following advantages:

- Minimum energy consumption due to low pressure loss through system
- Small footprint
- No use of dangerous and expensive chemicals such as caustic soda and bleach
- Simple process that requires minimal maintenance and operator attention
- Green technology with no harmful residuals
- Media that does not require replacement or disposal
- Proven technology

Warranties

Equipment: All new equipment supplied by Heyward Florida Incorporated is warranted against defects in material and workmanship for a period of 36 months after the date of equipment delivery. In the event it is determined that a defect exists in such equipment, Heyward Florida Incorporated's sole obligation shall be to repair or replace the defective equipment. This is extended to the peripheral items such blowers, pumps, control panels.

Media: Heyward Florida Incorporated warrants the synthetic media against defects in material and workmanship for a period of ten (10) years from equipment delivery. In the

event it is determined that a defect exists in the media, Heyward Florida Incorporated's sole obligation shall be to provide replacement media.

Terms & Conditions

1. Purchase Orders

All purchase orders shall be addressed to Heyward Florida Incorporated, Winter Park, Florida and shall be subject to acceptance by Heyward Florida Incorporated.

2. Exceptions

Sale of equipment and services identified on the face of this quotation will be solely upon the terms and conditions set forth herein. These terms and conditions supersede and reject any conflicting terms and conditions of the purchaser, any statement in the purchaser's terms and conditions to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you. We shall not be deemed to have waived any of our terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Heyward Florida Incorporated.

3. Credit

All purchase orders received are subject to credit approval of Heyward Florida Incorporated. We reserve the right to suspend or delay shipments of material covered by your purchase order if, in our opinion, there is sufficient reason to suspect potential payment default. In such a case, in addition to any other remedies herein or by law provided, cash payment of satisfactory security from you may be required by us before shipment of material is made. Acceptance by us of less than full payment shall not be a waiver of any of our rights.

4. Shipment

All shipments will be made F.O.B. shipping point unless otherwise specified in this quotation. In the absence of specific instructions, Heyward Florida Incorporated will select the carrier. Title to and risk of loss for the material shall pass to the purchaser upon delivery to the carrier or delivery service. Material held for the purchaser or stored for the purchaser shall be at the risk and expense of the purchaser.

5. Seller's Liability

Seller shall not be liable for any loss, damage, cost of repair, incidental or consequential damage of any kind, whether based upon warranty, contract or negligence, and arising in connection with the sale, use or repair of the products. Seller's maximum liability shall not in any case exceed the contract price for the products claimed to be defective or unsuitable.

6. Returned Goods

Heyward Florida Incorporated will not accept products for return unless prior written permission of Heyward Florida Incorporated has been obtained.

7. Backcharges

Under no circumstances will Heyward Florida Incorporated accept any backcharge from the contractor or owner unless Heyward Florida Incorporated participated in and agreed to, in writing, with the decisions which resulted in the backcharge.

8. Errors

Heyward Florida Incorporated reserves the right to correct clerical or stenographic errors or omissions.

9. Field Service

Whenever a Field Service Representative is provided by Heyward Florida Incorporated, the representative shall act only in an advisory capacity. He will interpret the Company's drawings, advise the purchaser regarding the sequence of steps in erection, installation, inspection, start-up, dismantling or repairs and explain features and components of the Company's products and their function. He will offer constructive criticism of work conditions, methods, and procedures at the job site. He will not be required to superintend or supervise personnel supplied by the purchaser or train them in their respective crafts in connection with the performance of their work. If, however, at the request of the purchaser and if Heyward Florida Incorporated agrees that the representative will act in another capacity, he shall do so in accordance with normal standards of the industry for that type of work. Whenever Heyward Florida Incorporated is involved in rehabilitative work for a customer, there is no warranty extended that repair or rehabilitative work performed will be successful. All risk in such cases shall be with the purchaser and decisions with respect to repair or replacement of the purchaser's equipment or parts thereof, shall remain solely with the purchaser. Neither Heyward Florida Incorporated nor the representative shall be responsible for any acts, omissions, or workmanship of employees, contractors, subcontractors, or agents of the purchaser or for their failure to follow the advice or instructions of the representative.

10. Purchaser's Responsibility

Purchaser shall furnish at his own expense and responsibility, all cranes, rigging, tools, facilities and equipment, material and repair or replacement parts, together with sufficient skilled and common labor and foreman, supervisors, and interpreters for the efficient performance of all work. He shall further designate a person in his organization to represent him fully at the site in all contacts and dealings with the representative. The purchaser's representative shall be responsible for coordinating the work and shall be in charge of the labor, material, supplies, tools and facilities to be furnished by the purchaser. Purchaser's representative shall inspect and shall be authorized to accept all details of the work as they are completed.

11. Entire Agreement

Terms and provisions contained in this proposal shall constitute the entire agreement between Heyward Florida Incorporated and the person of organization to whom this proposal is directed.

Received and accepted by:

Company/Municipality Name

Company/Municipal Representative

Date

**St. Pete Beach City Commission
Agenda Report**

Issue

Considered: Authorize the City Manager to execute a change order to the existing agreement with Wharton-Smith, Inc. for \$22,915.46 to modify the type of odor control system to be installed at wastewater Pump Station #3.

Date: August 23, 2016

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

The design documents for the ongoing reconstruction of wastewater Pump Station #3 specified a carbon media-based odor control system similar to the system recently installed at Pump Station #2. Based on data recently obtained from the unit at Station #2, however, the carbon media appears to be expiring significantly sooner than projected during the design of that station. This expiration rate and the subsequent increase in required frequency of replacement of the carbon media have made the use of an alternative, biological media-based system more cost effective long term. Based on this information, the City plans to replace both the existing unit at Station #2 and the proposed unit at Station #3 with biological media-based systems.

This Change Order (titled "RFP – 02") presents the cost associated with installing the biological media-based system at Station #3, which includes a credit to the City for the carbon media-based system which was to be installed and was included in Wharton Smith's existing contract.

Funding: CIP – Pump Station #3

**Requested
Motion:**

"I move to authorize the City Manager to execute a change order to the existing agreement with Wharton-Smith, Inc. for \$22,915.46 to modify the type of odor control system to be installed at wastewater Pump Station #3."

Attachments: Change Order (titled "RFP – 02")

**Reviewed by
City Manager:**

WS



Wharton-Smith, Inc.
CONSTRUCTION GROUP

July 21st, 2016

City of St Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Attention: Ian Wade

Re: St Pete Beach Pump Station No. 3 Rehabilitation

Subject: RFP – 02: Odor Control System

Mr. Wade,

Per the Engineer's email dated 6-30-2016 and the revised contract drawing dated 7-14-2016, the following cost proposal includes all labor, material, equipment and supervision to install a biological odor control unit in lieu of the specified carbon odor control unit.

The cost associated with the changes described above is \$22,915.46.

Note, per the attached proposal the lead time for submittals is 2-3 weeks with fabrication being approximately 8 weeks. Wharton-Smith reserves the right to request additional time for the approval, procurement and installation of the scope outlined in the attached proposal.

Please review the attached cost proposal and provide formal approval so we may begin procurement and execution of this work. Only the items listed above and in the summary are included in this scope of work. No cost allowance has been made for items of work not contained in this proposal, and are specifically excluded.

If you have any questions, please feel free to contact me.

Sincerely,

Scott Griffith
Assistant Project Manager

Wharton-Smith, Inc.

File C-8A



PROPOSAL SUMMARY

Revision 0

#	DESCRIPTION				NOTES
1	St Pete Beach Pump Station #3				
2	RFP - 01 includes all labor, material, equipment and supervision to install a biological odor control unit per the email from the Engineer dated 6-30-2016 and the revised contract drawing dated 7-14-2016. The Contract Time Extension due to this Additional Work Scope is 0 calendar days.				
3					
4					
5					
6					
7					
8					
9					
10	MATERIALS			TOTAL	
11	From Page 2			\$ 17,260.00	
12			Tax 7.00%	\$ 1,208.20	\$ 18,468.20
13			Fee 15.0%	\$ 2,770.23	\$ 21,238.43
14					\$ 21,238.43
15					
16	LABOR	HRS	AVG \$ / HR	TOTAL	
17	From Page 3	32	\$ 42.68	\$ 1,365.60	
18			Subtotal	\$ 1,365.60	
19			Fee 15.0%	\$ 204.84	\$ 1,570.44
20					\$ 1,570.44
21					
22	TOOLS & EQUIPMENT			TOTAL	
23	From Page 4			\$ 86.62	
24			Tax 7.00%	\$ 6.06	\$ 92.69
25			Fee 15.0%	\$ 13.90	\$ 106.59
26					\$ 106.59
27					
28	SUBCONTRACTS	INV		TOTAL	
29					
30					
31					
32			Subtotal	\$ -	
33			Fee 15.0%	\$ -	\$ -
34					\$ -
35					
36	OTHER	QTY	REFERENCE	TOTAL	
37	Extended Overhead		Days * Cost Per Day	\$ -	
38	Additional Insurance	0.00%	M + L + T&E + S	\$ 22,915.46	\$ -
39	Additional Bond	0.00%	M + L + T&E + S	\$ 22,915.46	\$ -
40			Subtotal	\$ -	
41			OH&P 0.0%	\$ -	\$ -
42					\$ -
43					
44	FINAL QUOTE TOTAL			TOTAL	
45				\$ 22,915.46	
46					
47				\$ 22,915.46	



LABOR ESTIMATE

#	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Superintendant			\$ 65.00	\$ 97.50	\$ -	\$ -	\$ -	
2	Sr. Superintendant			\$ 75.42	\$ 113.13	\$ -	\$ -	\$ -	
3					\$ -	\$ -	\$ -	\$ -	
4	Craft Foreman	4		\$ 38.80	\$ 58.20	\$ 155.20	\$ -	\$ 155.20	Install additional Skid
5	Carpenter	4		\$ 35.00	\$ 52.50	\$ 140.00	\$ -	\$ 140.00	
6	Laborer			\$ 32.29	\$ 48.44	\$ -	\$ -	\$ -	
7					\$ -	\$ -	\$ -	\$ -	
8	Craft Foreman	8		\$ 38.80	\$ 58.20	\$ 310.40	\$ -	\$ 310.40	Misc PVC Piping
9	Carpenter	8		\$ 35.00	\$ 52.50	\$ 280.00	\$ -	\$ 280.00	
10	Laborer			\$ 32.29	\$ 48.44	\$ -	\$ -	\$ -	
11					\$ -	\$ -	\$ -	\$ -	
12	Craft Foreman			\$ 38.80	\$ 58.20	\$ -	\$ -	\$ -	
13	Carpenter			\$ 35.00	\$ 52.50	\$ -	\$ -	\$ -	
14	Laborer			\$ 32.29	\$ 48.44	\$ -	\$ -	\$ -	
15					\$ -	\$ -	\$ -	\$ -	
16					\$ -	\$ -	\$ -	\$ -	
17		24.0	0.0			\$ 885.60	\$ -		
18		24.0						\$ 885.60	
19									
20	ADJUSTMENTS	%		HRS		RATE / HR		TOTAL	
21	Material Handling			0		\$ 32.00		\$ -	
22	Testing & Cleaning			0		\$ 32.00		\$ -	
23	Warranty & Punchlist			0		\$ 32.00		\$ -	
24				0				\$ -	
25									
26	PROJECT MANAGEMENT			HRS		RATE / HR		TOTAL	
27	VP / Regional Manager					\$ 120.00		\$ -	
28	Project Executive					\$ 100.00		\$ -	
29	Senior Project Manager					\$ 90.00		\$ -	
30	Project Manager					\$ 85.00		\$ -	
31	Project Engineer			8		\$ 60.00		\$ 480.00	
32	Accountant					\$ 55.00		\$ -	
33				8.0				\$ 480.00	
34									
35	LABOR SUBTOTAL			HRS		AVG \$ / HR		TOTAL	
36	Manhours	24.00	0.0	8.0		32.0	\$ 42.68	\$ 1,365.60	
37						32.0			
38							\$	1,365.60	
39									



MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1	HIBOCS Biological OCS		1	LS	\$ 35,750.00	\$ 35,750.00	
2						\$ -	
3	HICARB OCS		1	LS	\$ (19,000.00)	\$ (19,000.00)	
4						\$ -	
5	Anchor Bolts		1	LS	\$ 100.00	\$ 100.00	Additional Skids
6						\$ -	
7	PVC Ball Valves		3	EA	\$ 95.00	\$ 285.00	True Union
8						\$ -	
9	PVC Pipe		1	LS	\$ 75.00	\$ 75.00	
10						\$ -	
11	6" Gate Valve		1	EA	\$ 25.00	\$ 25.00	Difference in size from 4"
12						\$ -	
13	PVC Glue and Primer		1	LS	\$ 25.00	\$ 25.00	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ 17,260.00	
33	MATERIAL SUBTOTAL					TOTAL	
34						\$ 17,260.00	
35					\$ 17,260.00		



EQUIPMENT ESTIMATE

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 1,366		4%	\$ 54.62	
2	Consumables	\$1.00 / Labor Hr	32.0		\$ 1.00	\$ 32.00	
3						\$ -	
4						\$ 86.62	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck			Day		\$ -	
8	Dumpsters			Per Load		\$ -	
9	Heaters			Day		\$ -	
10	Rental Plates			Mths		\$ -	
11	Rubber Tire Hoe			wks		\$ -	
12						\$ -	
13						\$ -	
14							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
16	Core Machine			Day		\$ -	
17	Temporary Scaffolding			Day		\$ -	
18	Sump Pump			Day		\$ -	
19	Lull			Days		\$ -	
20	Backhoe			Day		\$ -	
21	Cutoff Saw			Day		\$ -	
22	150 Ton Crane			Day		\$ -	
23	240 Ton Crane			Hr		\$ -	
24	240 Ton Crane Mob/Demob			LS		\$ -	
25						\$ -	
26							
#	FUEL	DESCRIPTION		Rate	REF	TOTAL	
28	Equipment Fuel	8% Fueled Equipment Cost		15%	\$ -	\$ -	
29						\$ -	
30							
31							
#	EQUIPMENT SUBTOTAL					TOTAL	
33						\$ 86.62	
34							
35						\$ 86.62	

Scott Griffith

From: Jordan.Walker@kimley-horn.com
Sent: Thursday, June 30, 2016 1:17 PM
To: Scott Griffith; mclarke@stpetebeach.org; iwade@stpetebeach.org;
j.kretzer@stpetebeach.org
Cc: Shelby.Hughes@kimley-horn.com; gchomic@heywardfl.com
Subject: RE: City of St Pete PS #3 - Odor Control System

Hey Scott,

We ran through the cost numbers with Greg Chomic at Heyward and the City is opting for switching the odor control unit at Pump Station No. 3 to a biological unit.

Can you coordinate with Greg and put together an official change order to switch out the odor control unit?

Mike, per our phone conversation, please confirm that this is the direction the City wants to proceed in or revise if needed.

Jordan Walker, P.E.

Kimley-Horn | 655 North Franklin St, Ste. 150, Tampa, FL 33602
Direct: 813-635-5552

From: Scott Griffith [mailto:sgriffith@whartonsmith.com]
Sent: Tuesday, June 21, 2016 3:10 PM
To: Hughes, Shelby <Shelby.Hughes@kimley-horn.com>
Cc: Walker, Jordan <Jordan.Walker@kimley-horn.com>
Subject: City of St Pete PS #3 - Odor Control System

Shelby,

Any update on how the Owner would like to proceed in regards to the Odor Control System?

If you have any questions or need additional information please let me know.

Regards,

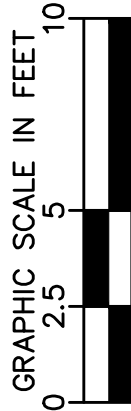
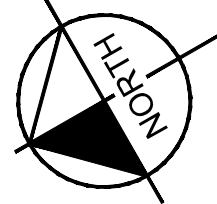
Scott Griffith | Assistant Project Manager

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

4912 West La Salle Street, Tampa, FL 33607
Office: (813) 288-0068 | Cell: (404) 964-3297

CITY OF ST. PETE BEACH		REHABILITATION		PUMP STATION #3		PREPARED FOR	
SHEET NUMBER		C-0.2		YARD PIPING PLAN		KHA PROJECT	
DRAWN BY		DESIGNED BY		SCALE		CHECKED BY	
JWM		SNH		AS SHOWN		JWM	
DATE		DATE		DATE		DATE	
MARCH 2015		MARCH 2015		MARCH 2015		MARCH 2015	
148404009		148404009		148404009		148404009	
LICENSED PROFESSIONAL		JORDAN W. WALKER		FL LICENSE NUMBER		78652	
655 NORTH FRANKLIN STREET, SUITE 150, TAMPA, FL 33602		WWW.KIMLEY-HORN.COM		CA 00000696		© 2015 KIMLEY-HORN AND ASSOCIATES, INC.	
KIMLEY»Horn		REVISIONS		1		ODOR CONTROL	
No.		DATE		BY		DATE	
		7/6/16		JW			

EAST DEBAZAN AVENUE
ASPHALT ROADWAY
W/ CURBING



GENERAL NOTES:

- CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION AND ORDERING EQUIPMENT. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCIES.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING EQUIPMENT, UTILITIES, STRUCTURES, AND PERSONNEL FROM DAMAGE OR INJURY DURING CONSTRUCTION.
- CONTRACTOR SHALL SUBMIT A CONSTRUCTION SEQUENCE SCHEDULE AS PART OF HIS SUBMITTALS FOR REVIEW AND APPROVAL FROM OWNER/ENGINEER TO MINIMIZE FLOW INTERRUPTIONS.
- BY-PASS PUMPING WILL BE REQUIRED FROM TWO SEPARATE MANHOLES, COORDINATE ALL BY-PASS OPERATIONS WITH THE CITY OF ST. PETE BEACH.

KEY NOTES

- EXISTING 12" DIA. WETWELL
- EXISTING 8" GRAVITY SANITARY PIPE TO REMAIN
- EXISTING 18" GRAVITY SANITARY PIPE TO BE REPLACED WITH 18" C905 PVC PIPE
- PROPOSED 7'-11" X 9'-8" VALVE VAULT
- PROPOSED FLOW METER
- PROPOSED 8" HDPE FORCE MAIN
- PROPOSED 3'-0" X 6'-0" DOUBLE HATCH
- EXISTING SANITARY MANHOLE TO REMAIN
- EXISTING 10" PVC FORCE MAIN
- EXISTING TREES. CONTRACTOR TO PROTECT AND KEEP IN PLACE.
- INSTALL 8" FL CROSS
- INSTALL (2) 8" FL 90° BENDS
- PROPOSED PUMP STATION IMPROVEMENTS, SEE SHEET M-0.1 FOR DETAILS
- INSTALL 10"x8" MJ REDUCER
- PROPOSED 10" PVC FORCE MAIN
- INSTALL 8" FL 90° BEND (VERTICAL) WITH 8"x4" REDUCER AND 4" CAM LOCK PUMP OUT CONNECTION.
- INSTALL (2) 8" HDPE DIP DR11 MOLDED 90° BENDS (VERTICAL)
- PROPOSED 8" DIP FORCE MAIN
- PROPOSED 10" MJ 45° BEND
- PROPOSED 10" MJ 45° BEND, 1IE INTO EXISTING 10" FORCE MAIN
- PROPOSED HOSE BIB ASSEMBLY. SEE DETAIL 6 ON SHEET M-0.2
- PROPOSED 3/4" PVC WATER SERVICE. CONNECT TO EXISTING WATER SERVICE LINE.
- PROPOSED ODOR CONTROL UNIT
- INSTALL 1 1/2" PVC CONDENSATION DRAIN, 1 1/2" PVC BALL VALVE, 1 1/2" PVC OVERFLOW PIPE AND FITTINGS TO CONNECT INTO PROPOSED 4" PVC. SEE DETAIL SHEET M-0.2.
- INSTALL 4" SDR 35 PVC PIPE
- INSTALL 6" PVC KNIFE GATE VALVE
- INSTALL GREASE TRAP
- INSTALL ALUMINUM BLOWER
- INSTALL 6" PVC DUCT
- INSTALL 6" 90° PVC BEND
- 2" PVC BALL VALVE, 2" PVC SCH40, AND 2" PVC 90° BEND
- INSTALL 4"x2" PVC TEE
- INSTALL (2) 6" 90° PVC BENDS
- INSTALL 4" 45° PVC BEND
- INSTALL 6" 45° PVC BEND
- NOT USED
- INSTALL ODOR CONTROL SKID
- INSTALL 3/4" RECIRCULATION LINE FROM TANK AND CONNECT TO 3/4" BALL VALVE ON SKID
- INSTALL 3/4" WATER LINE FROM 1 1/2" DRAIN LINE AND CONNECT TO 3/4" BALL VALVE ON SKID
- BID ALTERNATIVE 1
- INSTALL CURED IN PLACE STRUCTURAL PIPE LINER INSIDE EXISTING GRAVITY PIPE PER SPECIFICATIONS. EXISTING MANHOLE TO BE DRAINED, CLEANED AND DISINFECTED. REHABILITATE WITH METHODS AND COATINGS DESCRIBED IN THE SPECIFICATIONS.
-



"Serving the Southeast Since 1908"

415 Country Club Drive - Winter Park, FL 32789 - PH:407.628.1880 FX:407.628.9860

HIBOCS ODOR CONTROL SYSTEMS

"Simple... Economical... Effective!"

June 30, 2016

PROJECT NAME		City of St. Pete Beach Pump Station #3 Odor Control
Biotrickling Filter	<i>HIBOCS</i> MODEL#	One (1) HIBOCS-100
Carbon Polisher	<i>HICARB</i> MODEL#	N/A

Parameter	Units	Min / Max / Avg			Comments / Notes
Airflow	CFM			350	
H2S Inlet	PPM		100	50	
H2S Removal	%			99	24 Hour average
Water Usage	GPD	250	1000	500	
Drain Water	pH	2	4	3	

Individual System Components:

-] One (1) 5'-4" diameter x 8'-1" tall vessel (OAH with discharge stack)) constructed of a black UV resistant cross-linked HDPE vessel
-] One (1) 6" inlet, one (1) 8" outlet
-] One (1) 10-inch cast aluminum blower with 2-hp 208-230/460/3ph/60 stainless steel washdown/inverter duty motor mounted on an aluminum base, capable of up to 650 cfm @8" wc. NOTE: Blower will be VFD controlled to proper system airflow of 350 cfm.
-] 1.5" diameter drain, recirculation, and overflow fittings
-] 100-cubic feet (2 Super-Sacs) of "high surface" synthetic media for installation in HIBOCS-100 vessel

PROCESS DESCRIPTION

HIBOCS biological odor control systems utilize a synthetic media to provide an optimal site for growth of microorganisms (aka: biomass). This media has a high surface/high void area for optimal treatment in a small footprint. Microorganisms that attach to the media are capable of removing H₂S and other odorous VOC's when they are contacted by these compounds in the odorous air stream. A blower sends the odorous air from the odor source to the media at the bottom of the vessel where the air passes upward through the vessel and media. As the air travels upward it comes in contact with the biomass growing on the media. The media is periodically supplied with water and nutrients through a control panel timed sequence which keeps the biological population healthy. This counter –current flow of air and water/nutrients enhances the mass transfer to the media where the biological sulfur reduction takes place degrading the odorous compounds to sulfuric acid and other soluble sulfates which are removed in the drain water.

ADVANTAGES OF A HIBOCS SYSTEM

The **HIBOCS** biological odor control systems offer the following advantages:

- Minimum energy consumption due to low pressure loss through system
- Small footprint
- No use of dangerous and expensive chemicals such as caustic soda and bleach
- Simple process that requires minimal maintenance and operator attention
- Green technology with no harmful residuals
- Media that does not require replacement or disposal
- Proven technology

Warranties:

Equipment: All equipment supplied by Heyward Florida Incorporated is warranted against defects in material and workmanship for a period of 36 months after the date of equipment delivery. In the event it is determined that a defect exists in such equipment, Heyward Florida Incorporated's sole obligation shall be to repair or replace the defective equipment. This is extended to the peripheral items such blowers, pumps, control panels.

Media: Heyward Florida Incorporated warrants the synthetic media against defects in material and workmanship for a period of ten (10) years from equipment delivery. In the event it is determined that a defect exists in the media, Heyward Florida Incorporated's sole obligation shall be to provide replacement media.

Terms & Conditions:

1. Purchase Orders

All purchase orders shall be addressed to Heyward Florida Incorporated, Winter Park, Florida and shall be subject to acceptance by Heyward Florida Incorporated.

2. Exceptions

Sale of equipment and services identified on the face of this quotation will be solely upon the terms and conditions set forth herein. These terms and conditions supersede and reject any conflicting terms and conditions of the purchaser, any statement in the purchaser's terms and conditions to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you. We shall not be deemed to have waived any of our terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Heyward Florida Incorporated.

3. Credit

All purchase orders received are subject to credit approval of Heyward Florida Incorporated. We reserve the right to suspend or delay shipments of material covered by your purchase order if, in our opinion, there is sufficient reason to suspect potential payment default. In such a case, in addition to any other remedies herein or by law provided, cash payment of satisfactory security from you may be required by us before shipment of material is made. Acceptance by us of less than full payment shall not be a waiver of any of our rights.

4. Shipment

All shipments will be made F.O.B. shipping point unless otherwise specified in this quotation. In the absence of specific instructions, Heyward Florida Incorporated will select the carrier. Title to and risk of loss for the material shall pass to the purchaser upon delivery to the carrier or delivery service. Material held for the purchaser or stored for the purchaser shall be at the risk and expense of the purchaser.

5. Seller's Liability

Seller shall not be liable for any loss, damage, cost of repair, incidental or consequential damage of any kind, whether based upon warranty, contract or negligence, and arising in connection with the sale, use or repair of the products. Seller's maximum liability shall not in any case exceed the contract price for the products claimed to be defective or unsuitable.

6. Returned Goods

Heyward Florida Incorporated will not accept products for return unless prior written permission of Heyward Florida Incorporated has been obtained.

7. Backcharges

Under no circumstances will Heyward Florida Incorporated accept any backcharge from the contractor or owner unless Heyward Florida Incorporated participated in and agreed to, in writing, with the decisions which resulted in the backcharge.

8. Errors

Heyward Florida Incorporated reserves the right to correct clerical or stenographic errors or omissions.

9. Field Service

Whenever a Field Service Representative is provided by Heyward Florida Incorporated, the representative shall act only in an advisory capacity. He will interpret the Company's drawings, advise the purchaser regarding the sequence of steps in erection, installation, inspection, start-up, dismantling or repairs and explain features and components of the Company's products and their function. He will offer constructive criticism of work conditions, methods, and procedures at the job site. He will not be required to superintend or supervise personnel supplied by the purchaser or train them in their respective crafts in connection with the performance of their work. If, however, at the request of the purchaser and if Heyward Florida Incorporated agrees that the representative will act in another capacity, he shall do so in accordance with normal standards of the industry for that type of work. Whenever Heyward Florida Incorporated is involved in rehabilitative work for a customer, there is no warranty extended that repair or rehabilitative work performed will be successful. All risk in such cases shall be with the purchaser and decisions with respect to repair or replacement of the purchaser's equipment or parts thereof, shall remain solely with the purchaser. Neither Heyward Florida Incorporated nor the representative shall be responsible for any acts, omissions, or workmanship of employees, contractors, subcontractors, or agents of the purchaser or for their failure to follow the advice or instructions of the representative.

10. Purchaser's Responsibility

Purchaser shall furnish at his own expense and responsibility, all cranes, rigging, tools, facilities and equipment, material and repair or replacement parts, together with sufficient skilled and common labor and foreman, supervisors, and interpreters for the efficient performance of all work. He shall further designate a person in his organization to represent him fully at the site in all contacts and dealings with the representative. The purchaser's representative shall be responsible for coordinating the work and shall be in charge of the labor, material, supplies, tools and facilities to be furnished by the purchaser. Purchaser's representative shall inspect and shall be authorized to accept all details of the work as they are completed.

11. Entire Agreement

Terms and provisions contained in this proposal shall constitute the entire agreement between Heyward Florida Incorporated and the person or organization to whom this proposal is directed

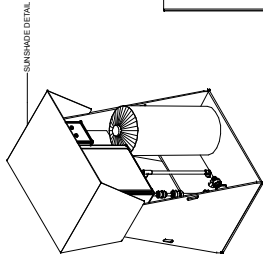
Received and accepted by:

Company Name

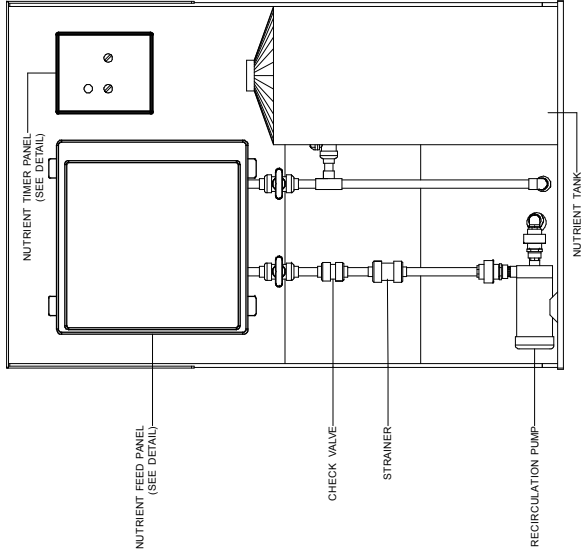
Company Representative

Date

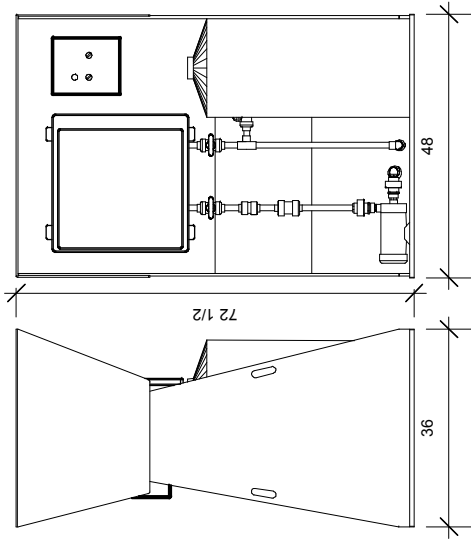
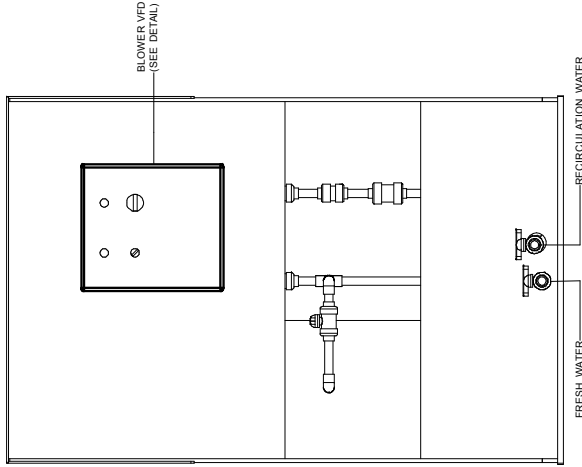
HIBOCS CONTROL SKID



FRONT
NUTRIENT FEED



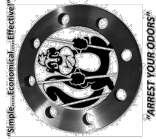
REAR
BLOWER VFD



H2S CONTROL

WWW.H2SCONTROL.COM

HIBOCS/HIBOCS-ODOR CONTROL SYSTEMS



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HEYWARD INCORPORATED 415 COUNTRY CLUB DRIVE WINTER PARK, FL 32789 PH 407-628-1880 FAX 407-628-9860	Title HIBOCS CONTROL SKID		
	Drawing Number HIBOCS-CS	Drawn By CAS	Date 10/7/14
	CAD File Name HIBOCS CONTROL SKID DATA		
	THIS DRAWING, AND ALL FEATURES SEPARATELY OR COLLECTIVELY DISCLOSED THEREBY OR EMBODIED THEREIN, ARE THE PROPERTY OF HEYWARD, INC. THE DRAWING SHALL NOT BE REPRODUCED OR COPIED. NO INFORMATION EMBODIED THEREIN SHALL BE COMMUNICATED, DISCLOSED OR USED EXCEPT AS EXPRESSLY DIRECTED BY HEYWARD, INC.		

HIBOCS/HICARB ODOR CONTROL SYSTEMS

“Simple.....Economical.....Effective!”



“ARREST YOUR ODORS”

HIBOCS INSTALLATION INSTRUCTIONS

CONTACT INFORMATION

Heyward Florida Incorporated - Rodney LaVancher 407-948-0334

HIBOCS

Simple, Economical, Effective Odor Control



HIBOCS-400 Installation

HIBOCS Odor Control units are biological air scrubber systems designed to remove vapor phase odorous gases, primarily hydrogen sulfide (H_2S). Typical applications are lift stations or plant headworks. The vessels are fabricated from fiberglass, cross-linked HDPE, or polypropylene which contains our non-compactable, high surface area synthetic media. All control panels, recirculation pump, and nutrient tank are mounted on an engineered skid for easy utilities hook-up. Our corrosion resistant cast aluminum or fiberglass blowers are powered by a long life stainless steel wash-down/inverter duty motor controlled by a VFD for quiet operation. All our systems offer "Dual Mode" operation that allow the units to run on either fresh or recirculation water at the flip of a switch. All **HIBOCS** systems use non-proprietary nutrients which keeps the operational cost very low. Piece of mind comes with a 3-year system warranty and 10-year non-prorated media warranty.

HIBOCS/HICARB ODOR CONTROL SYSTEMS

"Simple.....Economical.....Effective!"



"ARREST YOUR ODORS"

3-Year Warranty!



HIBOCS-50 Skid Mounted Unit

www.h2scontrol.com (407) 628-1880



HIBOCS-800 (2,000 – 3,000 cfm)



HIBOCS-400 (1,200 – 2,000 cfm)



HIBOCS-200 (300 – 600 cfm)



HIBOCS-100ZA (250 – 400 cfm)



HIBOCS-50ZA (150 – 300 cfm)



HIBOCS-50 Skid Mounted (150 – 300 cfm)

NOTE: "ZA" Models have an integral carbon polisher

NOTE: See photos on following pages for installation assistance.

1. Set HIBOCS vessel in correct place and anchor ladder brackets to concrete. **(ONLY LIFT VESSEL WITH FOUR BRACKETS ON SIDE OF TANK OR FORKLIFT – NEVER LIFT VESSEL FROM COVER RINGS!)**
2. Set HIBOCS control skid in correct place and anchor skid to concrete per four holes on skid.
3. Connect 1" flexible drain line to vessel and then attach line to overflow pipe/valve assembly. (The flexible line can be shortened if needed to accommodate installation)
4. Run PVC pipe from overflow pipe/valve assembly to recirculation line on HIBOCS skid.
5. Run PVC pipe from overflow pipe valve assembly to lift station drain.
6. Run PVC pipe from customer fresh water supply to HIBOCS skid.
7. Run PVC pipe from water panel discharge to spray nozzle assembly on top of tank. (Flexible or rigid PVC pipe can be used)
8. Set blower in correct place and anchor to concrete per four holes on aluminum motor base.
9. Run 4" PVC pipe from lift station vent to rubber fitting on blower suction.
10. Run 4" PVC pipe from rubber fitting on blower discharge to rubber fitting on vessel.
11. Run 3-phase power (480V) to blower VFD panel.
12. Run 3-phase 480V power out from VFD to blower. **(Make sure high voltage connection shown on side of motor is made in motor junction box)**
13. Load biological media from sacs into vessel through manway on cover. Call Rodney LaVancher (407-948-0334) a few days in advance of loading media for media installation assistance. **(DO NOT REMOVE VESSEL LID TO LOAD MEDIA!)**
14. Recheck all installation components, make sure all power and water connections have been made and then call Rodney LaVancher (407-948-0334) for start-up service.



HIBOCS-200
BIOLOGICAL ODOR CONTROL VESSEL

NEVER USE THESE RINGS FOR
LIFTING TANK!

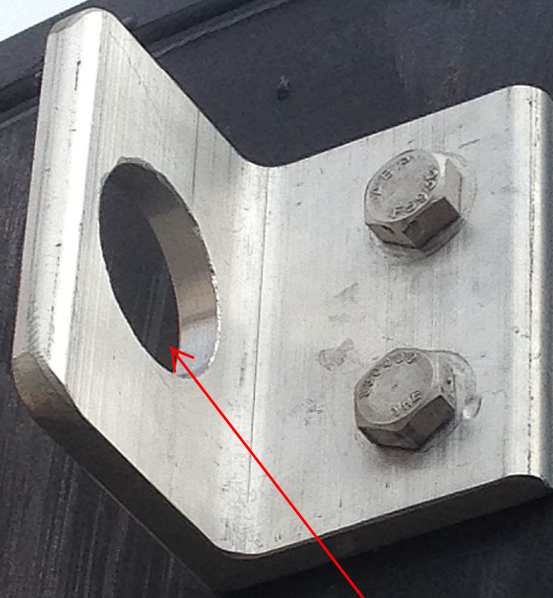
SPRAY NOZZLE ASSEMBLY
SCREWS IN HERE

LOAD MEDIA THROUGH THIS MANWAY
DO NOT REMOVE TANK COVER!

12-INCH DISCHARGE STACK GOES HERE



ONCE TANK IS SET IN PLACE, ADJUST THESE ANGLE BRACKETS
AND SECURE TO CONCRETE.



LIFT TANK USING THESE FOUR WALL BRACKETS

*****NEVER USE D-RINGS ON COVER FOR LIFTING*****

TANK DRAIN

AIR INLET FROM BLOWER
DISCHARGE

FLEX LINE FROM TANK DRAIN TO
PIPE/VALVE ASSEMBLY.

OVERFLOW PIPE/VALVE ASSEMBLY

PIPE CONNECTION TO STATION
DRAIN

PIPE CONNECTION TO RECIRCULATION
LINE ON EQUIPMENT SKID

FLEX LINE FROM TANK DRAIN

HIBOCS

480v TO 110V TRANSFORMER

BLOWER VFD

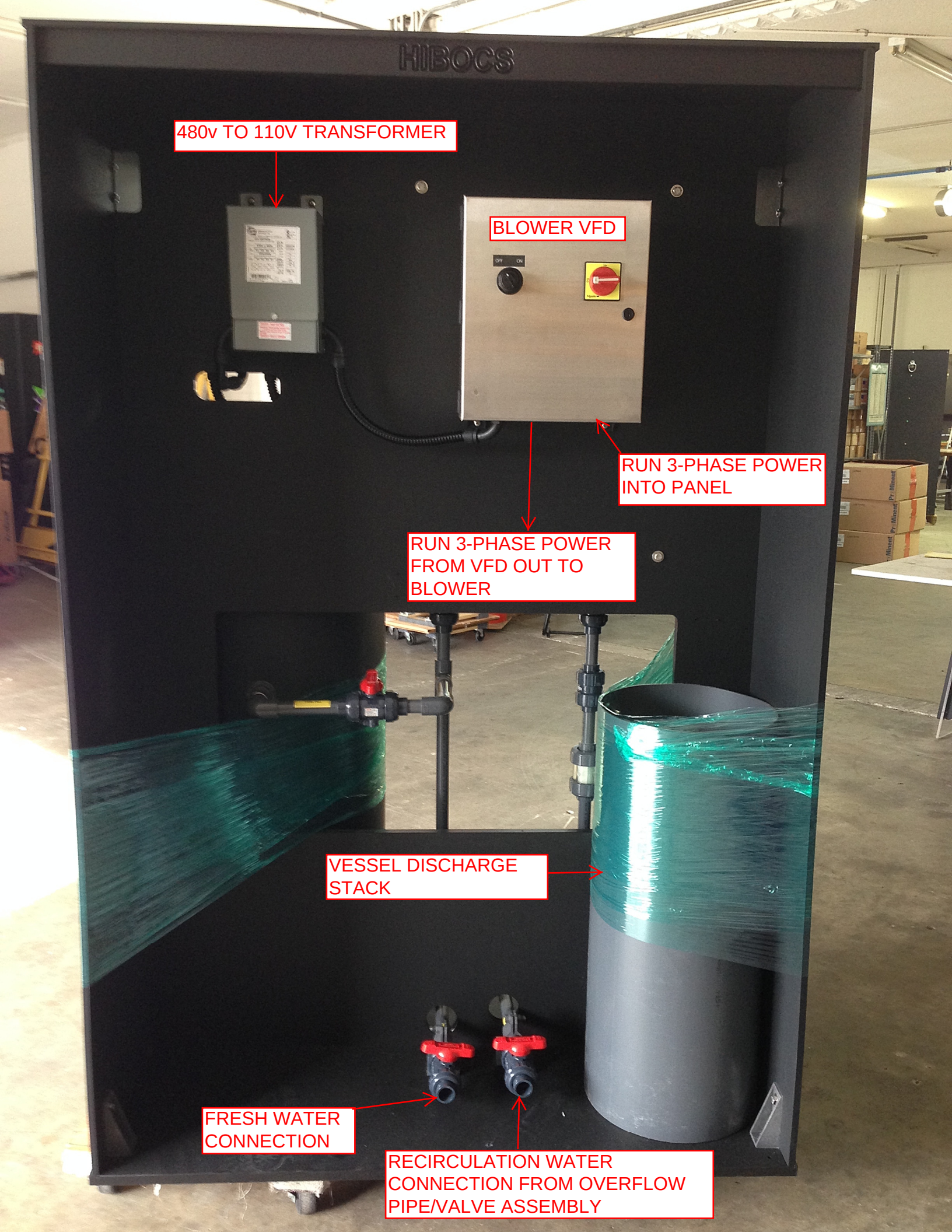
RUN 3-PHASE POWER INTO PANEL

RUN 3-PHASE POWER FROM VFD OUT TO BLOWER

VESSEL DISCHARGE STACK

FRESH WATER CONNECTION

RECIRCULATION WATER CONNECTION FROM OVERFLOW PIPE/VALVE ASSEMBLY



HISOCS

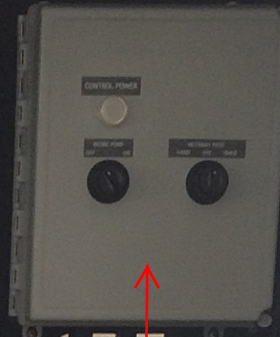
WATER CONNECTION LINE TO
SPRAY NOZZLE ASSEMBLY ON TOP
OF VESSEL.

HISOCS/HICARB ODOR CONTROL SYSTEMS

"Simple.....Economical.....Effective!"



"ARREST YOUR ODORS"



TIMER CONTROL
PANEL

WATER/NUTRIENT CONTROL PANEL

RECIRCULATION
WATER LINE

NUTRIENT TANK

FRESH WATER LINE

RECIRCULATION PUMP

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Conditional Use 2016-0031, authorization for an existing tiki hut with a variance to the maximum size of the hut and type of activity allowed in the hut, and variances to total number of storage boxes, number of signs, and prohibited signs located on the beach adjacent to the Tradewinds Island Grand Resort.

Date: August 23, 2016

Prepared By: Chelsey Welden – Planner II

Through: Jennifer Bryla– Community Development Director

Summary of Issue This item is one of the many conditional use approval requests for the Tradewinds holdings regarding tiki huts. The City Commission on June 14th directed staff to revise the code language pertaining to tiki huts.

As the item has been posted, noticed and advertised according to law, the item was continued to the date certain of the 23rd of August, 2016 to allow time to revise the code language for the huts and accessory structures. The tiki language has been drafted and is currently under review. Staff is requesting for a further continuation of the item to the September 20th City Commission meeting. Staff anticipates the new code language being presented at the 13th and 20th meetings for approval. The conditional use items then should no longer be necessary.

Requested Motion: “I move to approve staff’s recommendation and move item 2016-0031 to the September 20th, 2016 City Commission meeting.”

**Reviewed by the
City Manager**

WS

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Conditional Use 2016-0032, authorization for an existing tiki hut with a variance to the maximum size of the hut located on the beach adjacent to the Coral Reef Resort.

Date: August 23, 2016

Prepared By: Chelsey Welden – Planner II

Through: Jennifer Bryla– Community Development Director

Summary of Issue This item is one of the many conditional use approval requests for the Tradewinds holdings regarding tiki huts. The City Commission on June 14th directed staff to revise the code language pertaining to tiki huts.

As the item has been posted, noticed and advertised according to law, the item was continued to the date certain of the 23rd of August, 2016 to allow time to revise the code language for the huts and accessory structures. The tiki language has been drafted and is currently under review. Staff is requesting for a further continuation of the item to the September 20th City Commission meeting. Staff anticipates the new code language being presented at the 13th and 20th meetings for approval. The conditional use items then should no longer be necessary.

Requested Motion: “I move to approve staff’s recommendation and move item 2016-0032 to the September 20th, 2016 City Commission meeting.”

**Reviewed by the
City Manager**

WS

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Conditional Use 2016-0033, authorization for an existing tiki hut with a variance to the maximum size of the hut located on the beach adjacent to the Coral Reef Resort.

Date: August 23, 2016

Prepared By: Chelsey Welden – Planner II

Through: Jennifer Bryla– Community Development Director

Summary of Issue This item is one of the many conditional use approval requests for the Tradewinds holdings regarding tiki huts. The City Commission on June 14th directed staff to revise the code language pertaining to tiki huts.

As the item has been posted, noticed and advertised according to law, the item was continued to the date certain of the 23rd of August, 2016 to allow time to revise the code language for the huts and accessory structures. The tiki language has been drafted and is currently under review. Staff is requesting for a further continuation of the item to the September 20th City Commission meeting. Staff anticipates the new code language being presented at the 13th and 20th meetings for approval. The conditional use items then should no longer be necessary.

Requested Motion: “I move to approve staff’s recommendation and move item 2016-0033 to the September 20th, 2016 City Commission meeting.”

**Reviewed by the
City Manager**

WS

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Conditional Use 2016-0034, authorization for an existing tiki hut with a variance to the maximum size of the hut located on the beach adjacent to the Coral Reef Resort.

Date: August 23, 2016

Prepared By: Chelsey Welden – Planner II

Through: Jennifer Bryla– Community Development Director

Summary of Issue This item is one of the many conditional use approval requests for the Tradewinds holdings regarding tiki huts. The City Commission on June 14th directed staff to revise the code language pertaining to tiki huts.

As the item has been posted, noticed and advertised according to law, the item was continued to the date certain of the 23rd of August, 2016 to allow time to revise the code language for the huts and accessory structures. The tiki language has been drafted and is currently under review. Staff is requesting for a further continuation of the item to the September 20th City Commission meeting. Staff anticipates the new code language being presented at the 13th and 20th meetings for approval. The conditional use items then should no longer be necessary.

Requested Motion: “I move to approve staff’s recommendation and move item 2016-0034 to the September 20th, 2016 City Commission meeting.”

**Reviewed by the
City Manager**

WS

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Conditional Use 2016-0035, authorization for an existing tiki hut with a variance to the maximum size of the hut located on the beach adjacent to the Coral Reef Resort.

Date: June 28, 2016

Prepared By: Chelsey Welden – Planner II

Through: Jennifer Bryla– Community Development Director

Summary of Issue This item is one of the many conditional use approval requests for the Tradewinds holdings regarding tiki huts. The City Commission on June 14th directed staff to revise the code language pertaining to tiki huts.

As the item has been posted, noticed and advertised according to law, the item was continued to the date certain of the 23rd of August, 2016 to allow time to revise the code language for the huts and accessory structures. The tiki language has been drafted and is currently under review. Staff is requesting for a further continuation of the item to the September 20th City Commission meeting. Staff anticipates the new code language being presented at the 13th and 20th meetings for approval. The conditional use items then should no longer be necessary.

Requested Motion: “I move to approve staff’s recommendation and move item 2016-0035 to the September 20th, 2016 City Commission meeting.”

**Reviewed by the
City Manager**

WS

**St. Pete Beach City Commission
Agenda Report**

ISSUE CONSIDERED: First Reading: Ordinance 2016-14 providing a supplemental appropriation for fiscal year 2016 to the General Fund and providing for funding.

DATE: August 23, 2016

PREPARED BY: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Ordinance 2016-14 provides a supplemental appropriation and revenue to the General Fund in the amount of \$106,832. The adjustment and funding sources are as follows:

- City Attorney Budget: The \$272,136.88 of settlement payments relating to the Anderson lawsuit that are payable in FY16 were accrued as a liability in the FY15 year end audit and therefore recorded as an expense the previous year.
- Community Development Budget: The City is utilizing a Special Master to collect fines for the City. To date, the City has collected approximately \$1,600 of additional fines over the amount budgeted. However, the increase in use of the Special Master has resulted in higher costs. Therefore, the \$1,600 is being allocated to help offset these costs.
- The Fire Department Budget: The EMS funding received from Pinellas County increased \$122,500 to cover the costs associated with hiring three additional paramedics. The additional revenue is offset by an increase in EMS personnel costs.
- The Recreation Department Budget: The City received \$6,275 in donations to be used toward the robotics program. The Recreation Department budget is proposed to increase by the same amount to cover the cost of travel, computers and additional expenditures relating to this activity. Additionally, the City received an insurance reimbursement of \$6,107 for sewer backup damage at the recreation center. The building maintenance budget is being increased by the same amount to cover the emergency hazard cleanup associated with the event.

REQUESTED MOTION: "I move to approve Ordinance 2016-14, (read title)..."

ATTACHMENTS: Ordinance 2016-14
Spreadsheet outlining changes

**REVIEWED BY
CITY MANAGER:**

WS

ORDINANCE 2016-14

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR A SUPPLEMENTAL APPROPRIATION TO THE GENERAL FUND FOR FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, notice of this ordinance has been provided in accordance with applicable law; and

WHEREAS, estimated revenues and expenditures are provided in Ordinance 2015-25, Budget Ordinance; and

WHEREAS, the authority for appropriation amendments is provided in Article III, Section 3.13 (a) of the City Charter; and

WHEREAS, the city commission wishes to amend the general, wastewater, reclaimed water, stormwater and capital improvement fund budgets for additional expenditures in fiscal year 2016 and provide funding for same.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, HEREBY ORDAINS:

Section One. An increase in the general fund budget revenue in the amount of \$136,482 recognizing the increase in EMS funding (\$122,500), Special Master fine revenues (\$1,600), donations (\$6,275) and Insurance Proceeds (\$6,107). An increase in the general fund budget expenditures of \$136,482 to be allocated as follows: Fire Department (\$122,500); Community Development Department (\$1,600) and Recreation Department (\$12,382).

Section Two. A decrease in the general fund budget expenditures of \$275,000 recognizing the decrease in the City Attorney's budget as a result of settlement costs being accrued and recognized in fiscal year 2015.

Section Three. This ordinance shall become effective upon final passage.

Deborah Schechner, MAYOR

FIRST READING : _____
PUBLISHED : _____
SECOND READING : _____
PUBLIC HEARING : _____

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2016.

City of St. Pete Beach
Fiscal Year 2016 Budget Adjustment

Description	Account #	Amount
GENERAL FUND:		
Revenues:		
EMS Reimbursement	.001.324.400	\$122,500
Special Master	.001.354.100	\$1,600
Insurance Proceeds	.001.364.490	\$6,107
Underwriting - Robotics	.001.366.576	\$6,275
Total Increase in Revenue		\$136,482
Expenditures:		
Community Development - Professional/Contractual	.001.5402.524.5310	\$1,600
Fire/EMS - Salaries & Wages	.001.5802.522.5120	\$122,500
Recreation:		
Professional/Contractual	.001.6106.572.5310	\$1,175
Travel/Training	.001.6106.572.5400	\$2,845
Building Maintenance	.001.6106.572.5461	\$6,107
Other Expenses	.001.6106.572.5499	\$50
Operating Supplies	.001.6106.572.5529	\$2,205
Total Increase in Expenditures		\$136,482
City Attorney - Settlement Costs	.001.5000.511.5321	-\$275,000
Return to Fund Balance		\$275,000
		\$138,518