

Table of Contents

Agenda	3
Request approval to utilize the Purchase Agreement with TLC Diversified, LLC, dated November 20, 2018, in the amount of \$298,663.28 for Lift Station 15 Rehabilitation.	
Agenda Report	6
TLC Diversified Services Agreement	7
Estimate from TLC Diversified	37
Request approval of the Task Order under the Continuing Engineering Services Contract with Cardno, in the amount of \$35,882.00 for the 1st Avenue Fishing Pier Alternatives Analysis.	
Agenda Report	45
Task Order from Cardno	46
1st Avenue Fishing Pier Inspection Report	47
Request approval to sign a statement of “no objection” for the property owner to the north of the Alfonzo St. street-end owned by the City for the construction of a residential dock with a boat lift that extends more than one-half of the waterway width from the seawall and encroaches into side setbacks.	
Agenda Report	64
Relevant Code Provisions.	65
Dock Aerial	66
Variance Form	67
Request approval of the task order under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$86,798.10 for Engineering Services During Construction of the St. Pete Beach Sanitary Sewer Capacity Improvements project.	
Agenda Report	68
Task Order from George F. Young	69
Request approval of Addendum #3 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$225,100.00 for Bidding and Construction Phase Services for the Sanitary Sewer Capacity Improvements project.	
Agenda Report	71
Addendum #3.	72
Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental budget appropriations to the General, Capital, Wastewater, Reclaimed Water, and Stormwater Funds derived from prior year funding availability.	
Agenda Report	87
Ordinance 2020-01	89
Appendix A	91
Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental budget appropriations to the Wastewater Fund related to the Sanitary Sewer Expansion Project	

Agenda Report	95
Ordinance 2020-02	97
Appendix A	99
Ordinance 2019-23, Final Reading and Public Hearing amending Division 6 - Supplemental Regulations regarding mobile food establishments and special events and amending Appendix "A" of the Code of Ordinances as it relates to Food Truck Fees and Renewals.	
Agenda Report	100
Ordinance 2019-23	101
Staff Report	107
Downtown Redevelopment Area Zoning Districts.	109
Resolution 2020-xx: A Resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing a Conditional Use Permit (CUP) for Caddy's St. Pete Beach located at 5501 Gulf Boulevard to allow for Outdoor Seating (39 seats) in front of the restaurant within the existing 687-square foot patio.	
Agenda Report	110
Resolution 2020-XX.	111
Staff Report	114
Application of request.	126
City Manager's Report On The Regulation Of City Waterways And Update To Waterway Ordinance	
Presentation.	146



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, January 28, 2020
6:00 PM

Call to Order
Pledge of Allegiance
Good of the Order
Roll Call

REGULAR MEETING

- 1. Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.

- a. Tampa Bay Beaches Chamber of Commerce - Status Report**

- b. Introduction of St. Pete Beach Fire Lieutenants
Stewart Hehenberger
Aaron Mattson
Jason Wing**

- 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.

- 4. Consent**

- a. Request approval to utilize the Purchase Agreement with TLC Diversified, LLC, dated November 20, 2018,**

in the amount of \$298,663.28 for Lift Station 15 Rehabilitation.

- b. Request approval of the Task Order under the Continuing Engineering Services Contract with Cardno, in the amount of \$35,882.00 for the 1st Avenue Fishing Pier Alternatives Analysis.**
- c. Request approval to sign a statement of “no objection” for the property owner to the north of the Alfonzo St. street-end owned by the City for the construction of a residential dock with a boat lift that extends more than one-half of the waterway width from the seawall and encroaches into side setbacks.**

5. Action Items

- a. Request approval of the task order under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$86,798.10 for Engineering Services During Construction of the St. Pete Beach Sanitary Sewer Capacity Improvements project.**
- b. Request approval of Addendum #3 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$225,100.00 for Bidding and Construction Phase Services for the Sanitary Sewer Capacity Improvements project.**

6. Ordinances

- a. Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental budget appropriations to the General, Capital, Wastewater, Reclaimed Water, and Stormwater Funds derived from prior year funding availability.**
- b. Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental budget appropriations to the Wastewater Fund related to the Sanitary Sewer Expansion Project**
- c. Ordinance 2019-23, Final Reading and Public Hearing amending Division 6 - Supplemental Regulations regarding mobile food establishments and special events and amending Appendix "A" of the Code of Ordinances as it relates to Food Truck Fees and Renewals.**

7. Resolutions

- a. Resolution 2020-xx: A Resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing a Conditional Use Permit (CUP) for Caddy's St. Pete Beach located at 5501 Gulf Boulevard to allow for Outdoor Seating (39 seats) in front of the restaurant within the existing 687-square foot patio.**

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

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

- a. City Manager's Report On The Regulation Of City Waterways And Update To Waterway Ordinance**

10. Adjournment

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

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

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

Issue Considered: Request approval to utilize the Purchase Agreement with TLC Diversified, LLC, dated November 20, 2018, in the amount of \$298,663.28 for Lift Station 15 Rehabilitation.

Date: January 28, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City entered into an agreement with TLC Diversified, Inc. (TLC) to piggyback on an existing Agreement between TLC and Pinellas County for sanitary sewer pump station repair, rehabilitation and improvement projects on November 20, 2018. The Public Works Department wishes to utilize this existing agreement to perform the rehabilitation of Lift Station 15, using funding from the recently amended Lift Station R&R budget.

This approval includes a 15% contingency in addition to the estimated \$259,707.20 project cost.

Funding: Lift Station R&R
101-6107-535-5632

Requested Motion: "I move to approve the utilization of the Purchase Agreement with TLC Diversified, LLC, dated November 20, 2018, in the amount of \$298,663.28 for Lift Station 15 Rehabilitation."

Attachment: TLC Diversified Services Agreement
Estimate from TLC Diversified

**Reviewed by the
City Manager:**

AR

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Lift Station Rehabilitation

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and TLC Diversified, Inc. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, Contractor is currently under contract with Pinellas County Board of County Commissioners for Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY2018-FY2021 (the "PC Contract"), attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City desires to purchase from Contractor the services described in this Agreement; and

WHEREAS, pursuant to Florida Statute 287.057 and Section 1-16 of the City's purchasing policy adopted by the City Commission, the City is authorized to "piggy-back" onto the PC Contract for the same or similar services; and

WHEREAS, the Contractor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the PC Contract; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "B". **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF ST. PETE BEACH, FLORIDA, 727-363-9220, CITYCLERK@STPETEBEACH.ORG, 155 CORRY AVENUE, ST. PETE BEACH, FLORIDA 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to sell or provide, the goods

or services described in Exhibit "A".

4. Contractor shall deliver the goods, or provide the services, described herein no later than September 30, 2019 ("completion date").

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Contractor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit "B".

7. Contractor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Contractor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

8. Contractor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Contractor further warrants that any defects in the goods shall be properly repaired by Contractor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

10. Contractor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Contractor guarantees said services for a period of 18 months from the date of final performance. Contractor shall provide all labor and materials necessary to repair any defective workmanship reported to Contractor within said guarantee period.

11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such

other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12. In consideration of the payment of ten dollars as part of the above purchase price, Contractor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

13. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

14. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

15. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

- a. Pinellas County "piggy-back" contract (Exhibit "A")
- b. Florida public records law (Exhibit "B")

16. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

17. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

18. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Thurston Lamberson
TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL 34221

As to City:

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

19. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

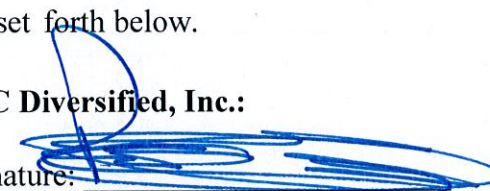
20. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

21. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

22. This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than three (3) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

TLC Diversified, Inc.:

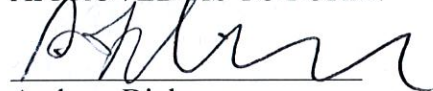
Signature: 

By: THURSTON LAMBERSON

Its: PRESIDENT

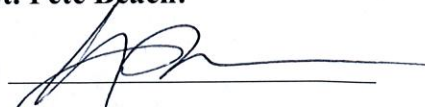
Date: 11/20/2018

APPROVED AS TO FORM:



Andrew Dickman
City Attorney

City of St. Pete Beach:

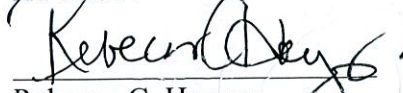
Signature: 

By: Wayne Saunders

Its: City Manager

Date: 11/20/2018

ATTEST:



Rebecca C. Haynes
City Clerk

EXHIBIT “A”

(Pinellas County “Piggy-Back Contract”)



Staff Report

Board of County Commissioner Approved 08/07/2018

File #: 18-576A, **Version:** 1

Agenda Date: 8/7/2018

Subject:

Award of bid to TLC Diversified, Inc. for sanitary sewer pump station repair, rehabilitation and improvement projects for FY 2018-2021.

Recommended Action:

Approval of award of bid to TLC Diversified, Inc. for sanitary sewer pump station repair, rehabilitation and improvement projects for Fiscal Year 2018 - 2021.

Bid No. 178-0360-CP(JJ); PID No. 000964A; in the amount of \$5,722,777.00 on the basis of being the lowest responsive, responsible bid received meeting specifications. All work is expected to be completed within 1,095 consecutive calendar days. Authorize the Chairman to sign and the Clerk of Court to attest.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs

Deliver First Class Services to the Public and Our Customers

5.3 Ensure effective and efficient delivery of county services and support

Summary:

This contract will provide for repair, rehabilitation and improvements to sanitary sewer pump stations at various locations throughout the County. Pump station repair and rehabilitation is essential for the prevention of sanitary sewer spills. Some of the County stations are now over thirty (30) years old. As equipment becomes obsolete, it is necessary to upgrade to newer technology and communication options in order to repair deteriorated pumps and piping. These improvements are facilitated in order to keep the sanitary sewer collection system functioning at an acceptable level.

Background Information:

Work may include furnishing and installation of pumps, valves, fittings, electrical equipment, panels, conduits, vaults, trenching/boring, bypass pumping, dewatering, restoration, testing and other incidental work required to re-commission a pump station.

Award of this contract is consistent with the sanitary sewer pump renewal and replacement program based on a twenty (20) year life cycle and is consistent with the recommendations of the Stormwater/Wastewater Taskforce.

Fiscal Impact:

Expenditure not to exceed: \$5,722,777.00.

Project funding is derived from the capital improvement program, physical environment, sewer

renewal & replacement program allocation and from the Utilities Department sanitary sewer enterprise fund.

Staff Member Responsible:

Megan Ross, Interim Director, Utilities
Joe Lauro, Director, Purchasing

Partners:

N/A

Attachments:

Agreement
Bid Tabulation

AGREEMENT

THIS AGREEMENT, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

TLC Diversified, Inc.

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with place of business located at:

2719 17th Street East

Palmetto, FL 34221

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the
sum not to exceed

Five Million Seven Hundred Twenty Two Thousand Seven Hundred
Seventy Seven Dollars and 00/100

DOLLARS \$5,722,777.00

to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY2018-FY2021 (PID # 000964A) Bid No: 178-0360-CP (JJ)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary Work under the same within not more than **One Thousand Ninety-Five (1,095)** consecutive calendar days. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Agreement Amount herein above specified, as follows:

If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this contract as the work progresses, based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

- B. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Plans, Plans or Specifications pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
- F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

4. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

ADDENDA (if applicable)

APPENDIX 4 SPECIAL NOTICES (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION D SPECIFICATIONS

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

5. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

6. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Kenneth T. Wahl
Chairman

Date

8/7/18

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By:

Norman D. Loy
Deputy Clerk

TLC Diversified, Inc.

Name of Firm

By:

[Signature]
Signature

Thurston Lamberson

Print Name

President

Title

1-CUC053963

Contractor's Registration or Certification

No. issued by the State of Florida

APPROVED AS TO FORM

By:

[Signature]

Office of the County Attorney

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-1 Mobilization / Demobilization					
PS-1A	Mobilization/ Demobilization \$2,500 or less	4.00	EA	325.00 \$	1,300.00
PS-1B	Mobilization/ Demobilization \$5,000 or less	4.00	EA	375.00 \$	1,500.00
PS-1C	Mobilization/ Demobilization \$7,500 or less	4.00	EA	600.00 \$	2,400.00
PS-1D	Mobilization/ Demobilization \$7,501 or greater	10.00	EA	8,200.00 \$	82,000.00
PS-1 Subtotal				\$	87,200.00
PS-2 Execution of General Requirements					
PS-2A	Execution of General Requirements \$2,500 or less	4.00	EA	300.00 \$	1,200.00
PS-2B	Execution of General Requirements \$5,000 or less	4.00	EA	450.00 \$	1,800.00
PS-2C	Execution of General Requirements \$7,500 or less	4.00	EA	650.00 \$	2,600.00
PS-2D	Execution of General Requirements \$7,501 or greater	10.00	EA	3,200.00 \$	32,000.00
PS-2 Subtotal				\$	37,600.00
PS-3 Initial Excavation Per Dig - 20 LF					
PS-3A	Initial Excavation Per Dig - 20 LF 0'-6' depth	4.00	EA	2,200.00 \$	8,800.00
PS-3B	Initial Excavation Per Dig - 20 LF 6'-8' depth	4.00	EA	400.00 \$	1,600.00
PS-3C	Initial Excavation Per Dig - 20 LF 8'-10' depth	4.00	EA	400.00 \$	1,600.00
PS-3D	Initial Excavation Per Dig - 20 LF 10'-12' depth	2.00	EA	405.00 \$	810.00
PS-3E	Initial Excavation Per Dig - 20 LF 12'-14' depth	2.00	EA	410.00 \$	820.00
PS-3F	Initial Excavation Per Dig - 20 LF 14'-16' depth	2.00	EA	420.00 \$	840.00
PS-3G	Initial Excavation Per Dig - 20 LF 16'-18' depth	2.00	EA	500.00 \$	1,000.00
PS-3H	Initial Excavation Per Dig - 20 LF 18' or higher depth	2.00	EA	525.00 \$	1,050.00
PS-3 Subtotal				\$	16,520.00
PS-4 Additional Excavation Per Dig - 10 LF					

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Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-4A	Additional Excavation Per Dig - 10 LF 0'-6' depth	2.00	EA	1,300.00 \$	2,600.00
PS-4B	Additional Excavation Per Dig - 10 LF 6'-8' depth	2.00	EA	350.00 \$	700.00
PS-4C	Additional Excavation Per Dig - 10 LF 8'-10' depth	2.00	EA	350.00 \$	700.00
PS-4D	Additional Excavation Per Dig - 10 LF 10'-12' depth	2.00	EA	350.00 \$	700.00
PS-4E	Additional Excavation Per Dig - 10 LF 12'-14' depth	2.00	EA	350.00 \$	700.00
PS-4F	Additional Excavation Per Dig - 10 LF 14'-16' depth	2.00	EA	360.00 \$	720.00
PS-4G	Additional Excavation Per Dig - 10 LF 16'-18' depth	2.00	EA	360.00 \$	720.00
PS-4H	Additional Excavation Per Dig - 10 LF 18' or higher depth	2.00	EA	360.00 \$	720.00
PS-4 Subtotal				\$	7,560.00
PS-5 By-Pass Pumping Set Up w / 2 pumps					
PS-5A	By-Pass Pumping Set Up w / 2 pumps 0 HP to 3HP	2.00	EA	900.00 \$	1,800.00
PS-5B	By-Pass Pumping Set Up w / 2 pumps 3.1 HP to 5HP	2.00	EA	1,400.00 \$	2,800.00
PS-5C	By-Pass Pumping Set Up w / 2 pumps 5.1 HP to 7.5HP	2.00	EA	1,400.00 \$	2,800.00
PS-5D	By-Pass Pumping Set Up w / 2 pumps 7.6 HP to 10HP	2.00	EA	1,500.00 \$	3,000.00
PS-5E	By-Pass Pumping Set Up w / 2 pumps 10.1 HP to 15HP	2.00	EA	1,500.00 \$	3,000.00
PS-5F	By-Pass Pumping Set Up w / 2 pumps 15.1 HP to 20HP	2.00	EA	1,800.00 \$	3,600.00
PS-5G	By-Pass Pumping Set Up w / 2 pumps 20.1 HP to 47HP	2.00	EA	2,000.00 \$	4,000.00
PS-5H	By-Pass Pumping Set Up w / 2 pumps 47.1 HP to 88 HP	2.00	EA	3,000.00 \$	6,000.00
PS-5I	By-Pass Pumping Set Up w / 2 pumps 88.1 HP and greater	2.00	EA	4,000.00 \$	8,000.00
PS-5 Subtotal				\$	35,000.00
PS-6 By-Pass Pumping Operation with 2 Pumps					
PS-6A	By-Pass Pumping Operation with 2 pumps 0 HP to 3HP	2.00	DAYS	500.00 \$	1,000.00
PS-6B	By-Pass Pumping Operation with 2 pumps 3.1 HP to 5HP	2.00	DAYS	850.00 \$	1,700.00

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Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-6C	By-Pass Pumping Operation with 2 pumps 5.1 HP to 7.5HP	2.00	DAYS	875.00 \$	1,750.00
PS-6D	By-Pass Pumping Operation with 2 pumps 7.6 HP to 10HP	2.00	DAYS	900.00 \$	1,800.00
PS-6E	By-Pass Pumping Operation with 2 pumps 10.1 HP to 15HP	4.00	DAYS	900.00 \$	3,600.00
PS-6F	By-Pass Pumping Operation with 2 pumps 15.1 HP to 20HP	4.00	DAYS	1,000.00 \$	4,000.00
PS-6G	By-Pass Pumping Operation with 2 pumps 20.1 HP to 47HP	2.00	DAYS	1,050.00 \$	2,100.00
PS-6H	By-Pass Pumping Operation with 2 pumps 47.1 HP to 88 HP	2.00	DAYS	1,100.00 \$	2,200.00
PS-6I	By-Pass Pumping Operation with 2 pumps 88.1 HP and greater	2.00	DAYS	1,100.00 \$	2,200.00
PS-6 Subtotal				\$	20,350.00
PS-7 Well Point Dewatering - Initial 12 Points					
PS-7A	Well Point Dewatering-Initial 12 Points 0'-6' depth	1.00	EA	1,450.00 \$	1,450.00
PS-7B	Well Point Dewatering-Initial 12 Points 6'-8' depth	1.00	EA	900.00 \$	900.00
PS-7C	Well Point Dewatering-Initial 12 Points 8'-10' depth	1.00	EA	900.00 \$	900.00
PS-7D	Well Point Dewatering-Initial 12 Points 10'-12' depth	1.00	EA	900.00 \$	900.00
PS-7E	Well Point Dewatering-Initial 12 Points 12'-14' depth	1.00	EA	900.00 \$	900.00
PS-7F	Well Point Dewatering-Initial 12 Points 14'-16' depth	1.00	EA	900.00 \$	900.00
PS-7G	Well Point Dewatering-Initial 12 Points 16'-18' depth	1.00	EA	900.00 \$	900.00
PS-7H	Well Point Dewatering-Initial 12 Points 18' or higher depth	1.00	EA	900.00 \$	900.00
PS-7 Subtotal				\$	7,750.00
PS-8 Well Point Dewatering-Additional per Well Point					
PS-8A	Well Point Dewatering-Additional per Well Point 0'-6' depth	1.00	EA	35.00 \$	35.00
PS-8B	Well Point Dewatering-Additional per Well Point 6'-8' depth	1.00	EA	35.00 \$	35.00
PS-8C	Well Point Dewatering-Additional per Well Point 8'-10' depth	1.00	EA	35.00 \$	35.00
PS-8D	Well Point Dewatering-Additional per Well Point 10'-12' depth	1.00	EA	35.00 \$	35.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
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Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-8E	Well Point Dewatering-Additional per Well Point 12'-14' depth	1.00	EA	35.00 \$	35.00
PS-8F	Well Point Dewatering-Additional per Well Point 14'-16' depth	1.00	EA	35.00 \$	35.00
PS-8G	Well Point Dewatering-Additional per Well Point 16'-18' depth	1.00	EA	35.00 \$	35.00
PS-8H	Well Point Dewatering-Additional per Well Point 18' or higher depth	1.00	EA	35.00 \$	35.00
PS-8 Subtotal				\$	280.00
PS-9 Furnish and Install Gate Valve / Resilient Wedge					
PS-9A	Resilient Wedge Gate Valve (4" diameter)	3.00	EA	800.00 \$	2,400.00
PS-9B	Resilient Wedge Gate Valve (6" diameter)	3.00	EA	1,020.00 \$	3,060.00
PS-9C	Resilient Wedge Gate Valve (8" diameter)	1.00	EA	1,420.00 \$	1,420.00
PS-9D	Resilient Wedge Gate Valve (10" diameter)	1.00	EA	2,035.00 \$	2,035.00
PS-9E	Resilient Wedge Gate Valve (12" diameter)	1.00	EA	2,345.00 \$	2,345.00
PS-9 Subtotal				\$	11,260.00
PS-10 Furnish and Install Check Valve / Swing Type Lever Weight					
PS-10A	Check Valve (4" diameter)	2.00	EA	1,400.00 \$	2,800.00
PS-10B	Check Valve (6" diameter)	2.00	EA	1,600.00 \$	3,200.00
PS-10C	Check Valve (8" diameter)	1.00	EA	2,300.00 \$	2,300.00
PS-10D	Check Valve 10" diameter	1.00	EA	3,200.00 \$	3,200.00
PS-10E	Check Valve 12" diameter	1.00	EA	4,400.00 \$	4,400.00
PS-10 Subtotal				\$	15,900.00
PS-11 Furnish and Install C-900 DR-18 PVC Pipe Replacement (Force or Gravity Main)					
PS-11A	C-900 DR-18 PVC Pipe (4" diameter)	40.00	LF	25.00 \$	1,000.00
PS-11B	C-900 DR-18 PVC Pipe (6" diameter)	40.00	LF	35.00 \$	1,400.00
PS-11C	C-900 DR-18 PVC Pipe (8" diameter)	40.00	LF	40.00 \$	1,600.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
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Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-11D	C-900 DR-18 PVC Pipe (10" diameter)	20.00	LF	45.00	\$ 900.00
PS-11E	C-900 DR-18 PVC Pipe (12" diameter)	20.00	LF	48.00	\$ 960.00
PS-11 Subtotal					\$ 5,860.00
PS-12 Furnish and Install Ductile Iron Pipe Replacement (Flange and Coated)					
PS-12A	Ductile Iron Pipe Replacement (Flanged and Coated) (4" dia.)	100.00	LF	195.00	\$ 19,500.00
PS-12B	Ductile Iron Pipe Replacement (Flanged and Coated) (6" dia.)	100.00	LF	212.00	\$ 21,200.00
PS-12C	Ductile Iron Pipe Replacement (Flanged and Coated) (8" dia.)	30.00	LF	295.00	\$ 8,850.00
PS-12D	Ductile Iron Pipe Replacement (Flanged and Coated) (10" dia.)	20.00	LF	340.00	\$ 6,800.00
PS-12E	Ductile Iron Pipe Replacement (Flanged and Coated) (12" dia.)	20.00	LF	375.00	\$ 7,500.00
PS-12 Subtotal					\$ 63,850.00
PS-13 Furnish and Install Stainless Steel (316-Sch. 40) Pipe					
PS-13A	Stainless Steel (316-Sch. 40) Pipe (4" dia.)	200.00	LF	125.00	\$ 25,000.00
PS-13B	Stainless Steel (316-Sch. 40) Pipe (6" dia.)	200.00	LF	145.00	\$ 29,000.00
PS-13C	Stainless Steel (316-Sch. 40) Pipe (8" dia.)	30.00	LF	200.00	\$ 6,000.00
PS-13D	Stainless Steel (316-Sch. 40) Pipe (10" dia.)	20.00	LF	210.00	\$ 4,200.00
PS-13E	Stainless Steel (316-Sch. 40) Pipe (12" dia.)	20.00	LF	230.00	\$ 4,600.00
PS-13 Subtotal					\$ 68,800.00
PS-14 Furnish and Install Stainless Steel (316) Pipe Flanges					
PS-14A	Stainless Steel (316) Pipe Flanges (4" pipe flange)	60.00	EA	200.00	\$ 12,000.00
PS-14B	Stainless Steel (316) Pipe Flanges (6" pipe flange)	40.00	EA	240.00	\$ 9,600.00
PS-14C	Stainless Steel (316) Pipe Flanges (8" pipe flange)	30.00	EA	350.00	\$ 10,500.00
PS-14D	Stainless Steel (316) Pipe Flanges (10" pipe flange)	20.00	EA	400.00	\$ 8,000.00
PS-14E	Stainless Steel (316) Pipe Flanges (12" pipe flange)	20.00	EA	475.00	\$ 9,500.00

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 BID NO. 178-0360-CP (JJ)
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Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-14 Subtotal					
PS-15	Furnish and Install Ductile Iron Fittings and Restraints	5,000.00	LBS	10.00	\$ 49,600.00
PS-16	Furnish and Install Stainless Steel Fittings and Restraints	2,000.00	LBS	16.00	\$ 32,000.00
PS-17	Furnish and Install Stainless Steel Pressure Gauge Connections	10.00	EA	675.00	\$ 6,750.00
PS-15 THROUGH PS-17 Subtotal					\$ 88,750.00
PS-18 Furnish and Install Stainless Steel (304) Pipe Saddle Supports					
PS-18A	Stainless Steel (304) Pipe Saddle Supports (4" diameter)	2.00	EA	300.00	\$ 600.00
PS-18B	Stainless Steel (304) Pipe Saddle Supports (6" diameter)	2.00	EA	300.00	\$ 600.00
PS-18C	Stainless Steel (304) Pipe Saddle Supports (8" diameter)	2.00	EA	310.00	\$ 620.00
PS-18D	Stainless Steel (304) Pipe Saddle Supports (10" diameter)	2.00	EA	315.00	\$ 630.00
PS-18E	Stainless Steel (304) Pipe Saddle Supports (12" diameter)	2.00	EA	315.00	\$ 630.00
PS-18 Subtotal					\$ 3,080.00
PS-19 Furnish and Install Bollards (per Detail)					
PS-20	Furnish and Install Wet Well - Concrete	4.00	EA	325.00	\$ 1,300.00
PS-21	Furnish and Install Wet Well - Fiberglass	50.00	CY	500.00	\$ 25,000.00
PS-22	Furnish and Install Manhole with Frame and Cover less than 12 Feet deep	300.00	SF	65.00	\$ 19,500.00
PS-23	Furnish and Install Manhole with Frame and Cover greater than 12 Feet deep	24.00	VF	425.00	\$ 10,200.00
PS-24	Furnish and Install Wet Well Top Slab, Access Frame and Door (HS-20 Rated)	24.00	VF	440.00	\$ 10,560.00
PS-25	Furnish and Install Wet Well Top Slab Access Frame and Door (300 PSF Rated)	100.00	SF	138.00	\$ 13,800.00
PS-19 THROUGH PS-25 Subtotal					\$ 98,860.00
PS-26 Furnish and Install Valve Vault - Duplex					
PS-26A	Valve Vault (Duplex) (6' x 6')	2.00	EA	3,800.00	\$ 7,600.00
PS-26B	Valve Vault (Duplex) (7' x 7')	2.00	EA	5,500.00	\$ 11,000.00

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Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-26C	Valve Vault (Duplex) (7'-6" x 8')	2.00	EA	5,700.00	\$ 11,400.00
PS-26D	Valve Vault (Duplex) (8'-6" x 9')	2.00	EA	6,200.00	\$ 12,400.00
PS-26E	Valve Vault (Duplex) (9' x 10')	2.00	EA	7,500.00	\$ 15,000.00
PS-26 Subtotal					\$ 57,400.00
PS-27 Furnish and Install Valve Vault - Triplex					
PS-27A	Valve Vault (Triplex) (6' x 7')	2.00	EA	4,000.00	\$ 8,000.00
PS-27B	Valve Vault (Triplex) (7' x 8')	2.00	EA	5,300.00	\$ 10,600.00
PS-27C	Valve Vault (Triplex) (7'-6" x 10')	2.00	EA	6,000.00	\$ 12,000.00
PS-27D	Valve Vault (Triplex) (8'-6" x 11')	2.00	EA	7,500.00	\$ 15,000.00
PS-27E	Valve Vault (Triplex) (9' x 12')	2.00	EA	13,000.00	\$ 26,000.00
PS-27 Subtotal					\$ 71,600.00
PS-28 Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Duplex)					
PS-29	Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Triplex)	50.00	SF	190.00	\$ 9,500.00
PS-30	Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Duplex)	50.00	SF	195.00	\$ 9,750.00
PS-31	Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Triplex)	50.00	SF	182.00	\$ 9,100.00
PS-28 THROUGH PS-31 Subtotal					\$ 9,250.00
PS-32 Furnish and Install Inside PVC Drop Connection to Wet Well					
PS-32A	Inside PVC Drop Connection to Wet Well (4")	6.00	VF	180.00	\$ 1,080.00
PS-32B	Inside PVC Drop Connection to Wet Well (6")	10.00	VF	200.00	\$ 2,000.00
PS-32C	Inside PVC Drop Connection to Wet Well (8")	6.00	VF	225.00	\$ 1,350.00
PS-32D	Inside PVC Drop Connection to Wet Well (10")	6.00	VF	250.00	\$ 1,500.00
PS-32E	Inside PVC Drop Connection to Wet Well (12")	6.00	VF	260.00	\$ 1,560.00
PS-32F	Inside PVC Drop Connection to Wet Well (Over 12")	6.00	VF	275.00	\$ 1,650.00

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 BID NO. 178-0360-CP (JJ)
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Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
	PS-32 Subtotal				
PS-33	Furnish and Install Fiberglass Liner with Top and Grout	500.00	SF	69.00 \$	34,500.00
PS-34	Install Polymorphic Resin (I.E.T.) Liner System	500.00	SF	26.00 \$	13,000.00
PS-35	Install 100% Calcium Aluminate (Sewper Coat™) Lining System	500.00	SF	23.00 \$	11,500.00
PS-36	Install SpectraShield™ Lining System	500.00	SF	23.00 \$	11,500.00
PS-37	Install Urethane/Epoxy, Polyurea (Green Monster™) Lining System	500.00	SF	31.00 \$	15,500.00
PS-38	Furnish and Install Wet Well Draw Tube	100.00	VF	75.00 \$	7,500.00
PS-39	Furnish, Install and Remove Temporary Sheeting	500.00	SF	20.00 \$	10,000.00
PS-40	Furnish and Install Permanent Sheeting	200.00	SF	35.00 \$	7,000.00
PS-41	Pavement Base & Base Restoration (6" Crushed Concrete)	100.00	SY	15.00 \$	1,500.00
PS-42	Asphalt Pavement Base & Base Restoration (4" Asphaltic Base)	100.00	SY	38.00 \$	3,800.00
PS-43	Asphalt Surface Pavement 1" PC-3 ACSC	100.00	SY	17.00 \$	1,700.00
PS-44	Flowable Fill	6.00	CY	125.00 \$	750.00
PS-45	Shell Driveway Base, 6" Thick	20.00	SY	45.00 \$	900.00
PS-46	Furnish and Install Structural Concrete (4000 psi)	20.00	CY	900.00 \$	18,000.00
PS-47	Remove/Reconstruct Concrete Driveways/Control Panel Slabs: All 6 inches thick around wet wells	150.00	SY	285.00 \$	42,750.00
PS-48	Pea Gravel Driveway	4.00	CY	300.00 \$	1,200.00
PS-49	Remove/Reconstruct Concrete Sidewalks	10.00	CY	450.00 \$	4,500.00
PS-50	Remove/Reconstruct Concrete Curb and Gutters	150.00	LF	26.00 \$	3,900.00
PS-51	Grass Restoration by Seeding	4.00	SY	3.00 \$	12.00
PS-52	Grass Restoration by Sodding	250.00	SY	7.00 \$	1,750.00
PS-53	Special Refill Materials - Crushed Stone	50.00	CY	38.00 \$	1,900.00

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Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-54 Special Backfill Materials - Sand					
	PS-33 THROUGH PS-54 Subtotal	20.00	CY	30.00	\$ 600.00
PS-55 Remove and Replace Concrete for Wall Penetrations					
PS-55A	Remove and Replace Concrete for Wall Penetrations 2" Diameter or less Hole	40.00	EA	315.00	\$ 12,600.00
PS-55B	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	20.00	EA	375.00	\$ 7,500.00
PS-55C	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	20.00	EA	525.00	\$ 10,500.00
PS-55D	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole	20.00	EA	650.00	\$ 13,000.00
PS-55E	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole	20.00	EA	670.00	\$ 13,400.00
PS-55F	Remove and Replace Concrete for Wall Penetrations Greater than 10" Hole	20.00	EA	680.00	\$ 13,600.00
	PS-55 Subtotal			\$	70,600.00
PS-56 Furnish and Install Control Panel 230 Volts/3 Phase					
PS-56AA	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP Contact Motor Starter	1.00	EA	28,000.00	\$ 28,000.00
PS-56AB	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1.00	EA	42,000.00	\$ 42,000.00
PS-56BA	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP Contact Motor Starter	1.00	EA	36,000.00	\$ 36,000.00
PS-56BB	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1.00	EA	42,000.00	\$ 42,000.00
PS-56C	Furnish and Install Control Panel 230 Volts/3 Phase 5.5 - 7.5 HP	1.00	EA	34,000.00	\$ 34,000.00
PS-56D	Furnish and Install Control Panel 230 Volts/3 Phase 8.0 - 10 HP	1.00	EA	35,500.00	\$ 35,500.00
PS-56E	Furnish and Install Control Panel 230 Volts/3 Phase 10.5 - 15.0 HP	1.00	EA	38,000.00	\$ 38,000.00
PS-56FA	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 -23.0 HP VFD Option/cross line bypass option	1.00	EA	83,500.00	\$ 83,500.00

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PS-56FB	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 - 23.0 HP Soft Start Option/cross line bypass option	2.00	EA	62,000.00 \$	124,000.00
PS-56GA	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP VFD Option/cross line bypass option	2.00	EA	70,000.00 \$	140,000.00
PS-56GB	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP Soft Start Option/cross line bypass option	2.00	EA	51,000.00 \$	102,000.00
PS-56HA	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP VFD Option/cross line bypass option	2.00	EA	78,500.00 \$	157,000.00
PS-56HB	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP Soft Start Option/cross line bypass option	2.00	EA	57,500.00 \$	115,000.00
PS-56IA	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP VFD Option/cross line bypass option	2.00	EA	92,000.00 \$	184,000.00
PS-56IB	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP Soft Start Option/cross line bypass option	2.00	EA	67,500.00 \$	135,000.00
PS-56JA	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP VFD Option/cross line bypass option	2.00	EA	97,000.00 \$	194,000.00
PS-56JB	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP Soft Start Option/cross line bypass option	2.00	EA	68,000.00 \$	136,000.00
PS-56K	Furnish and Install Control Panel 460 Volts/3 Phase 1.0 - 3 HP	1.00	EA	35,000.00 \$	35,000.00
PS-56L	Furnish and Install Control Panel 460 Volts/3 Phase 3.5 - 5 HP	1.00	EA	35,000.00 \$	35,000.00
PS-56M	Furnish and Install Control Panel 460 Volts/3 Phase 5.5 - 7.5 HP	1.00	EA	36,000.00 \$	36,000.00
PS-56N	Furnish and Install Control Panel 460 Volts/3 Phase 8.0 - 10 HP	1.00	EA	36,000.00 \$	36,000.00
PS-56O	Furnish and Install Control Panel 460 Volts/3 Phase 10.5 - 15.0 HP	1.00	EA	36,000.00 \$	36,000.00
PS-56PA	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 - 20.0 HP VFD Option/cross line bypass option	1.00	EA	81,000.00 \$	81,000.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-56PB	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 -20.0 HP Soft Start Option/cross line bypass option	1.00	EA	53,000.00	\$ 53,000.00
PS-56QA	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 -25.0 HP VFD Option/cross line bypass option	1.00	EA	80,000.00	\$ 80,000.00
PS-56QB	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 -25.0 HP Soft Start Option/cross line bypass option	1.00	EA	53,000.00	\$ 53,000.00
PS-56RA	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 -30.0 HP Panel VFD Option/cross line bypass option	1.00	EA	82,000.00	\$ 82,000.00
PS-56RB	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 -30.0 HP Panel Soft Start Option/cross line bypass option	1.00	EA	55,000.00	\$ 55,000.00
PS-56S	Furnish and Install Control Panel 460 Volts/3 Phase 30.5 -40.0 HP Panel - VFD/cross line bypass option	1.00	EA	90,000.00	\$ 90,000.00
PS-56T	Furnish and Install Control Panel 460 Volts/3 Phase 50.0 HP Panel - VFD/cross line bypass option	1.00	EA	93,000.00	\$ 93,000.00
PS-56U	Furnish and Install Control Panel 460 Volts/3 Phase 60.0 HP Panel - VFD/cross line bypass option	1.00	EA	103,000.00	\$ 103,000.00
PS-56V	Furnish and Install Control Panel 460 Volts/3 Phase 75.0 HP Panel - VFD/cross line bypass option	1.00	EA	120,000.00	\$ 120,000.00
PS-56W	Furnish and Install Control Panel 460 Volts/3 Phase 90.0 HP Panel - VFD/cross line bypass option	1.00	EA	130,000.00	\$ 130,000.00
PS-56X	Furnish and Install Control Panel 460 Volts/3 Phase 51.0 - 60.0 HP Panel - VFD - Triplex /cross line bypass option	1.00	EA	135,000.00	\$ 135,000.00
PS-56 Subtotal					\$ 2,879,000.00
PS-57 Furnish and Install Wet Well Mixer					
PS-57A	Furnish and Install Wet Well Mixer ITT Flygt 2.3HP mixer model #SR4620	1.00	EA	17,000.00	\$ 17,000.00
PS-57B	Furnish and Install Wet Well Mixer ABS 2 HP mixer model #RW2022	1.00	EA	13,000.00	\$ 13,000.00
PS-57 Subtotal					\$ 30,000.00
PS-58 Furnish and Install Level Sensors					

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-58A	Furnish and Install Level Sensors Greyline	5.00	EA	5,800.00	\$ 29,000.00
PS-58B	Furnish and Install Level Sensors Bubbler	5.00	EA	10,000.00	\$ 50,000.00
PS-58C	Furnish and Install Level Sensors HydroRanger/XPS-15	5.00	EA	6,400.00	\$ 32,000.00
PS-58 Subtotal					\$ 111,000.00
PS-59	Furnish and Install Floats	10.00	SET	1,660.00	\$ 16,600.00
PS-60	SCADA/RTU Panel Relocation	4.00	EA	6,000.00	\$ 24,000.00
PS-61	Furnish and Install New Motorola ACE with Cellular SCADA/RTU Panel	2.00	EA	14,000.00	\$ 28,000.00
PS-59 THROUGH PS-61 Subtotal					\$ 68,600.00
PS-62 Furnish and Install New Submersible Pumps 3 HP Pump or less CP or N series/HC Impeller Option					
PS-62A	New Submersible Pumps 3 HP Pump or less CP or N series/HC impeller option	2.00	EA	5,800.00	\$ 11,600.00
PS-62B	New Submersible Pumps 3.5 - 5 HP Pump CP or N series/HC impeller option	2.00	EA	8,400.00	\$ 16,800.00
PS-62C	New Submersible Pumps 5.5 - 7.5 HP Pump CP or N series/HC impeller option	2.00	EA	10,000.00	\$ 20,000.00
PS-62D	New Submersible Pumps 7.5 - 10 HP Pump CP or N series/HC impeller option	2.00	EA	11,700.00	\$ 23,400.00
PS-62E	New Submersible Pumps 10.5 - 12 HP Pump CP or N series/HC impeller option	2.00	EA	15,000.00	\$ 30,000.00
PS-62F	New Submersible Pumps 12.5 - 15 HP Pump CP or N series/HC impeller option	3.00	EA	17,500.00	\$ 52,500.00
PS-62G	New Submersible Pumps 15.5 - 23 HP Pump CP or N series/HC impeller option	3.00	EA	21,000.00	\$ 63,000.00
PS-62H	New Submersible Pumps 23.5 - 25 HP Pump CP or N series/HC impeller option	2.00	EA	22,000.00	\$ 44,000.00
PS-62I	New Submersible Pumps 25.5 - 30 HP Pump CP or N series/HC impeller option	2.00	EA	26,000.00	\$ 52,000.00
PS-62J	New Submersible Pumps 30.5 - 35 HP Pump CP or N series/HC impeller option	2.00	EA	27,000.00	\$ 54,000.00
PS-62K	New Submersible Pumps 35.5 - 40 HP Pump CP or N series/HC impeller option	2.00	EA	34,500.00	\$ 69,000.00
PS-62L	New Submersible Pumps 40.5 - 47 HP Pump CP or N series/HC impeller option	2.00	EA	36,500.00	\$ 73,000.00
PS-62M	New Submersible Pumps 47.5 - 50 HP Pump CP or N series/HC impeller option	2.00	EA	37,000.00	\$ 74,000.00
PS-62N	New Submersible Pumps 50.5 - 60 HP Pump CP or N series/HC impeller option	2.00	EA	40,000.00	\$ 80,000.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-62O	New Submersible Pumps 60.5 - 75 HP Pump CP or N series/HC impeller option	2.00	EA	44,000.00	\$ 88,000.00
PS-62P	New Submersible Pumps 75.5 - 90 HP Pump CP or N series/HC impeller option	2.00	EA	63,000.00	\$ 126,000.00
PS-62 Subtotal					\$ 877,300.00
PS-63	Furnish and Install Mix Flush Valve 3 - 23 HP	1.00	EA	3,700.00	\$ 3,700.00
PS-64	Pump Preventive Maintenance Testing	2.00	EA	750.00	\$ 1,500.00
PS-65	Furnish and Install Area Lighting on 10 Foot Pole	10.00	EA	3,400.00	\$ 34,000.00
PS-66	Furnish and Install Area Lighting on Gooseneck	4.00	EA	350.00	\$ 1,400.00
PS-67	Furnish and Install Short Pole Area Lighting	5.00	EA	2,000.00	\$ 10,000.00
PS-68	Generator Electrical Work & Start-up	1.00	EA	13,150.00	\$ 13,150.00
PS-63 THROUGH PS-68 Subtotal					\$ 63,750.00
PS-69	Furnish and Install Pump Discharge Connection				
PS-69A	Pump Discharge Connection (4")	1.00	EA	1,725.00	\$ 1,725.00
PS-69B	Pump Discharge Connection (6")	1.00	EA	2,720.00	\$ 2,720.00
PS-69C	Pump Discharge Connection (8")	1.00	EA	4,900.00	\$ 4,900.00
PS-69D	Pump Discharge Connection (10")	1.00	EA	5,000.00	\$ 5,000.00
PS-69E	Pump Discharge Connection (12")	1.00	EA	8,000.00	\$ 8,000.00
PS-69 Subtotal					\$ 22,345.00
PS-70	New Replacement S.S Pump Guide Rails - 2 inch	100.00	LF	37.00	\$ 3,700.00
PS-71	New Replacement S.S Pump Guide Rails - 3 Inch	25.00	LF	45.00	\$ 1,125.00
PS-70 THROUGH PS-71 Subtotal					\$ 4,825.00
PS-72	New Replacement S.S Guide Rail Brackets				
PS-72A	New Replacement S.S Guide Rail Brackets (2 In. Upper Guide Rail Bracket)	5.00	EA	270.00	\$ 1,350.00
PS-72B	New Replacement S.S Guide Rail Brackets (2 In. Intermediate Bracket)	4.00	EA	350.00	\$ 1,400.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-72C	New Replacement S.S Guide Rail Brackets (3 In. Upper Guide Rail Bracket)	4.00	EA	250.00 \$	1,000.00
PS-72D	New Replacement S.S Guide Rail Brackets (3 In. Intermediate Bracket)	2.00	EA	375.00 \$	750.00
PS-72 Subtotal				\$	4,500.00
PS-73	Furnish and Install PVC "p" Trap in Wet Well - 4 inch	5.00	EA	300.00 \$	1,500.00
PS-74	Furnish and Install PVC Vent in Wet Well	4.00	EA	800.00 \$	3,200.00
PS-75	Remove PVC "p" Traps in Wet Well and Replace with Flanged All-Rubber Duck Bill Type Check Valve	4.00	EA	500.00 \$	2,000.00
PS-73 THROUGH PS-75				\$	6,700.00
PS-76	Furnish and Install Cam-Lok Coupling Adapter & Dust Cap				
PS-76A	Cam-Lok Coupling Adapter & Dust Cap (4" S.S. male IPS X male Cam-Lok & Female Dust Cap)	8.00	EA	600.00 \$	4,800.00
PS-76B	Cam-Lok Coupling Adapter & Dust Cap (6" S.S. male IPS X male Cam-Lok & Female Dust Cap)	4.00	EA	950.00 \$	3,800.00
PS-76C	Cam-Lok Coupling Adapter & Dust Cap (8" S.S. male IPS X male Cam-Lok & Female Dust Cap)	2.00	EA	1,300.00 \$	2,600.00
PS-76 Subtotal				\$	11,200.00
PS-77	Furnish and Install Exterior Pump Out Connection Enclosure	5.00	EA	3,700.00 \$	18,500.00
PS-78	Relocate Existing Potable Water Service	4.00	EA	900.00 \$	3,600.00
PS-79	Clean and Paint Valve Vault Concrete and Piping	1.00	EA	2,000.00 \$	2,000.00
PS-80	Clean and Paint Valve Vault Concrete	2.00	EA	1,000.00 \$	2,000.00
PS-81	Clean Existing Wet Well and Dispose of Waste	19.00	EA	2,800.00 \$	53,200.00
PS-82	Wet Wall Fillet Concrete	50.00	CF	30.00 \$	1,500.00
PS-83	Ballast Concrete	24.00	CY	120.00 \$	2,880.00
PS-85	Maintenance of Traffic	25,000.00	UNIT	1.00 \$	25,000.00
PS-77 THROUGH PS-85 Subtotal				\$	108,680.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-86-94 Labor Rates					
PS-86	Labor Rates Foreman	99.00	HR	85.00 \$	8,415.00
PS-87	Labor Rates Skilled	100.00	HR	65.00 \$	6,500.00
PS-88	Labor Rates Welder with Equipment & Materials	6.00	DAY	1,200.00 \$	7,200.00
PS-89	Labor Rates Un-Skilled	100.00	HR	45.00 \$	4,500.00
PS-90	Labor Rates Electrician	100.00	HR	72.00 \$	7,200.00
PS-91	Labor Rates Electrician Helper	100.00	HR	55.00 \$	5,500.00
PS-92	Labor Rates Backhoe Operator	50.00	HR	51.00 \$	2,550.00
PS-93	Labor Rates Crane Truck Operator	50.00	HR	51.00 \$	2,550.00
PS-94	Labor Rates Dump Truck Driver	50.00	HR	51.00 \$	2,550.00
PS-86 THROUGH PS-94 Subtotal					
				\$	46,965.00
PS-95-107 Equipment Rental					
PS-95	Equipment Rental Backhoe (1.0 Cubic Yard Bucket)	20.00	DAY	400.00 \$	8,000.00
PS-96	Equipment Rental Dump Truck (5 Cubic Yards)	20.00	DAY	350.00 \$	7,000.00
PS-97	Equipment Rental Trencher (40 HP)	8.00	DAY	300.00 \$	2,400.00
PS-98	Equipment Rental Generator (10 KW)	6.00	DAY	200.00 \$	1,200.00
PS-99	Equipment Rental Equipment Truck (1 Ton FB)	6.00	DAY	125.00 \$	750.00
PS-100	Equipment Rental Trash Pump - 3"	6.00	DAY	45.00 \$	270.00
PS-101	Equipment Rental Diesel Pump - 6"	10.00	DAY	125.00 \$	1,250.00
PS-102	Equipment Rental Vacuum Truck - 3000 gallon (Standby)	8.00	HR	90.00 \$	720.00
PS-103	Equipment Rental Vacuum Truck - 3000 gallon (In Use)	8.00	HR	110.00 \$	880.00
PS-104	Equipment Rental Vacuum Truck - 5000 gallon (Standby)	8.00	HR	200.00 \$	1,600.00
PS-105	Equipment Rental Vacuum Truck - 5000 gallon (In Use)	8.00	HR	215.00 \$	1,720.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-106	Equipment Rental Light Tower with Generator	8.00	DAY	100.00 \$	800.00
PS-107	Equipment Rental Crane Truck (25 Ton or less)	6.00	DAY	500.00 \$	3,000.00
	PS-95 THROUGH PS-107 Subtotal			\$	29,590.00
		Base Bid		\$	5,322,777.00
999-0000	Unspecified Work (Allowance)	400,000.00	EA	1.00 \$	400,000.00
	Add Base Bid + Unspecified Work for Total Bid	Total Bid		\$	5,722,777.00

SECTION A - GENERAL CONDITIONS

7. **PUBLIC REVIEW AT BID OPENING:** Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

8. **BID TABULATION INQUIRIES:**
Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute 119.071(1)(b)2.

9. **AWARD OF CONTRACT:**
 - (a) The Contract will be awarded to the lowest responsive, responsible Bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
 - (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the Bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
 - (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the Contract shall be awarded to one Bidder by drawing lots in public.
 - (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.

10. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE BIDDER:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) Bidder, for any Contract, such bids or proposals shall be judged non-responsive. Related parties mean Bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another Bidder or proposer for the same Contract or in which a parent company or the principles thereof of one (1) Bidder or proposer have a direct or indirect ownership interest in another Bidder or proposer for the same Contract.

11. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.

12. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the Agreement.

EXHIBIT “B”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 15

No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	Remarks
	Mobilization/ Demobilization					
PS-1A	Mobilization/ Demobilization \$2,500 or less		EA	\$325.00		
PS-1B	Mobilization/ Demobilization \$5,000 or less		EA	\$375.00	\$ -	
PS-1C	Mobilization/ Demobilization \$7,500 or less		EA	\$600.00	\$ -	
PS-1D	Mobilization/ Demobilization \$7,501 or greater	1	EA	\$8,200.00	\$ 8,200.00	
	Execution of General Requirements					
PS-2A	Execution of General Requirements \$2,500 or less		EA	\$300.00	\$ -	
PS-2B	Execution of General Requirements \$5,000 or less		EA	\$450.00	\$ -	
PS-2C	Execution of General Requirements \$7,500 or less		EA	\$650.00	\$ -	
PS-2D	Execution of General Requirements \$7,501 or greater	1	EA	\$3,200.00	\$ 3,200.00	
	Initial Excavation Per Dig - 20 LF					
PS-3A	Initial Excavation Per Dig - 20 LF 0'-6' depth	2	EA	\$2,200.00	\$ 4,400.00	Two excavations FM & RCW
PS-3B	Initial Excavation Per Dig - 20 LF 6'-8' depth		EA	\$400.00	\$ -	
PS-3C	Initial Excavation Per Dig - 20 LF 8'-10' depth		EA	\$400.00	\$ -	
PS-3D	Initial Excavation Per Dig - 20 LF 10'-12' depth		EA	\$405.00	\$ -	
PS-3E	Initial Excavation Per Dig - 20 LF 12'-14' depth		EA	\$410.00	\$ -	
PS-3F	Initial Excavation Per Dig - 20 LF 14'-16' depth		EA	\$420.00	\$ -	
PS-3G	Initial Excavation Per Dig - 20 LF 16'-18' depth		EA	\$500.00	\$ -	
PS-3H	Initial Excavation Per Dig - 20 LF 18' or higher depth		EA	\$525.00	\$ -	
	Additional Excavation Per Dig - 10 LF					
PS-4A	Additional Excavation Per Dig - 10 LF 0'-6' depth	2	EA	\$1,300.00	\$ 2,600.00	
PS-4B	Additional Excavation Per Dig - 10 LF 6'-8' depth		EA	\$350.00	\$ -	
PS-4C	Additional Excavation Per Dig - 10 LF 8'-10' depth		EA	\$350.00	\$ -	
PS-4D	Additional Excavation Per Dig - 10 LF 10'-12' depth		EA	\$350.00	\$ -	
PS-4E	Additional Excavation Per Dig - 10 LF 12'-14' depth		EA	\$350.00	\$ -	
PS-4F	Additional Excavation Per Dig - 10 LF 14'-16' depth		EA	\$360.00	\$ -	
PS-4G	Additional Excavation Per Dig - 10 LF 16'-18' depth		EA	\$360.00	\$ -	
PS-4H	Additional Excavation Per Dig - 10 LF 18' or higher depth		EA	\$360.00	\$ -	
	By-Pass Pumping Set Up w / 2 pumps					
PS-5A	By-Pass Pumping Set Up w / 2 pumps 0 HP to 3HP		EA	\$900.00	\$ -	
PS-5B	By-Pass Pumping Set Up w / 2 pumps 3.1 HP to 5HP	1	EA	\$1,400.00	\$ 1,400.00	
PS-5C	By-Pass Pumping Set Up w / 2 pumps 5.1 HP to 7.5HP		EA	\$1,400.00	\$ -	
PS-5D	By-Pass Pumping Set Up w / 2 pumps 7.6 HP to 10HP		EA	\$1,500.00	\$ -	
PS-5E	By-Pass Pumping Set Up w / 2 pumps 10.1 HP to 15HP		EA	\$1,500.00	\$ -	
PS-5F	By-Pass Pumping Set Up w / 2 pumps 15.1 HP to 20HP		EA	\$1,800.00	\$ -	
PS-5G	By-Pass Pumping Set Up w / 2 pumps 20.1 HP to 47HP		EA	\$2,000.00	\$ -	
PS-5H	By-Pass Pumping Set Up w / 2 pumps 47.1 HP to 88 HP		EA	\$3,000.00	\$ -	
PS-5I	By-Pass Pumping Set Up w / 2 pumps 88.1 HP and greater		EA	\$4,000.00	\$ -	
	By-Pass Pumping Operation with 2 pumps					
PS-6A	By-Pass Pumping Operation with 2 pumps 0 HP to 3HP		DAYS	\$500.00	\$ -	
PS-6B	By-Pass Pumping Operation with 2 pumps 3.1 HP to 5HP	50	DAYS	\$850.00	\$ 42,500.00	
PS-6C	By-Pass Pumping Operation with 2 pumps 5.1 HP to 7.5HP		DAYS	\$875.00	\$ -	
PS-6D	By-Pass Pumping Operation with 2 pumps 7.6 HP to 10HP		DAYS	\$900.00	\$ -	
PS-6E	By-Pass Pumping Operation with 2 pumps 10.1 HP to 15HP		DAYS	\$900.00	\$ -	
PS-6F	By-Pass Pumping Operation with 2 pumps 15.1 HP to 20HP		DAYS	\$1,000.00	\$ -	
PS-6G	By-Pass Pumping Operation with 2 pumps 20.1 HP to 47HP		DAYS	\$1,050.00	\$ -	

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 15

No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	Remarks
PS-6H	By-Pass Pumping Operation with 2 pumps 47.1 HP to 88 HP		DAYS	\$1,100.00	\$ -	
PS-6I	By-Pass Pumping Operation with 2 pumps 88.1 HP and greater		DAYS	\$1,100.00	\$ -	
	Well Point Dewatering-Initial 12 Points					
PS-7A	Well Point Dewatering-Initial 12 Points 0'-6' depth		EA	\$1,450.00	\$ -	
PS-7B	Well Point Dewatering-Initial 12 Points 6'-8' depth		EA	\$900.00	\$ -	
PS-7C	Well Point Dewatering-Initial 12 Points 8'-10' depth		EA	\$900.00	\$ -	
PS-7D	Well Point Dewatering-Initial 12 Points 10'-12' depth		EA	\$900.00	\$ -	
PS-7E	Well Point Dewatering-Initial 12 Points 12'-14' depth		EA	\$900.00	\$ -	
PS-7F	Well Point Dewatering-Initial 12 Points 14'-16' depth	1	EA	\$900.00	\$ 900.00	For wet well liner installation
PS-7G	Well Point Dewatering-Initial 12 Points 16'-18' depth		EA	\$900.00	\$ -	
PS-7H	Well Point Dewatering-Initial 12 Points 18' or higher depth		EA	\$900.00	\$ -	
	Well Point Dewatering-Additional per Well Point					
PS-8A	Well Point Dewatering-Additional per Well Point 0'-6' depth		EA	\$35.00	\$ -	
PS-8B	Well Point Dewatering-Additional per Well Point 6'-8' depth		EA	\$35.00	\$ -	
PS-8C	Well Point Dewatering-Additional per Well Point 8'-10' depth		EA	\$35.00	\$ -	
PS-8D	Well Point Dewatering-Additional per Well Point 10'-12' depth		EA	\$35.00	\$ -	
PS-8E	Well Point Dewatering-Additional per Well Point 12'-14' depth		EA	\$35.00	\$ -	
PS-8F	Well Point Dewatering-Additional per Well Point 14'-16' depth		EA	\$35.00	\$ -	
PS-8G	Well Point Dewatering-Additional per Well Point 16'-18' depth		EA	\$35.00	\$ -	
PS-8H	Well Point Dewatering-Additional per Well Point 18' or higher depth		EA	\$35.00	\$ -	
	Furnish and Install Gate Valve / Resilient Wedge					
PS-9A	Furnish and Install Gate Valve 4" diameter	3	EA	\$800.00	\$ 2,400.00	
PS-9B	Furnish and Install Gate Valve 6" diameter		EA	\$1,020.00	\$ -	
PS-9C	Furnish and Install Gate Valve 8" diameter		EA	\$1,420.00	\$ -	
PS-9D	Furnish and Install Gate Valve 10" diameter		EA	\$2,035.00	\$ -	
PS-9E	Furnish and Install Gate Valve 12" diameter		EA	\$2,345.00	\$ -	
	Furnish and Install Check Valve / Swing type Lever Weight					
PS-10A	Furnish and Install Check Valve 4" diameter	2	EA	\$1,400.00	\$ 2,800.00	
PS-10B	Furnish and Install Check Valve 6" diameter		EA	\$1,600.00	\$ -	
PS-10C	Furnish and Install Check Valve 8" diameter		EA	\$2,300.00	\$ -	
PS-10D	Furnish and Install Check Valve 10" diameter		EA	\$3,200.00	\$ -	
PS-10E	Furnish and Install Check Valve 12" diameter		EA	\$4,400.00	\$ -	
	Furnish and Install C-900 DR-18 PVC Pipe (Force or Gravity Main)					
PS-11A	Furnish and Install C-900 DR-18 PVC Pipe (Force or Gravity Main)4" diameter	40	LF	\$25.00	\$ 1,000.00	
PS-11B	Furnish and Install C-900 DR-18 PVC Pipe (Force or Gravity Main)6" diameter		LF	\$35.00	\$ -	
PS-11C	Furnish and Install C-900 DR-18 PVC Pipe (Force or Gravity Main)8" diameter		LF	\$40.00	\$ -	
PS-11D	Furnish and Install C-900 DR-18 PVC Pipe (Force or Gravity Main)10" diameter		LF	\$45.00	\$ -	
PS-11E	Furnish and Install C-900 DR-18 PVC Pipe (Force or Gravity Main)12" diameter		LF	\$48.00	\$ -	
	Furnish and Install Ductile Iron Pipe Replacement (Flanged and Coated)					
PS-12A	Furnish and Install Ductile Iron Pipe Replacement (Flanged and Coated) 4" diameter		LF	\$195.00	\$ -	
PS-12B	Furnish and Install Ductile Iron Pipe Replacement (Flanged and Coated) 6" diameter		LF	\$212.00	\$ -	
PS-12C	Furnish and Install Ductile Iron Pipe Replacement (Flanged and Coated) 8" diameter		LF	\$295.00	\$ -	
PS-12D	Furnish and Install Ductile Iron Pipe Replacement (Flanged and Coated) 10" diameter		LF	\$340.00	\$ -	

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 15

No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	Remarks
PS-12E	Furnish and Install Ductile Iron Pipe Replacement (Flanged and Coated) 12" diameter		LF	\$375.00	\$ -	
	Furnish and Install Stainless Steel (316-Sch. 40) Pipe					
PS-13A	Furnish and Install Stainless Steel (316-Sch. 40) Pipe 4" diameter	38	LF	\$125.00	\$ 4,750.00	
PS-13B	Furnish and Install Stainless Steel (316-Sch. 40) Pipe 6" diameter		LF	\$145.00	\$ -	
PS-13C	Furnish and Install Stainless Steel (316-Sch. 40) Pipe 8" diameter		LF	\$200.00	\$ -	
PS-13D	Furnish and Install Stainless Steel (316-Sch. 40) Pipe 10" diameter		LF	\$210.00	\$ -	
PS-13E	Furnish and Install Stainless Steel (316-Sch. 40) Pipe 12" diameter		LF	\$230.00	\$ -	
	Furnish and Install Stainless Steel (316) Pipe Flanges					
PS-14A	Furnish and Install Stainless Steel (316) Pipe Flanges 4" pipe flange	8	EA	\$200.00	\$ 1,600.00	
PS-14B	Furnish and Install Stainless Steel (316) Pipe Flanges 6" pipe flange		EA	\$240.00	\$ -	
PS-14C	Furnish and Install Stainless Steel (316) Pipe Flanges 8" pipe flange		EA	\$350.00	\$ -	
PS-14D	Furnish and Install Stainless Steel (316) Pipe Flanges 10" pipe flange		EA	\$400.00	\$ -	
PS-14E	Furnish and Install Stainless Steel (316) Pipe Flanges 12" pipe flange		EA	\$475.00	\$ -	
PS-15	Furnish and Install Ductile Iron Fittings and Restraints	698	LBS	\$10.00	\$ 6,980.00	
PS-16	Furnish and Install Stainless Steel Fittings and Restraints	106.5	LBS	\$16.00	\$ 1,704.00	
PS-17	Furnish and Install Stainless Steel Pressure Gauge Connections	2	EA	\$675.00	\$ 1,350.00	Plus adder for gauges
PS-18A	Furnish and Install Stainless Steel (304) Pipe Saddle Supports 4" diameter	2	EA	\$300.00	\$ 600.00	Supports to be 316ss
PS-18B	Furnish and Install Stainless Steel (304) Pipe Saddle Supports 6" diameter		EA	\$300.00	\$ -	
PS-18C	Furnish and Install Stainless Steel (304) Pipe Saddle Supports 8" diameter		EA	\$310.00	\$ -	
PS-18D	Furnish and Install Stainless Steel (304) Pipe Saddle Supports 10" diameter		EA	\$315.00	\$ -	
PS-18E	Furnish and Install Stainless Steel (304) Pipe Saddle Supports 12" diameter		EA	\$315.00	\$ -	
PS-19	Furnish and Install Bollards (Per Detail)		EA	\$325.00	\$ -	
PS-20	Furnish and Install Wet Well - Concrete		CY	\$500.00	\$ -	
PS-21	Furnish and Install Wet Well - Fiberglass		SF	\$65.00	\$ -	
PS-22	Furnish and Install Manhole with Frame and Cover less than 12 Feet deep		VF	\$425.00	\$ -	
PS-23	Furnish and Install Manhole with Frame and Cover greater than 12 Feet deep		VF	\$440.00	\$ -	
PS-24	Furnish and Install Wet Well Top Slab, Access Frame and Door (HS-20 Rated)	28.5	SF	\$138.00	\$ 3,933.00	72" Round
PS-25	Furnish and Install Wet Well Top Slab, Access Frame and Door (300 PSF Rated)		SF	\$185.00	\$ -	
PS-26A	Furnish and Install Valve Vault (Duplex) 6' x 6'	1	EA	\$3,800.00	\$ 3,800.00	
PS-26B	Furnish and Install Valve Vault (Duplex) 7' x 7'		EA	\$5,500.00	\$ -	
PS-26C	Furnish and Install Valve Vault (Duplex) 7' 6" x 8'		EA	\$5,700.00	\$ -	
PS-26D	Furnish and Install Valve Vault (Duplex) 8' 6" x 9'		EA	\$6,200.00	\$ -	
PS-26E	Furnish and Install Valve Vault (Duplex) 9' x 10'		EA	\$7,500.00	\$ -	
PS-27A	Furnish and Install Valve Vault (Triplex) 6' x 7'		EA	\$4,000.00	\$ -	
PS-27B	Furnish and Install Valve Vault (Triplex) 7' x 8'		EA	\$5,300.00	\$ -	
PS-27C	Furnish and Install Valve Vault (Triplex) 7' 6" x 10'		EA	\$6,000.00	\$ -	
PS-27D	Furnish and Install Valve Vault (Triplex) 8' 6" x 11'		EA	\$7,500.00	\$ -	
PS-27E	Furnish and Install Valve Vault (Triplex) 9' x 12'		EA	\$13,000.00	\$ -	
PS-28	Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Duplex)	36	SF	\$190.00	\$ 6,840.00	60" x 60" hatch
PS-29	Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Triplex)		SF	\$195.00	\$ -	
PS-30	Furnish and Install Valve Vault Top Slab, Access Frame and Door (300 PSF Rated) (Duplex)		SF	\$182.00	\$ -	

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 15

No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	Remarks
PS-31	Furnish and Install Valve Vault Top Slab, Access Frame and Door (300 PSF Rated) (Triplex)		SF	\$185.00	\$ -	
PS-32A	Furnish and Install Inside PVC Drop Connection to Wet Well 4"		VF	\$180.00	\$ -	
PS-32B	Furnish and Install Inside PVC Drop Connection to Wet Well 6"		VF	\$200.00	\$ -	
PS-32C	Furnish and Install Inside PVC Drop Connection to Wet Well 8"		VF	\$225.00	\$ -	
PS-32D	Furnish and Install Inside PVC Drop Connection to Wet Well 10"		VF	\$250.00	\$ -	
PS-32E	Furnish and Install Inside PVC Drop Connection to Wet Well 12"		VF	\$260.00	\$ -	
PS-32F	Furnish and Install Inside PVC Drop Connection to Wet Well Over 12 "		VF	\$275.00	\$ -	
PS-33	Furnish and Install Fiberglass Liner With Top and Grout	217	SF	\$69.00	\$ 14,973.00	4' ID
PS-34	Install Polymorphic Resin (I.E.T.) Liner Systems		SF	\$26.00	\$ -	
PS-35	Install 100% Calcium Aluminate (Sewper Coat™) Lining System (minimum 1" thickness)		SF	\$23.00	\$ -	
PS-36	Install SpectraShield™ Lining System		SF	\$23.00	\$ -	
PS-37	Install Urethane/ Epoxy, Polyurea (Green Monster™) Lining System		SF	\$31.00	\$ -	
PS-38	Furnish and Install Wet Well Draw Tube		VF	\$75.00	\$ -	
PS-39	Furnish, Install and Remove Temporary Sheeting	560	SF	\$20.00	\$ 11,200.00	excavation of valve box and box for RW excavation
PS-40	Furnish and Install Permanent Sheeting		SF	\$35.00	\$ -	
	Pavement Base & Base Restoration					
PS-41	Pavement Base & Base Restoration 6" Crushed Concrete		SY	\$15.00	\$ -	
	Asphalt Pavement Base & Base Restoration					
PS-42	Asphalt Pavement Base & Base Restoration 4" Asphaltic Base		SY	\$38.00	\$ -	
	Asphalt Surface Pavement					
PS-43	Asphalt Surface Pavement 1" PC-3 ACSC	13.6	SY	\$17.00	\$ 231.20	RW road patch 7' x 7' x 2.5"
PS-44	Flowable Fill		CY	\$125.00	\$ -	
PS-45	Shell Driveway Base, 6" Thick	105	SY	\$45.00	\$ 4,725.00	24" thick for asp & 12" brick road
PS-46	Furnish and Install Structural Concrete (4000 psi)		CY	\$900.00	\$ -	
PS-47	Remove/Reconstruct Concrete Driveways/Control Panel Slabs: All 6 inches thick around wet wells	2	SY	\$285.00	\$ 570.00	control pan slab 6'x3'
PS-48	Pea Gravel Driveway		CY	\$300.00	\$ -	
PS-49	Remove/Reconstruct Concrete Sidewalks		CY	\$450.00	\$ -	
PS-50	Remove/Reconstruct Concrete Curb and Gutters		LF	\$26.00	\$ -	
PS-51	Grass Restoration by Seeding		SY	\$3.00	\$ -	
PS-52	Grass Restoration by Sodding	200	SY	\$7.00	\$ 1,400.00	
PS-53	Special Refill Materials - Crushed Stone	10	CY	\$38.00	\$ 380.00	
PS-54	Special Backfill Materials - Sand	10	CY	\$30.00	\$ 300.00	Brick DWY
PS-55A	Remove and Replace Concrete for Wall Penetrations 2" Diameter or less Hole	5	EA	\$315.00	\$ 1,575.00	three 2" w/ one 1" elec, one 2" P-trap
PS-55B	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	3	EA	\$375.00	\$ 1,125.00	crossover pipes and vent
PS-55C	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole		EA	\$525.00	\$ -	
PS-55D	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole		EA	\$650.00	\$ -	
PS-55E	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole		EA	\$670.00	\$ -	
PS-55F	Remove and Replace Concrete for Wall Penetrations Greater than 10 " Hole		EA	\$680.00	\$ -	
	Furnish and Install Control Panel 230 Volts/3 Phase					
PS-56AA	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP Contact Motor Starter		EA	\$28,000.00	\$ -	
PS-56AB	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option		EA	\$42,000.00	\$ -	
PS-56BA	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP Contact Motor Starter	1	EA	\$36,000.00	\$ 36,000.00	208V high leg

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 15

No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	Remarks
PS-56BB	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option		EA	\$42,000.00	\$ -	
PS-56C	Furnish and Install Control Panel 230 Volts/3 Phase 5.5 - 7.5 HP		EA	\$34,000.00	\$ -	
PS-56D	Furnish and Install Control Panel 230 Volts/3 Phase 8.0 - 10 HP		EA	\$35,500.00	\$ -	
PS-56E	Furnish and Install Control Panel 230 Volts/3 Phase 10.5 - 15.0 HP		EA	\$38,000.00	\$ -	
PS-56FA	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 - 23.0 HP VFD Option/cross line bypass option		EA	\$83,500.00	\$ -	
PS-56FB	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 - 23.0 HP Soft Start Option/cross line bypass option		EA	\$62,000.00	\$ -	
PS-56GA	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP VFD Option/cross line bypass option		EA	\$70,000.00	\$ -	
PS-56GB	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP Soft Start Option/cross line bypass option		EA	\$51,000.00	\$ -	
PS-56HA	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP VFD Option/cross line bypass option		EA	\$78,500.00	\$ -	
PS-56HB	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP Soft Start Option/cross line bypass option		EA	\$57,500.00	\$ -	
PS-56IA	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP VFD Option/cross line bypass option		EA	\$92,000.00	\$ -	
PS-56IB	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP Soft Start Option/cross line bypass option		EA	\$67,500.00	\$ -	
PS-56JA	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP VFD Option/cross line bypass option		EA	\$97,000.00	\$ -	
PS-56JB	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP Soft Start Option/cross line bypass option		EA	\$68,000.00	\$ -	
	Furnish and Install Control Panel 460 Volts/3 Phase					
PS-56K	Furnish and Install Control Panel 460 Volts/3 Phase 1.0 - 3 HP		EA	\$35,000.00	\$ -	
PS-56L	Furnish and Install Control Panel 460 Volts/3 Phase 3.5 - 5 HP		EA	\$35,000.00	\$ -	
PS-56M	Furnish and Install Control Panel 460 Volts/3 Phase 5.5 - 7.5 HP		EA	\$36,000.00	\$ -	
PS-56N	Furnish and Install Control Panel 460 Volts/3 Phase 8.0 - 10 HP		EA	\$36,000.00	\$ -	
PS-56O	Furnish and Install Control Panel 460 Volts/3 Phase 10.5 - 15.0 HP		EA	\$36,000.00	\$ -	
PS-56PA	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 - 20.0 HP VFD Option/cross line bypass option		EA	\$81,000.00	\$ -	
PS-56PB	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 - 20.0 HP Soft Start Option/cross line bypass option		EA	\$53,000.00	\$ -	
PS-56QA	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 - 25.0 HP VFD Option/cross line bypass option		EA	\$80,000.00	\$ -	
PS-56QB	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 - 25.0 HP Soft Start Option/cross line bypass option		EA	\$53,000.00	\$ -	
PS-56RA	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 - 30.0 HP Panel VFD Option/cross line bypass option		EA	\$82,000.00	\$ -	
PS-56RB	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 - 30.0 HP Panel Soft Start Option/cross line bypass option		EA	\$55,000.00	\$ -	
PS-56S	Furnish and Install Control Panel 460 Volts/3 Phase 30.5 - 40.0 HP Panel - VFD/cross line bypass option		EA	\$90,000.00	\$ -	
PS-56T	Furnish and Install Control Panel 460 Volts/3 Phase 50.0 HP Panel - VFD/cross line bypass option		EA	\$93,000.00	\$ -	

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 15

No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	Remarks
PS-56U	Furnish and Install Control Panel 460 Volts/3 Phase 60.0 HP Panel - VFD/cross line bypass option		EA	\$103,000.00	\$ -	
PS-56V	Furnish and Install Control Panel 460 Volts/3 Phase 75.0 HP Panel - VFD/cross line bypass option		EA	\$120,000.00	\$ -	
PS-56W	Furnish and Install Control Panel 460 Volts/3 Phase 90.0 HP Panel - VFD/cross line bypass option		EA	\$130,000.00	\$ -	
PS-56X	Furnish and Install Control Panel 460 Volts/3 Phase 51.0 - 60.0 HP Panel - VFD - Triplex /cross line bypass option		EA	\$135,000.00	\$ -	
PS-57A	Furnish and Install Wet Well Mixer ITT Flygt 2.3HP mixer model #SR4620		EA	\$17,000.00	\$ -	
PS-57B	Furnish and Install Wet Well Mixer ABS 2 HP mixer model #RW2022		EA	\$13,000.00	\$ -	
PS-58A	Furnish and Install Level Sensors Greyline		EA	\$5,800.00	\$ -	
PS-58B	Furnish and Install Level Sensors Bubbler		EA	\$10,000.00	\$ -	
PS-58C	Furnish and Install Level Sensors HydroRanger/XPS-15	1	EA	\$6,400.00	\$ 6,400.00	
PS-59	Furnish and Install Floats	1	SET	1,660.00	\$ 1,660.00	
PS-60	SCADA/RTU Panel Relocation	1	EA	6,000.00	\$ 6,000.00	
PS-61A	Furnish and Install New ACE MOSCAD SCADA/RTU Panel		EA	14,000.00	\$ -	
PS-62A	Furnish and Install New Submersible Pumps 3 HP Pump or less CP or N series/HC impeller option		EA	\$5,800.00	\$ -	
PS-62B	Furnish and Install New Submersible Pumps 3.5 - 5 HP Pump CP or N series/HC impeller option	2	EA	\$8,400.00	\$ 16,800.00	
PS-62C	Furnish and Install New Submersible Pumps 5.5 - 7.5 HP Pump CP or N series/HC impeller option		EA	\$10,000.00	\$ -	
PS-62D	Furnish and Install New Submersible Pumps 7.5 - 10 HP Pump CP or N series/HC impeller option		EA	\$11,700.00	\$ -	
PS-62E	Furnish and Install New Submersible Pumps 10.5 - 12 HP Pump CP or N series/HC impeller option		EA	\$15,000.00	\$ -	
PS-62F	Furnish and Install New Submersible Pumps 12.5 - 15 HP Pump CP or N series/HC impeller option		EA	\$17,500.00	\$ -	
PS-62G	Furnish and Install New Submersible Pumps 15.5 - 23 HP Pump CP or N series/HC impeller option		EA	\$21,000.00	\$ -	
PS-62H	Furnish and Install New Submersible Pumps 23.5 - 25 HP Pump CP or N series/HC impeller option		EA	\$22,000.00	\$ -	
PS-62I	Furnish and Install New Submersible Pumps 25.5 - 30 HP Pump CP or N series/HC impeller option		EA	\$26,000.00	\$ -	
PS-62J	Furnish and Install New Submersible Pumps 30.5 - 35 HP Pump CP or N series/HC impeller option		EA	\$27,000.00	\$ -	
PS-62K	Furnish and Install New Submersible Pumps 35.5 - 40 HP Pump CP or N series/HC impeller option		EA	\$34,500.00	\$ -	
PS-62L	Furnish and Install New Submersible Pumps 40.5 - 47 HP Pump CP or N series/HC impeller option		EA	\$36,500.00	\$ -	
PS-62M	Furnish and Install New Submersible Pumps 47.5 - 50 HP Pump CP or N series/HC impeller option		EA	\$37,000.00	\$ -	
PS-62N	Furnish and Install New Submersible Pumps 50.5 - 60 HP Pump CP or N series/HC impeller option		EA	\$40,000.00	\$ -	
PS-62O	Furnish and Install New Submersible Pumps 60.5 - 75 HP Pump CP or N series/HC impeller option		EA	\$44,000.00	\$ -	
PS-62P	Furnish and Install New Submersible Pumps 75.5 - 90 HP Pump CP or N series/HC impeller option		EA	\$63,000.00	\$ -	
PS-63	Furnish and Install Mix Flush Valve 3- 23 HP		EA	\$3,700.00	\$ -	
PS-64	Pump Preventative Maintenance Testing		EA	\$750.00	\$ -	
PS-65	Furnish and Install Area Lighting on 10 Foot Pole		EA	\$3,400.00	\$ -	

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 15

No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	Remarks
PS-66	Furnish and Install Area Lighting on Gooseneck		EA	\$350.00	\$ -	
PS-67	Furnish and Install Area Lighting on 6 Foot Pole		EA	\$2,000.00	\$ -	
PS-68	Generator Electrical Work & Startup		EA	\$13,150.00	\$ -	
PS-69A	Furnish and Install Pump Discharge Connection 4"	2	EA	\$1,725.00	\$ 3,450.00	
PS-69B	Furnish and Install Pump Discharge Connection 6"		EA	\$2,720.00	\$ -	
PS-69C	Furnish and Install Pump Discharge Connection 8"		EA	\$4,900.00	\$ -	
PS-69D	Furnish and Install Pump Discharge Connection 10"		EA	\$5,000.00	\$ -	
PS-69E	Furnish and Install Pump Discharge Connection 12"		EA	\$8,000.00	\$ -	
PS-70	New Replacement S.S Pump Guide Rails-2 Inch	60	LF	\$37.00	\$ 2,220.00	
PS-71	New Replacement S.S Pump Guide Rails-3 Inch		LF	\$45.00	\$ -	
PS-72A	New Replacement S.S Guide Rail Brackets 2 Inch Upper Guide Rail Bracket	2	EA	\$270.00	\$ 540.00	
PS-72B	New Replacement S.S Guide Rail Brackets 2 Inch Intermediate Bracket		EA	\$350.00	\$ -	
PS-72C	New Replacement S.S Guide Rail Brackets 3 Inch Upper Guide Rail Bracket		EA	\$250.00	\$ -	
PS-72D	New Replacement S.S Guide Rail Brackets 3 Inch Intermediate Bracket		EA	\$375.00	\$ -	
PS-73	Furnish and Install PVC "P" Trap in Wet Well - 4 inch	1	EA	\$300.00	\$ 300.00	2" drain line
PS-74	Furnish and Install PVC Vents in Wet Well	1	EA	\$800.00	\$ 800.00	
PS-75	Remove PVC "P" Traps in Wet Well and Replace with Flanged All-Rubber Duck Bill Type Check Valve	1	EA	\$500.00	\$ 500.00	
PS-76A	Furnish and Install Cam-Lok Coupling Adapter & Dust Cap 4" S.S. male IPS X male Cam-Lok & Female Dust Cap	1	EA	\$600.00	\$ 600.00	
PS-76B	Furnish and Install Cam-Lok Coupling Adapter & Dust Cap 6" S.S. male IPS X male Cam-Lok & Female Dust Cap		EA	\$950.00	\$ -	
PS-76C	Furnish and Install Cam-Lok Coupling Adapter & Dust Cap 8" S.S. male IPS X male Cam-Lok & Female Dust Cap		EA	\$1,300.00	\$ -	
PS-77	Furnish and Install Exterior Pump Out Connection Enclosure		EA	\$3,700.00	\$ -	
PS-78	Relocate Existing Potable Water Service	1	EA	\$900.00	\$ 900.00	For RW service
PS-79	Clean and Paint Valve Vault Concrete and Piping	1	EA	\$2,000.00	\$ 2,000.00	
PS-80	Clean and Paint Valve Vault Concrete		EA	\$1,000.00	\$ -	
PS-81	Clean Existing Wet Well and Dispose of Waste	1	EA	\$2,800.00	\$ 2,800.00	
PS-82	Wet Well Fillet Concrete	4	CF	\$30.00	\$ 120.00	
PS-83	Ballast Concrete		CY	\$120.00	\$ -	
999-0000	Unspecified Work	19050	UNIT	\$ 1.00	\$ 19,050.00	Odor control on vent \$600, five set for 4" pipe & two sets for 2" pipe link seals \$350, two pressure gauges \$500, as-built drawings \$3,500, directional drill RW \$2,000, vegetation \$3,000, linestop \$5,000, adder for 316ss pipe stands \$150, 2" RW line \$2,650, Engineer for lid design \$1,000, compaction testing \$300
PS-85	Maintenance of Traffic	1500	UNIT	\$ 1.00	\$ 1,500.00	
Labor Rates						
PS-86	Labor Rates Forman	32	HR	\$85.00	\$ 2,720.00	Demo valve box, R&R brick DWY, Link Seals, Landscape,
PS-87	Labor Rates Skilled	96	HR	\$65.00	\$ 6,240.00	
PS-88	Labor Rates Welder with Equipment & Materials	2	DAY	\$1,200.00	\$ 2,400.00	
PS-89	Labor Rates Un-Skilled		HR	\$45.00	\$ -	
PS-90	Labor Rates Electrician	3	HR	\$72.00	\$ 216.00	Ground Testing
PS-91	Labor Rates Electrician Helper		HR	\$55.00	\$ -	
PS-92	Labor Rates Backhoe Operator	32	HR	\$51.00	\$ 1,632.00	Demo of valve box & road excavation
PS-93	Labor Rates Crane Truck Operator		HR	\$51.00	\$ -	
PS-94	Labor Rates Dump Truck Driver	48	HR	\$51.00	\$ 2,448.00	
Equipment Rental						

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 15

No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	Remarks
PS-95	Equipment Rental Backhoe (1.0 Cubic Yard Bucket)	5	DAY	\$400.00	\$ 2,000.00	Road excavation & demo of valve box
PS-96	Equipment Rental Dump Truck (5 Cubic Yards)	6	DAY	\$350.00	\$ 2,100.00	Demo of valve box & road excavation
PS-97	Equipment Rental Trencher (40 HP)		DAY	\$300.00	\$ -	
PS-98	Equipment Rental Generator (10 KW)		DAY	\$200.00	\$ -	
PS-99	Equipment Rental Equipment Truck (1 Ton FB)		DAY	\$125.00	\$ -	
PS-100	Equipment Rental Trash Pump - 3"		DAY	\$45.00	\$ -	
PS-101	Equipment Rental Diesel Pump - 6"	7	DAY	\$125.00	\$ 875.00	
PS-102	Equipment Rental Vacuum Truck 3000gal-Standby		HR	\$90.00	\$ -	
PS-103	Equipment Rental Vacuum Truck 3000gal- In Use		HR	\$110.00	\$ -	
PS-104	Equipment Rental Vacuum Truck 5000gal-Standby		HR	\$200.00	\$ -	
PS-105	Equipment Rental Vacuum Truck 5000gal- In Use		HR	\$215.00	\$ -	
PS-106	Equipment Rental Light Tower with Generator		DAY	\$100.00	\$ -	
PS-107	Equipment Rental Crane Truck (25 Ton or less)		DAY	\$500.00	\$ -	
TOTAL PROJECT ESTIMATE					\$ 259,707.20	

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

Issue Considered: Request approval of the Task Order under the Continuing Engineering Services Contract with Cardno, in the amount of \$35,882.00 for the 1st Avenue Fishing Pier Alternatives Analysis.

Date: January 28, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: An inspection was performed on the 1st Avenue Fishing Pier in June of 2019. This inspection found the Pier to be in critical condition and in need of significant structural repairs, resulting in the closing of the Pier. In addition to closing the Pier, the City requested a Task Order from Cardno to perform an alternatives analysis for the repair or replacement of the Pier. Five alternatives will be evaluated with regards to the possible environmental impacts, cost, constructability, and permitting requirements. The results of this analysis will be utilized to implement that alternative which the City finds in its best interest.

Funding: CIP – Fishing Pier Inspection
301-8000-590-0033

Requested Motion: “I move to approve the Task Order under the Continuing Engineering Services Contract with Cardno, in the amount of \$35,882.00 for the 1st Avenue Fishing Pier Alternatives Analysis.”

Attachment: Task Order from Cardno
1st Avenue Fishing Pier Inspection Report

**Reviewed by the
City Manager:**





Exhibit "B"

**TASK ORDER FORM - CONTINUING CONTRACT FOR
PROFESSIONAL DESIGN SERVICES**

<i>Date of Task Order Request</i>	September 1, 2019
-----------------------------------	-------------------

<i>Firm Selected for Task</i>	Cardno
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<i>Task (Project) Name</i>	1 st Avenue Fishing Pier Evaluation
----------------------------	--

<i>Task Description (and other relevant details)</i>	Evaluation of alternatives for repair or replacement of the fishing pier at 1st Avenue on Pass-a-Grille Beach. The Scope of Work includes evaluation of the conditions underneath the pier, preparation of a report evaluating five different alternatives, preparation of cost estimates, and environmental support.
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<i>Task Budget</i>	\$35,882.00
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<i>Task Proposal Due Date</i>	September 27, 2019
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Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order:

Alex Rey
City Manager
City of St. Pete Beach

(Name)
(Firm)

Brett Warner
Assistant Public Works Director
City of St. Pete Beach

Pass-A-Grille Southwest Jetty Pier Structural Inspection Report

City of St. Pete Beach, FL



Prepared for
City of St. Pete Beach, FL



June 28, 2019



380 Park Place Blvd., Suite 300
Clearwater, FL 33759

Cert. of Authorization No. 29915

Table of Contents

1	Introduction	1
1.1	Purpose	1
1.2	Scope of Work	1
1.3	Project Location and Description	1
1.4	Inspection Methodology	2
2	Inspection Findings	4
2.1	Superstructure	4
2.1.1	Railing	4
2.1.2	Deck	5
2.2	Substructure	7
2.2.1	Pile Caps	7
2.2.2	Piles	8
3	Recommendations	9

Figures

Figure 1-1	Top of Pier	1
Figure 1-2	Location Plan	1
Figure 1-3	Layout Plan	2
Figure 2-1	Typical Railing Elevation	4
Figure 2-2	Railing Weld Failure	4
Figure 2-3	Typical Deck Condition	5
Figure 2-4	Typical Deck Underside Condition	5
Figure 2-5	Deck Elevation – North Side	6
Figure 2-6	Deck Elevation – South Side	6
Figure 2-7	Deck Perimeter Spalling	7
Figure 2-8	Typical Pile Cap Elevations	7
Figure 2-9	Typical Flange Condition	8
Figure 2-10	Typical Hole in Web	8

Tables

Table 1-1	Concrete Deck Condition Rating	3
Table 1-2	Piles Condition Rating	3

Appendices

Appendix A	Underwater Inspection Report
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1 Introduction

1.1 Purpose

The purpose of this work is to inspect and evaluate the structural condition of the Pass-A-Grille Southwest Jetty Pier and to make recommendations as necessary to address deficiencies and deterioration.



Figure 1-1 Top of Pier

1.2 Scope of Work

The scope of work for this project includes inspection and evaluation of the Pass-A-Grille Southwest Jetty Pier. The evaluation includes an underwater inspection by divers in addition to a hands-on and visual inspection of piles, pile caps, beams, deck, and railing.

1.3 Project Location and Description

The Pass-A-Grille Southwest Jetty Pier is located in the City of St. Pete Beach, FL. The Pier is situated on the west side of Point Pass-A-Grille at the end of Pass-A-Grille Southwest Jetty.



Figure 1-2 Location Plan

The fishing pier was originally built in 1962. A topping slab was added later and the pier deck was resurfaced in 2018. The total length of the pier measures 41-ft± with a width of 23-ft±. The pier is generally oriented in an east-west direction.

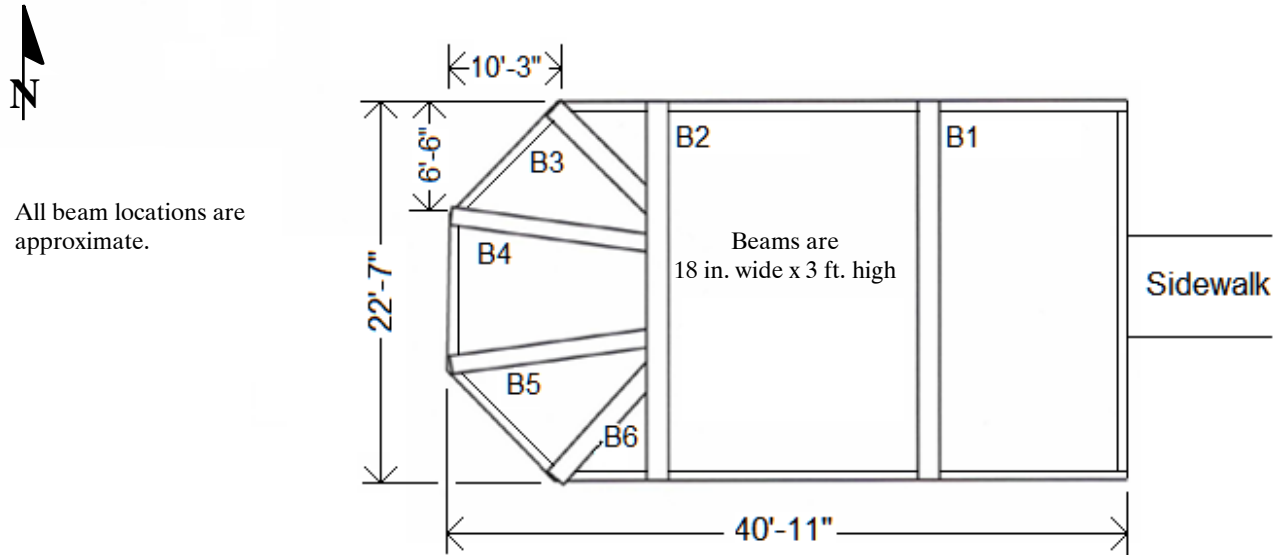


Figure 1-3 Layout Plan

The original structure from 1962 is supported by 2 concrete beams 36 inches wide by 18 inches wide. The end of the pier is supported by more beams fanning out to the corners of the pier. The substructure consists of a pile cap running along the perimeter of the pier supported by 12 inch by 34 inch steel H-piles placed end to end with 45 degree angle bends in the web where necessary. There are no piles along the east side of the pier. There is rock rubble underneath the vaulted area under the deck.

A topping slab of an unknown date was added to the original 1962 structure. The topping slab was subsequently resurfaced in 2018.

1.4 Inspection Methodology

The pier was first inspected on May 24th, 2019 by Bolt Underwater Services. This inspection encompassed the submerged substructure and the underside of the superstructure. Cardno returned to the pier on June 12, 2019 to perform the above water inspection of the superstructure and railing.

The inspection methodology included a hands-on and visual inspection. Concrete sounding procedures were utilized to identify concrete surface defects, and photos and measurements were taken of all deficiencies. A description of the condition ratings used in this report are provided in Tables 1-1 and 1-2.

Table 1-1 Concrete Deck Condition Rating

CODE	DESCRIPTION
9	EXCELLENT – No deficiencies.
8	VERY GOOD – No noticeable or noteworthy deficiencies which affect the condition. Minor transverse cracks and no spalling, scaling, delamination or water saturation.
7	GOOD – Sealable deck cracks, light scaling or less than 10% of the deck is water saturated. This area would include any repaired areas and/or areas in need of corrective action.
6	SATISFACTORY – Deterioration or initial disintegration, minor chloride contamination, cracking with some leaching, or spalls on concrete. Local minor scouring. Deterioration of deck edges.
5	FAIR – Moderate to major deterioration or disintegration, extensive cracking and leaching, or spalls on concrete. Excessive cracking resulting in 2% to 5% of the deck spalled. Heavy scaling or 20% to 40% of the deck is water saturated and/or deteriorating. Considerable leaching through deck.
4	POOR – More than 5% of the deck is spalled or 40% to 60% of the deck is water saturated and/or deteriorating. This area would include any repaired areas and/or areas in need of corrective action. Many full depth failures present or imminent. Leaching throughout deck.
3	SERIOUS – More than 60% of the deck is water saturated and/or deteriorating. This area would include any repaired areas and/or areas in need of corrective action. Many full depth failures.
2	CRITICAL – The deck has advanced deterioration. Unless closely monitored it may be necessary to close the pier until corrective action is taken.
1	IMMINENT FAILURE – Deck near or partially collapsing, compromising public safety. Close area as necessary.
0	FAILED – The deck is Out-of-Service and replacement is necessary.

Table 1-2 Piles Condition Rating

CODE	DESCRIPTION
9	EXCELLENT – No deficiencies.
8	VERY GOOD – No visible corrosion.
7	GOOD – Minor surface rust without any section loss.
6	SATISFACTORY – Rusting evident but with no initial section loss (minor pitting, scaling, or flaking) in critical areas.
5	FAIR – Initial section loss in critical stress areas. Out-of-plane distortion cracks may be present in noncritical area.
4	POOR – Significant section loss in critical stress area. Out-of-plane distortion cracks may be present in major structural elements. Load carrying capacity of structural members affected.
3	SERIOUS – Severe section loss or cracking in critical stress areas. Significant weakening of primary members evident.
2	CRITICAL – Severe section loss in many areas with holes rusted through at numerous locations. Structure closure or close monitoring is required.
1	IMMINENT FAILURE – Structure near or partially collapsing, compromising public safety. Close area as necessary.
0	FAILED – The structure is Out-of-Service and replacement is necessary.

2 Inspection Findings

2.1 Superstructure

2.1.1 Railing



Figure 2-1 Typical Railing Elevation

The aluminum railing that currently exists on the pier is generally in good condition, with two isolated instances of rail connection failures. These failures consist of fully cracked welds at the ends of two lower horizontal rails.

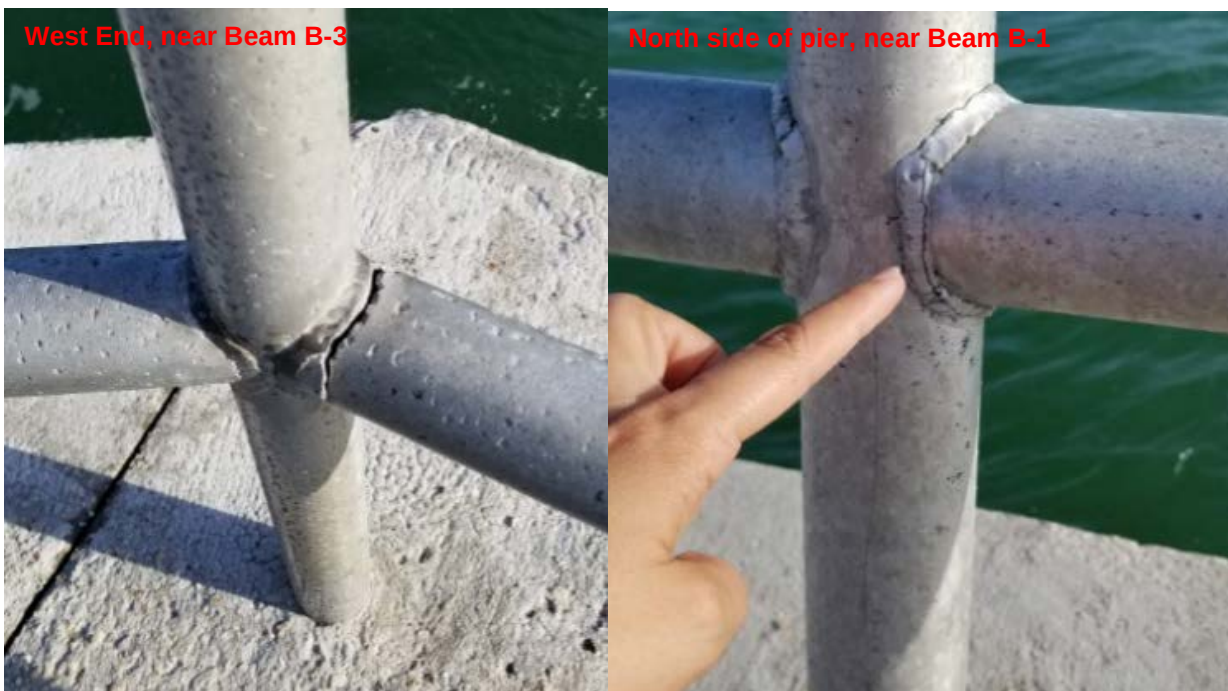


Figure 2-2 Railing Weld Failure

2.1.2 Deck



Figure 2-3 Typical Deck Condition

The uppermost deck slab is in good condition with light map cracking throughout much of the surface. The original lower slab is in poor condition with corrosion bleed out stains throughout the perimeter and underside of the pier. Wooden formwork remains left in place along the perimeter of the superstructure.



Figure 2-4 Typical Deck Underside Condition



Figure 2-5 Deck Elevation – North Side



Figure 2-6 Deck Elevation – South Side



Figure 2-7 Deck Perimeter Spalling

2.2 Substructure

2.2.1 Pile Caps

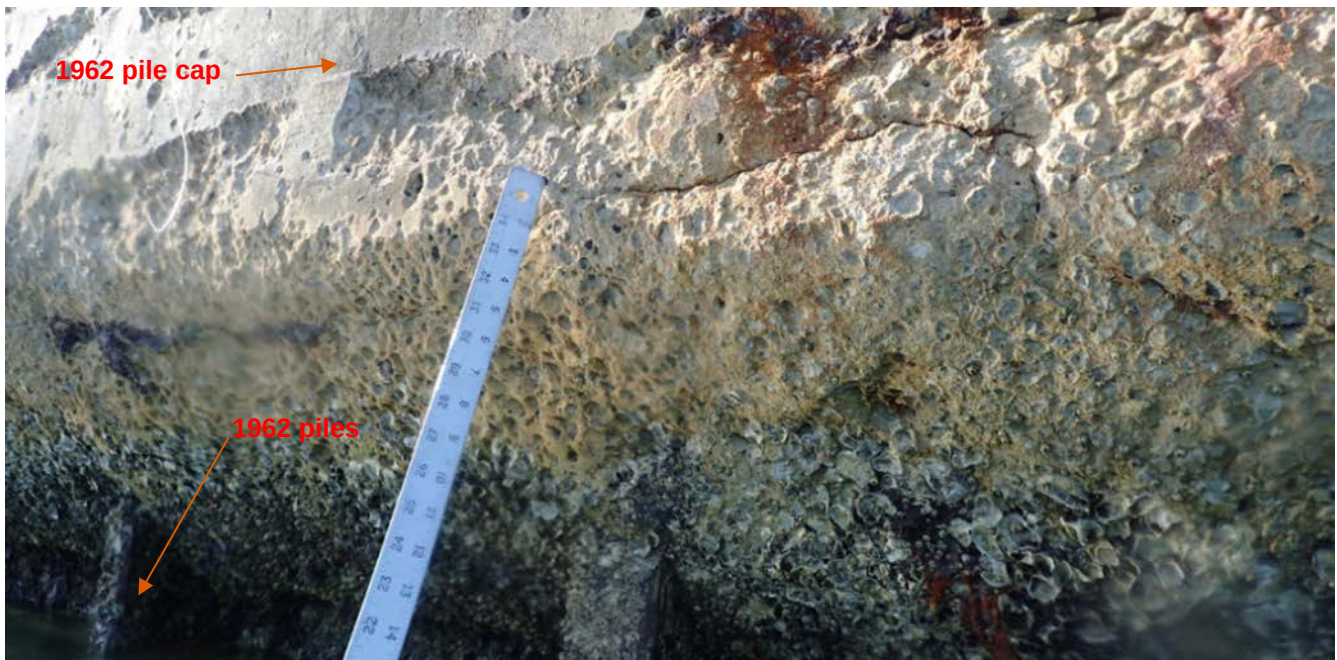


Figure 2-8 Typical Pile Cap Elevations

The bent caps are in poor condition. There is extensive corner spalling along the south and west sides of the pier. The north side of the pier has some spalling and corrosion bleed out. The outside perimeter of the cap also has ½" deep scaling and pitting along with minor horizontal cracking.

2.2.2 Piles



Figure 2-9 Typical Flange Condition

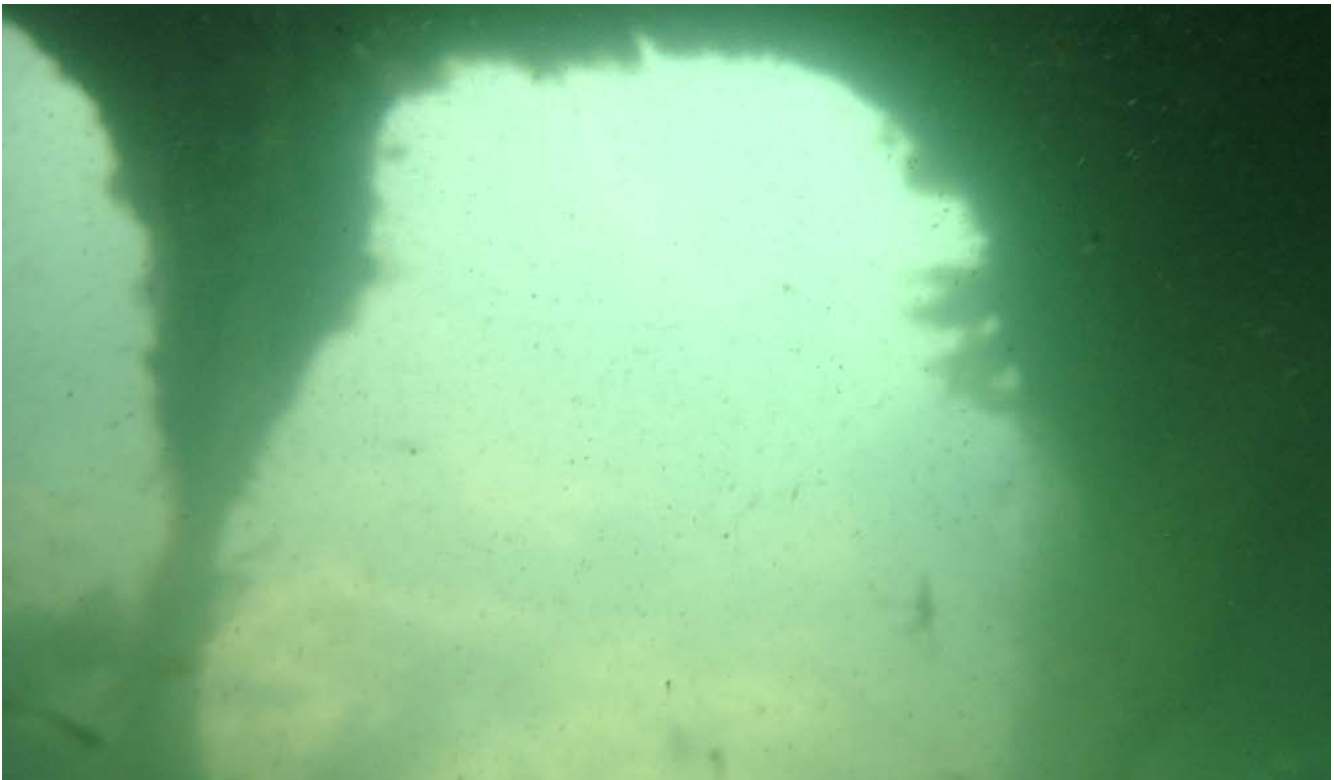


Figure 2-10 Typical Hole in Web

The 1962 piles have a 12" wide flange with a 34" depth. The piles are in critical condition. Eighteen of the H-piles have holes in the web up to 36"x32". The flanges adjacent to the holes are down to knife edge. In several areas, the flange width is down to 3" from the original 12" width.

3 Recommendations

Due to the critical condition of the substructure, Cardno recommends closing the pier immediately. The section loss in the piles will preclude safe use of the pier until remediation or replacement.

APPENDIX A

Underwater Inspection Report

Underwater Inspection Report
BOLT UNDERWATER SERVICES, INC.
for
CARDNO

Structure ID. (8): **Pass-A-Grille SW Jetty Pier**

Underwater Date (93): 05/24/19

Structure/Roadway Identification:

District (2): 07
County (3): Pinellas
Feature Intersected (6): N/A
Facility Carried (7): St. Petersburg Beach

Underwater Inspection Details:

Special Crew Hours: 3.0
Max. Depth: 11ft. at west end
Type of Dive Insp.: Level II (SCUBA)
Type of Boat Used: N/A
Water Type/Marine Growth: Salt – Barnacles

Inspection Personnel:

Field Personnel:	Title	C.B.I. No.:	Duty:	Signature:
Hoogland, Keith S.	SUCBI	00341/Lead	Dive	<u>KLH</u>
Qualls, Dion C.	SUCBI	00470	Tend	
Perry, Kevin D.	AUBIT		Dive	

CHANNEL

North elevation



West Approach



BOLT UNDERWATER SERVICES, INC.

Structure ID: Pass A Grille SW Jetty Pier

District: 07

Inspection Date: 05/24/19

CONCRETE PIER DECK

The underside has two transverse beams extending south to north that are 18in. W x 3ft. H. At the west end, there are approximately four beams that tie into and extend west from the east transverse beam. (see sketch)



The pier deck concrete underside has intermittent corrosion bleedout stains throughout.



There is rock rubble in vaulted area under deck.



BOLT UNDERWATER SERVICES, INC.

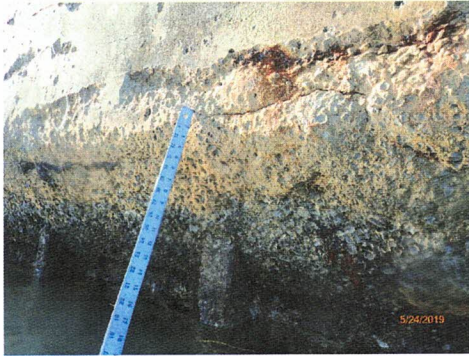
Structure ID: Pass A Grille SW Jetty Pier

District: 07

Inspection Date: 05/24/19

CONCRETE PIER DECK (CONTINUED)

The bottom edge of concrete deck has scale $\frac{1}{2}$ in. deep.



The deck has horizontal cracks up to $\frac{1}{32}$ in. wide with corrosion bleedout.



BOLT UNDERWATER SERVICES, INC.

Structure ID: Pass A Grille SW Jetty Pier

District: 07

Inspection Date: 05/24/19

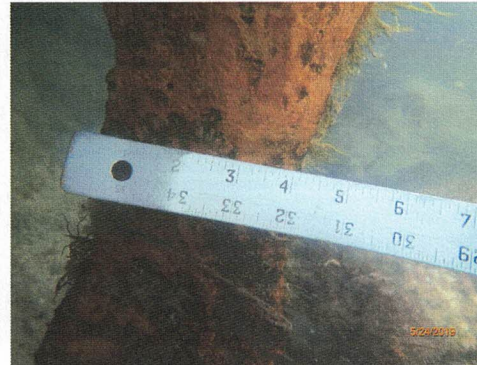
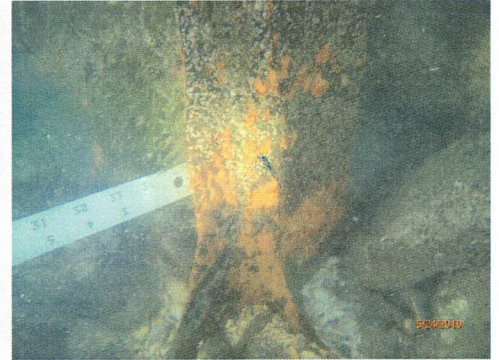
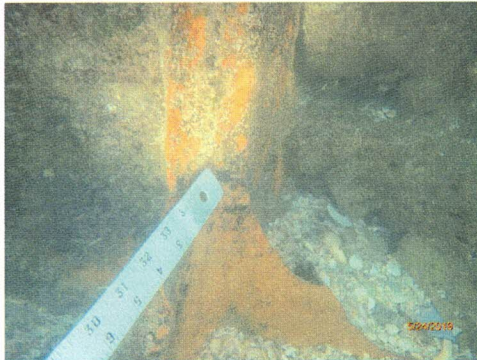
PIER SUPPORT

The deck perimeter is supported by 12in. x 34in. H-piles driven flange-to-flange. (see sketch)

Eighteen H-piles have holes in the web, up to 3ft. H x 32in. W, with 100% section loss (Divers accessed underside through these holes).



The flange width is down to 3in. from 12in. in several areas and is down to knife edge, where the webs have holes.



INSPECTION NOTES: Divers inspected Pier and Deck where accessible.

STRUCTURE NOTES:

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes.

(C2\mydoc\bridgereports\Special\Dams-Specials\Cardno\Pass A Grille Pier_052419_UW)

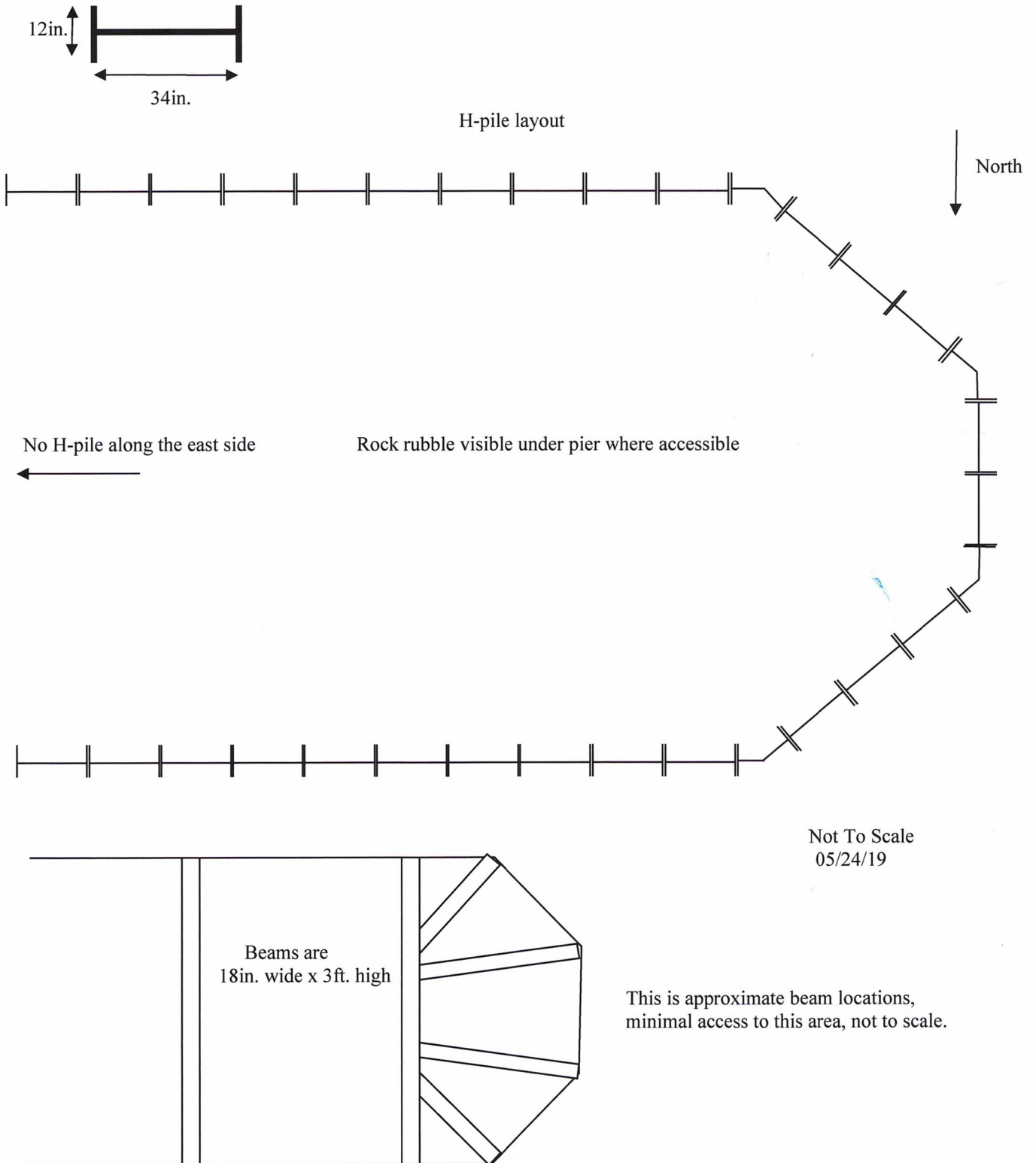
BOLT UNDERWATER SERVICES, INC.

Structure ID: Pass A Grille SW Jetty Pier

District: 07

Inspection Date: 05/24/19

The deck support along the sides consists of 12in. x 34in. H-piles placed end to end with four having a 45 degree bend in the web.



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

Issue Considered: Request approval to sign a statement of “no objection” for the property owner to the north of the Alfonzo St. street-end owned by the City for the construction of a residential dock with a boat lift that extends more than one-half of the waterway width from the seawall and encroaches into side setbacks.

Date: January 28, 2020

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue The applicant submitted a dock permit application and variance request form for the installation of a residential dock with two boat lifts at 3201 W Maritana Dr. on December 17, 2019. The applicant has received a statement of “no objection” from the abutting property owner to the north. The Alfonzo St street-end is owned by the City and is abutting the subject property on the south side.

The City’s regulations for residential docks require the dock to extend no further than one-half the waterfront width (23.45 feet) from the seawall. The proposed dock will be 46.5 feet in length from the seawall. The City’s regulations also specify that docks must be in the center half (23.45 feet) of the extended property lines. A boat lift on the southern side is proposed to be 3.9’ from the extended property line. These length and width requirements can be varied administratively provided that signed statements of “no objection” from the City and abutting northern neighbor has been received. If the applicant receives approval by the City, the dock installation will be approved for zoning.

Requested Motion: “I move to approve the City Manager to sign the “no objection” statement for the property owner to the north of the Alfonzo St street-end to install a residential dock that extends 46.5-feet from the seawall and has a boat lift that encroaches to 3.9-feet from the southern extended property line for the property located at 3201 W Maritana Dr.”

Attachment: Relevant Code Provisions,
Dock Aerial
Variance Request Form

**Reviewed by the
City Manager:**

AR

Relevant Code Provision

Sec. 6.23. - Docks.

Section 6.23 Docks.

It is the intent of the city, together with the Pinellas County Water and Navigation Control Authority, to regulate the construction of residential and commercial dock facilities in order to minimize the adverse impacts of such activities upon the natural resources of the City of St. Pete Beach, Pinellas County and the State of Florida.

(d) *Additional requirements for residential docks.* In addition to the preceding general requirements, residential docks shall adhere to the following:

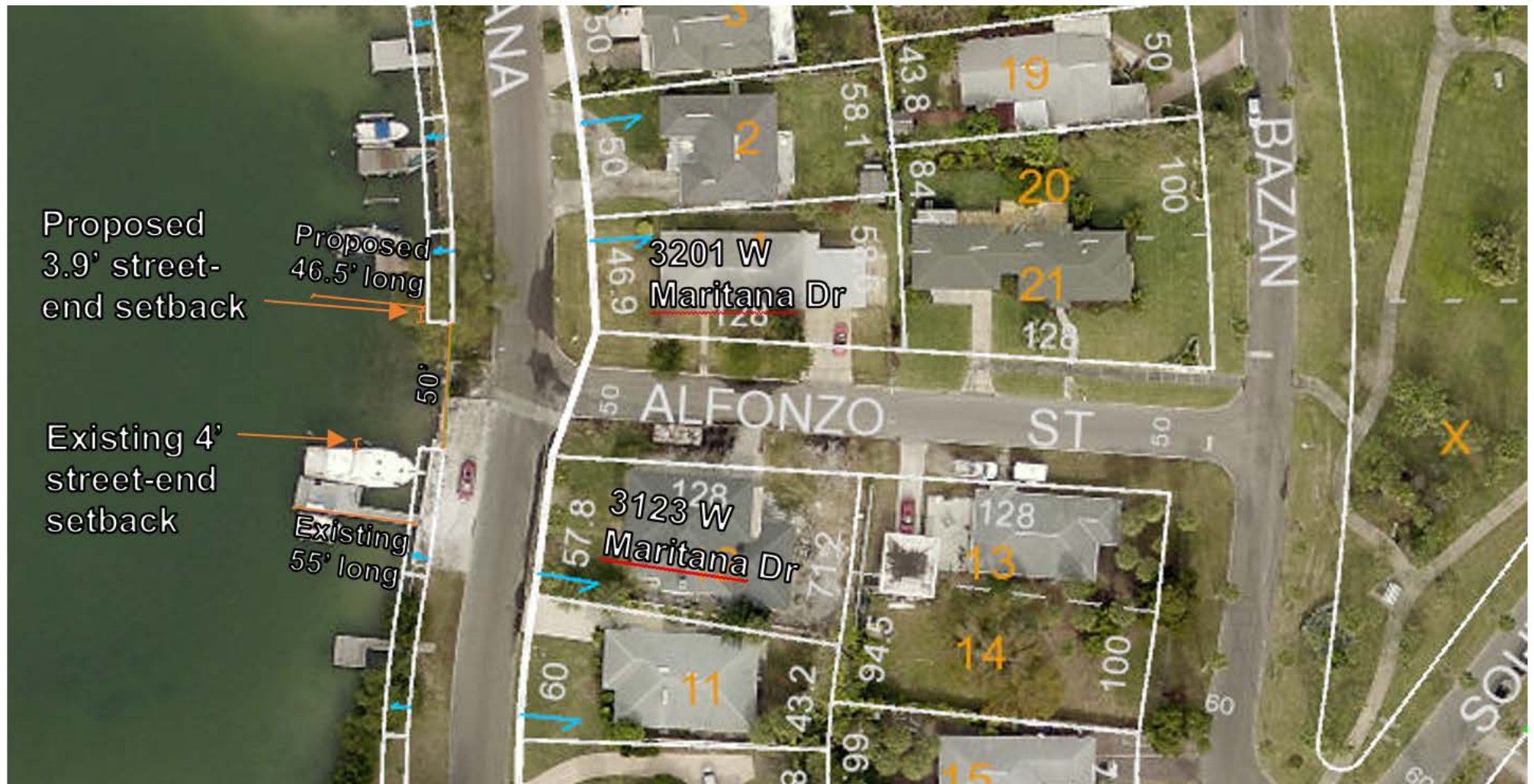
(1) No residential dock shall be designed or constructed to accommodate more than two boats for permanent mooring. No residential zoning lot shall have more than one dock. For the purpose of this section, personal watercraft (wave runners or jet skis) lifts shall not be considered a boat slip.

(2) Notwithstanding the preceding, a residential dock for the joint use by two or more adjacent waterfront property owners may be permitted where the physical characteristics of the waterfront make it impractical to build individual docks.

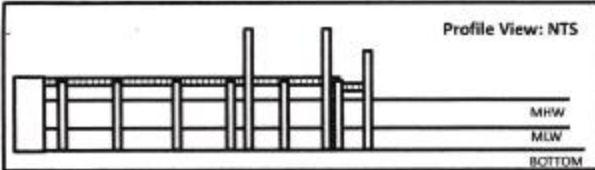
(3) No residential dock, davits, boatlifts or tie poles shall extend from the mean high water line or seawall of the appurtenant upland property to a length greater than one-half the width of the zoning lot at the waterfront. This requirement may be varied administratively provided that signed statements of "no objection" from both adjacent waterfront property owners have been submitted.

(4) Residential dock, davits, boatlifts or tie poles shall be located within the center one-half of the width of the appurtenant upland property at the waterfront. For the purpose of this regulation, side lot lines of a lot shall be deemed to extend into the adjacent water body perpendicular to the shoreline which they intersect. This requirement may be varied administratively provided that a signed statement of "no objection" from the property owner encroached upon has been submitted with the permit application.

Dock Aerial

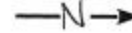


RESIDENTIAL DOCK



Application # _____
(OFFICIAL USE ONLY)

Total Square Feet 350'
New Square Feet 350'
Waterway Width 300'+
Waterfront Width 46.9'



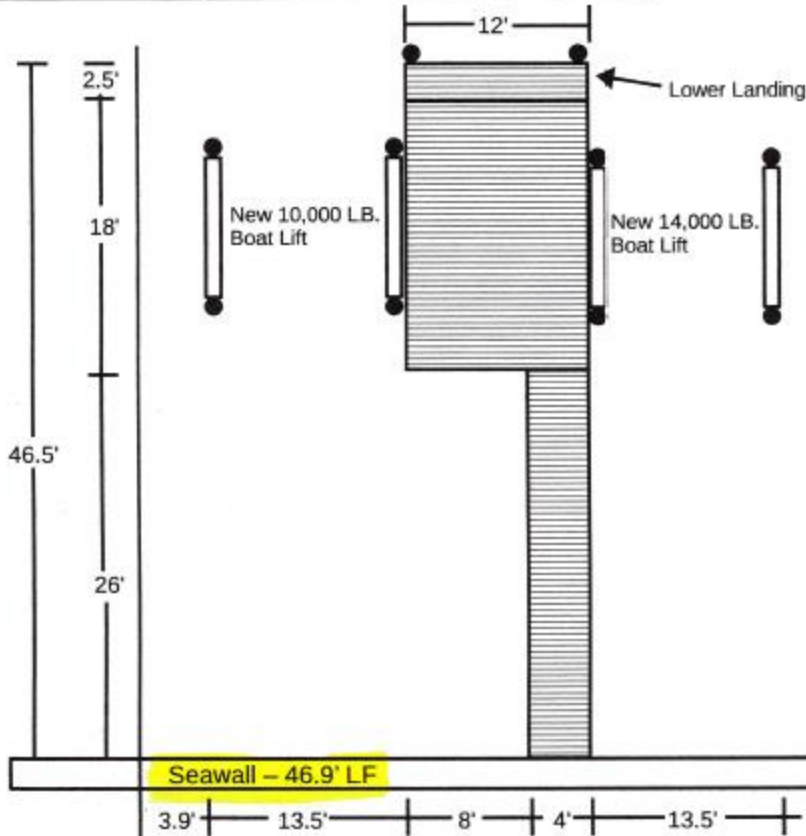
Scale: 1" = 10'

- Remove existing dock and piles
- Construct new 4' wide x 26' long dock walkout, 12' wide x 18' long main dock head and 2.5' x 12' lower landing
- Install (1) 10,000 LB. 4-post boat lift and (1) 14,000 LB. 4-post boat lift

Dwg. Prepared By:
Coastal Construction™
Gulfside Docks
7916 Congress St.
Port Richey, FL 34668
(727) 847-4300
CGC-1513225

Jobsite:
3201 W Maritana Dr
St Pete Beach, FL 33706

[Signature]
Owner Signature



The undersigned does not object to the proposed dock and requested variances as drawn in the space provided here.

Left Owner - Thomas Hamilton or Anne Borghetti

Right Owner - William or Josie Finch

Signature: *[Signature]*

Date: 12/17/19

Signature: *[Signature]*

Date: 12/17/19

Municipality Approval

Water and Navigation Approval

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

Issue Considered: Request approval of the task order under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$86,798.10 for Engineering Services During Construction of the St. Pete Beach Sanitary Sewer Capacity Improvements project.

Date: January 28, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested a task order from George F. Young, Inc. (GFY) to perform engineering services during construction for Hotel District Lift Stations 2, 3, and 4. These new lift stations, which are designed by GFY, tie into the new sanitary sewer force main in Gulf Boulevard. These three lift stations are part of the construction that was awarded to Metro Equipment Service, Inc. at the City's January 14th, 2020 City Commission meeting. Services during construction include reviewing submittals, responding to Requests for Information, construction observation, and preparation of record drawings for the new lift stations.

Funding: Wastewater – Sewer Expansion
101-6107-535-5669

Requested Motion: "I move to approve the task order under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$86,798.10 for Engineering Services During Construction of the St. Pete Beach Sanitary Sewer Capacity Improvements project."

Attachment: Task Order from George F. Young, Inc.

Reviewed by the City Manager: AR



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	7/29/2019
-----------------------------------	-----------

<i>Firm Selected for Task</i>	George F. Young, Inc.
-------------------------------	-----------------------

<i>Task (Project) Name</i>	Sanitary Sewer Capacity Improvements – Project C ESDC
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<i>Task Description (and other relevant details)</i>	The City requested a task order proposal from George F. Young, Inc., under the existing Continuing Engineering Services Contract, to perform engineering services during construction for 3 new lift stations in the Hotel District Service Area, including forcemain tie-ins to new sanitary sewer transmission mains and new gravity collection mains required to direct flow to the new lift station locations.
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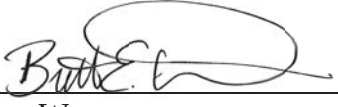
<i>Task Budget</i>	\$86,798.10
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<i>Task Proposal Due Date</i>	9/17/2019
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Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order:

 Alex Rey
 City Manager
 City of St. Pete Beach


 Brett Warner
 Assistant Public Works Director
 City of St. Pete Beach

 _____ (Name)
 _____ (Firm)

July 29, 2019

Mr. Mike Clarke
Director of Public Works
St. Pete Beach, Florida 33706

Re: Proposal by George F. Young, Inc.
Project C: Hotel District Lift Stations – ESDC

Dear Mike,

It is your and the City's desire to hire George F. Young, Inc., a City of St. Pete Beach general consultant, for engineering services during construction following design of the Hotel District Lift Stations. Per your request, the following represents the scope, schedule and fee:

Scope:

1. GFY is to perform the following services as related to the above project: Perform engineering services during the construction of 3 new lift stations on Gulf Boulevard in the Hotel District Service Area including forcemain tie-ins to new sanitary transmission mains and new gravity collection mains required to direct flow to new lift station locations. Services include reviewing up to 40 submittals, review and responding to up to 20 RFIs, construction observation at a half day every other week over 78 weeks of construction and preparation of record drawings for 39 plan sheets along with GIS shape file of new facilities. Based upon the City of St Pete Beach Final Hotel District Lift Station Design, these additional services are required to ensure proper installation and compliance with construction documents and coordination with concurrent sanitary sewer system and power distribution improvements along Gulf Boulevard in the Hotel District service area.

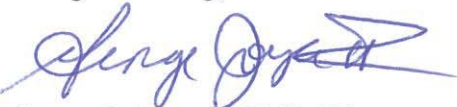
Schedule:

The above work is anticipated to be completed by 6/30/2021

Fees:

The above work will be performed for a lump sum fee of \$86,798.10

Sincerely,
George F. Young, Inc.



George P. Joyce II, PMP, PE

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

Issue Considered: Request approval of Addendum #3 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$225,100.00 for Bidding and Construction Phase Services for the Sanitary Sewer Capacity Improvements project.

Date: January 28, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City approved the Professional Services Agreement with Kimley-Horn and Associates, Inc. on November 27, 2018 for Design and Permitting of the Sanitary Sewer Force Main North Project. Addendum #3 adds additional tasks to the scope of work for Kimley-Horn to provide bidding phase services, construction phase services and State Revolving Fund Loan assistance.

Funding: CIP – Sanitary Sewer
101-6107-535-5669

Requested Motion: “I move to approve Addendum #3 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$225,100.00 for Bidding and Construction Phase Services for the Sanitary Sewer Capacity Improvements project.

Attachment: Addendum #3

Reviewed by the City Manager: AR

**THIRD ADDENDUM TO
SANITARY SEWER NORTH FORCE MAIN EXTENSION**

THIS ADDENDUM ("Addendum") is made to that certain Agreement for the Sanitary Sewer North Force Main Extension ("Agreement") executed as of the 5th day of December 2018 by and between CITY OF ST. PETE BEACH ("City") and KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant") (collectively the "Parties") in connection with providing the undergrounding of public utilities.

The purpose of this addendum is to:

1. Amend the Agreement to include additional services to be provided by Consultant. Specifically, the Parties agree to amend Section 2 of the Agreement by adding subparagraph 2.7 which shall read:

Provide additional services in accordance with Professional Services Letter Agreement dated January 2, 2020 and attached as Exhibit "F". Compensation for additional services will be paid in accordance with the fee and expenses Section of the Agreement.

2. Amend Agreement to include the Florida Department of Environmental Protection Contract Clauses attached as Exhibit "E".

This Addendum is attached to and made a part of the Agreement. In the event of any inconsistency between the terms of this Addendum and the printed, typewritten or handwritten terms of the Agreement, the terms of this Addendum shall control.

This Addendum may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The Effective Date of this Addendum shall be the date this Addendum has been executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Addendum on the day and year set forth below.

KIMLEY-HORN AND ASSOCIATES, INC.:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By:

By: Alex Rey

Its:

Its: City Manager

Date: _____

Date: _____

Exhibit F

Professional Services Letter Agreement



January 2, 2020

Mr. Brett Warner
City Engineer
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706

Re: Professional Services Letter Agreement
St. Pete Beach North Force Main Extension – Services During Bidding and Construction

Dear Mr. Warner:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this scope of services to the City of St Pete Beach ("City" or "Client") for providing services during the bidding and construction phase of the North Force Main Extension Project, in addition to funding compliance services and additional design services.

Project Understanding

The following projects are being completed by the City and corresponding consultants as outlined below:

- Project A:** North Force Main Extension (Kimley-Horn)
- Project B:** South Force Main Extension (Stanley)
- Project C:** Hotel District Lift Stations (George F. Young)

Services during bidding and construction will be completed independently by each consultant referenced above for their respective project. All projects will be required to comply with the state revolving fund requirements, including the Davis Bacon Wage Compliance Act and American Iron and Steel Act requirements. The scope of services provided below outlines what Kimley-Horn will perform as the design consultant for Project A and what Kimley-Horn will provide for FDEP State Revolving Fund (SRF) loan coordination and distribution request assistance for Project A, B, and C.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Bidding and Construction Phase Services (Project A)

The bidding and construction phase services listed below will only be provided for Project A, the North Force Main Extension project designed by Kimley-Horn.

- A. **Subconsultants:** Kimley-Horn will contract directly with Survey, Electrical Engineering and Geotechnical subconsultants to assist with specifications, shop drawing review, and construction observations.
- B. **Pre-Construction Conference:** Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site. Kimley-Horn will provide the selected contractor with three complete sets of project documents along with copies of the appropriate permits, notices and

documents.

C. *Visits to Site and Observation of Construction:*

Project Representative: The construction observation fee estimate for this task is based on a 60 week construction duration for the North Force Main Extension and Hotel District Lift Station 1 (HD LS-1). During construction, Kimley-Horn will provide the following levels of service:

1. Representative (on-site) for approximately 2 hours per week during 60 weeks of active construction.
2. Attend up to 30 on-site project progress/coordination meetings.
3. Provide approximately 4 hours per week of Project Manager/Engineer coordination assistance.

Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information and observations obtained during such visits, Kimley-Horn will evaluate whether Contractor's work is proceeding in accordance with the Contract Documents, and we will keep Client informed of the progress of the Work.

D. *Clarifications and Interpretations:* Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

E. *Change Orders:* Kimley-Horn will review and make recommendations related to Change Order requests submitted or proposed by the Contractor for the City's approval.

F. *Shop Drawings and Samples:* Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

G. *Substitutes and "or-equal.":* Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

H. *Applications for Payment:* Kimley-Horn will review and process Contractor's applications for payment.

I. *Substantial Completion:* Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

J. *Final Notice of Acceptability of the Work:* Kimley-Horn will conduct a final site visit to determine

- if the completed work is performed in accordance with the Contract Documents and the final punch list.
- K. *Record Drawings and Project Documentation:* Kimley-Horn will review construction records, Operations and Maintenance manuals, and “as-built” record drawings provided by the Contractor.
- L. *FDEP and FDOT Permitting:*
1. Kimley-Horn will submit the FDEP form for “Notification of Completion of Construction for Domestic Wastewater Facilities or Activities”.
 2. Kimley-Horn will submit record drawing and certification submittals to FDEP upon receipt of documentation from the City’s selected contractor.
 3. The City will be responsible for initiating work within the FDOT One Stop Permitting system.

Task 2 – SRF Construction Loan Assistance (Project A, B, and C)

- A. Kimley-Horn will coordinate with the FDEP SRF department on plan changes, pay request processing, and final construction closeout documents.
- B. Kimley-Horn will provide monitoring of materials used during construction for compliance with the American Iron and Steel requirements.
- C. Kimley-Horn will provide wage monitoring and reporting in compliance with the Davis Bacon Act compliance monitoring requirements. Services will consist of wage compliance certification assistance, periodic site interviews, pay application review, and reporting in accordance with the Davis Bacon Act for the anticipated construction duration of 550 calendar days.
- D. Kimley-Horn will prepare and submit SRF loan disbursement request documents and respond to requests for additional information.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement: Bidding and construction phase services for Project B and Project C.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Schedule

Kimley-Horn will begin services upon receipt of an executed agreement. The above services will be provided as expeditiously as practicable to meet a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Task 1-2 for the total lump sum fee below. Individual task amounts are informational only.

Task 1 - Bidding and Construction Phase Services (Project A)	\$136,100.00
Task 2 - SRF Construction Loan Assistance (Project A, B, and C)	\$ 89,000.00
Total Lump Sum Fee	\$225,100.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of St. Pete Beach.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

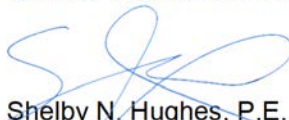
_____ Please email all invoices to _____

_____ Please copy _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.


Shelby N. Hughes, P.E.
Project Manager


W. Wade Wood III, P.E.
Associate

CITY OF ST. PETE BEACH, FLORIDA
A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits,

the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: SPB Force Main 2 Extension - CPS & SRF Assistance

Project Number: _____

Date Prepared: _____

Estimated By: Shelby Hughes

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)							Misc. Direct Expense (\$)
		Principal	Senior PM	Sr Project Engineer	Project Eng/Const Manager	Designer	Admin Asst	KHA Labor Total	
		293	209	171	133	152	76		
1	Construction Phase Services								\$5,000
	Preparation of Final Packages			6	12				
	Pre-construction Conference and prepare minutes from meetings			6	6		2		
	Shop Drawing Reviews			30	60		10		
	Conduct weekly site visits to observe the progress of the work and report observations to the Client. Pressure Tests. Prepare punch list items to be corrected or completed at the substantial completion stage of the work			120	120		20		
	Provide recommendations of changes, if necessary, which may be required within the scope of the project during construction. Prepare discretionary item work directive changes, and change orders, if required, for approval (4 hours/week)			60	180		20		
	30 Coordination Meetings			60	60		10		
	Final project with Mylar As-Builts, Final Completion Inspections			16	24	28	4		
	As-builts, Certifications			24	40				
	Subtotal (Hours)	0	0	322	502	28	66		\$5,000
	Task Total (Dollars)	\$0	\$0	\$55,062	\$66,766	\$4,256	\$5,016	\$131,100	\$5,000
2	SRF Loan Assistance								\$650
A	FDEP Coordination			40	40				
B	Wage Compliance Coordination			60	160		35		
C	American Iron and Steel Material Review			50	160				
D	Loan Disbursement Requests			40	40				
	Subtotal (Hours)	0	0	190	400	0	35		\$650
	Task Total (Dollars)	\$0	\$0	\$32,490	\$53,200	\$0	\$2,660	\$88,350	\$650
	Subtotal (Hours)	\$219,450							
	Task Total (Dollars)							\$225,100.00	

Exhibit G

Florida Department of Environmental Protection Contract Clauses

The FDEP Clean Water Loan Program required clauses are as follows:

Audit and Access to Records Clause

- a. Books, records, documents and other evidence directly pertinent to performance of CWLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Department or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Department. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d. The final audit report shall include the written comments, if any, of the audited parties.
- e. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the loan requirements or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant against Contingent Fees Clause

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. It is understood that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

USEPA Nondiscrimination Clause

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under USEPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules.

St. Pete Beach City Commission Agenda Report

Issue Considered: Final Reading. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental budget appropriations to the General, Capital, Wastewater, Reclaimed Water, and Stormwater Funds derived from prior year funding availability.

Date: January 28, 2020

Prepared By: Vincent Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: The intent of this ordinance is to provide supplemental budget appropriations derived from prior year funding availability. The ordinance includes revenue re-appropriations, adopted re-appropriations, encumbrances, unencumbered balances, and new requests, all totaling \$24,983,862 in gross revenue and expenditures.

Revenue re-appropriations totaling \$6,940,480 reflect external funding sources directly related to capital project implementation schedules, with revenue collection contingent upon construction progress. Examples include Gulf Boulevard beautification funding, Southwest Florida Water Management District grants, and Pinellas County joint project agreements.

Adopted re-appropriations including \$9,160,426 refer to projects that were temporarily paused in the fourth quarter of FY 2019 to include expenditure authority in the FY 2020 adopted budget. Authorization has already been granted for these items via the budget adoption process; however, they are specified in the ordinance for balancing purposes.

Encumbrances (i.e., purchase orders) totaling \$5,328,562 include active projects and pending services that would otherwise be impacted by the fiscal year closing process. These balances will remain available for spending without interruption.

Unencumbered balances of \$2,118,078 represent available funds where FY 2019 budgeted appropriations were not fully executed (i.e., expended or encumbered). Funding will continue to be applied to the originally identified projects. These funds would otherwise be retained and close to fund balance if not appropriated.

New requests include supplemental appropriations for current projects or acquisitions that were unplanned or under-funded during the budget adoption process. These funds would be retained and close to fund balance if not appropriated. Specific requests are itemized below, totaling \$1,436,316:

- Sanitary sewer expansion: \$531,416
- Library improvements: \$400,000
- Hurley Park improvements: \$200,000
- Fishing piers: \$125,000
- Corey Avenue landscaping: \$100,000
- Fire Department air tank equipment: \$30,000
- Personnel changes: \$30,900
- Code enforcement vehicle: \$19,000

Funding:

The net effect of all proposed changes is to increase total fund balance by \$121,311 as compared to budgeted estimates, including the following fund-level impacts:

- General Fund: \$45,879
- Capital Fund: \$45,795
- Wastewater Fund: \$--
- Reclaimed Water Fund: \$29,637
- Stormwater Fund: \$--

Requested Motion:

“I move to approve Ordinance 2020-01 on final reading (read title).”

Attachment:

Ordinance 2020-01
Appendix A

**Reviewed by the
City Manager:**

AR

Ordinance 2020-01

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL BUDGET APPROPRIATIONS TO THE GENERAL, CAPITAL, WASTEWATER, RECLAIMED WATER, AND STORMWATER FUNDS DERIVED FROM PRIOR YEAR FUNDING AVAILABILITY; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the fiscal year 2020 budget includes revenue and expenditures as adopted by Ordinance 2019-15; and

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2020 budget; and

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

WHEREAS, the City Commission of the City of St. Pete Beach desires to appropriate revenue and expenditures derived from fiscal year 2019 outstanding encumbrances and available balances.

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

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The City of St. Pete Beach fiscal year 2020 budget shall be amended per Appendix A, attached and made part of this Ordinance.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption.

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

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Alan Johnson, Mayor

I, Rebecca C. 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 _____, 2020.

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Ordinance 2020-01, Appendix A

FY 2019 Budget:

General Fund	FY19 Adopted	FY19 Revised	FY19 Actual	Balance
Revenue	\$ 21,606,228	\$ 21,606,228	\$ 21,886,773	
Expenditures	\$ 21,542,251	\$ 23,647,586	\$ 22,869,732	
Net to (from) fund balance	<u>\$ 63,977</u>	<u>\$ (2,041,358)</u>	<u>\$ (982,959)</u>	<u>\$ 1,058,399</u>

Capital Fund

Revenue	\$ 5,873,057	\$ 16,366,556	\$ 9,353,655	
Expenditures	\$ 5,140,869	\$ 26,461,055	\$ 14,844,477	
Net to (from) fund balance	<u>\$ 732,188</u>	<u>\$ (10,094,499)</u>	<u>\$ (5,490,822)</u>	<u>\$ 4,603,677</u>

Wastewater Fund

Revenue	\$ 8,560,668	\$ 9,560,668	\$ 7,633,361	
Expenditures	\$ 8,333,946	\$ 12,875,187	\$ 6,901,111	
Net to (from) fund balance	<u>\$ 226,722</u>	<u>\$ (3,314,519)</u>	<u>\$ 732,250</u>	<u>\$ 4,046,769</u>

Reclaimed Water Fund

Revenue	\$ 862,600	\$ 862,600	\$ 866,062	
Expenditures	\$ 851,019	\$ 859,659	\$ 617,852	
Net to (from) fund balance	<u>\$ 11,581</u>	<u>\$ 2,941</u>	<u>\$ 248,210</u>	<u>\$ 245,269</u>

Stormwater Fund

Revenue	\$ 1,365,700	\$ 3,134,539	\$ 2,576,763	
Expenditures	\$ 1,876,890	\$ 2,776,903	\$ 949,028	
Net to (from) fund balance	<u>\$ (511,190)</u>	<u>\$ 357,636</u>	<u>\$ 1,627,735</u>	<u>\$ 1,270,099</u>

Ordinance 2020-01, Appendix A

FY 2020 Amendments:

General Fund	1,058,399
Expenditures	
1. FY 2019 encumbrances	209,620
2. FY 2019 unencumbered balance requests:	
City Clerk's office professional services	13,000
Financial accounting software	25,000
Entrance signs	50,000
LED lighting	40,000
3. FY 2020 new requests:	
Library	400,000
Fishing piers	125,000
Corey Avenue landscaping	100,000
Code enforcement truck	19,000
Personnel changes:	
Parking	8,300
Fire	7,300
Public Works Administration	2,300
Recreation	13,000
Expenditure total	1,012,520
Net impact to fund balance	45,879

Ordinance 2020-01, Appendix A

Capital Fund	4,603,677
Revenue	
Project-related revenue re-appropriations:	
Gulf Blvd. beautification	5,333,095
Generator grant	112,500
Blind Pass Road grant	500,000
Pinellas County dune walkovers ILA	49,000
Pinellas County Pass-a-Grille Way Phase II JPA	374,735
Pinellas County Blind Pass Road JPA	420,758
Revenue total	<u>6,790,088</u>
Expenditures	
1. Adopted budget re-appropriations	6,026,564
2. FY 2019 encumbrances	3,927,048
3. FY 2019 unencumbered balance requests	1,164,358
4. FY 2020 new requests:	
Hurley Park	200,000
Fire Department SCBAs	30,000
Expenditure total	<u>11,347,970</u>
Net impact to fund balance	<u>45,795</u>
 Wastewater Fund	 4,046,769
Revenue	
Project-related revenue re-appropriations:	
State appropriation	<u>119,219</u>
Expenditures	
1. Adopted budget re-appropriations	2,819,932
2. FY 2019 encumbrances	803,721
3. FY 2019 unencumbered balance requests	10,919
4. FY 2020 new requests:	
Sanitary sewer expansion	531,416
Expenditure total	<u>4,165,988</u>
Net impact to fund balance	<u>-</u>
 Reclaimed Water Fund	 245,269
Expenditures	
1. FY 2019 encumbrances	15,632
2. FY 2019 unencumbered balance requests	200,000
Expenditure total	<u>215,632</u>
Net impact to fund balance	<u>29,637</u>

Ordinance 2020-01, Appendix A

Stormwater Fund	1,270,099
Revenue	
Project-related revenue re-appropriations:	
Blind Pass Road SWFWMD grant	31,173
Expenditures	
1. Adopted budget re-appropriations	313,930
2. FY 2019 encumbrances	372,541
3. FY 2019 unencumbered balance requests	614,801
Expenditure total	1,301,272
Net impact to fund balance	-

St. Pete Beach City Commission Agenda Report

- Issue Considered:** Final Reading. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental budget appropriations to the Wastewater Fund related to the Sanitary Sewer Expansion Project.
- Date:** January 28, 2020
- Prepared By:** Vincent Tenaglia, Assistant City Manager
- Through:** Alex Rey, City Manager
- Summary of Issue:** The intent of this ordinance is to provide sufficient funding for the sanitary sewer expansion project. Based on the December 20, 2019 bid opening, estimated construction costs exceed the budget by approximately \$4.47 million. Following are staff's recommended budgetary actions to complete the project fund:
1. Reduce contingency estimates from ten percent to five percent. This is based on Florida Department of Environmental Protection (FDEP) policy to limit contingency funding upon completion of the construction bidding process. In the event actual contingency expenses exceed five percent, the State Revolving Fund (SRF) loan agreement will be amended to include additional funds.
 2. Appropriate \$531,416 as included in a corresponding ordinance on the January 14th agenda. This provides additional funding derived from prior year budget availability, with no negative impact to fund balance.
 3. Transfer \$531,142 from budgeted debt service expense to the project fund. Based on the final SRF loan agreement, the first debt service payment is deferred to fiscal year 2022. This represents an intra-fund transfer utilizing existing resources, with no adverse impact to fund balance as compared to budgetary estimates.
 4. Utilize \$256,465 in Wastewater fund balance which would have otherwise been applied towards fiscal year 2021 debt service expense. Based on the deferred loan payment schedule, these funds will not be required until fiscal year 2022.
 5. Borrow the remaining balance of \$2,880,631 as required to complete the project fund. Staff recommends borrowing the difference, particularly due to the final loan terms which include a fixed interest rate of 0.22%. The net difference between the original loan terms (\$10,350,317 at 0.835%) and final loan terms (\$13,230,948 at 0.22%) is

approximately \$114,159 per year. An option remains available for staff to reduce the rate to 0.12%, which would further reduce the annual impact by \$6,718.

Funding:

The requested changes bring the loan balance to \$13,230,948, which will be funded by Wastewater service fees. Staff estimates tentatively assume two additional seven percent rate increases in fiscal years 2021 and 2022, respectively. Under current expenditure assumptions, the planned rate increases are sufficient to fund the annual debt service requirement of \$676,269. Staff estimates do not presume new connection fee revenue.

Requested Motion:

“I move to approve Ordinance 2020-02 on final reading (read title).”

Attachment:

Ordinance 2020-02
Appendix A

**Reviewed by the
City Manager:**

AR

Ordinance 2020-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL BUDGET APPROPRIATIONS TO THE WASTEWATER FUND RELATED TO THE SANITARY SEWER EXPANSION PROJECT; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the fiscal year 2020 budget includes revenue and expenditures as adopted by Ordinance 2019-15; and

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2020 budget; and

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

WHEREAS, the City Commission of the City of St. Pete Beach desires to appropriate revenue and expenditures related to the Sanitary Sewer Expansion project.

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

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The City of St. Pete Beach fiscal year 2020 budget shall be amended per Appendix A, attached and made part of this Ordinance.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption.

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

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Alan Johnson, Mayor

I, Rebecca C. 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 _____, 2020.

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Ordinance 2020-02, Appendix A

	Sanitary Sewer Expansion Project	
	Planned	Revised
Construction	\$ 11,152,301	\$ 15,625,225
Contingency	\$ 1,115,230	\$ 781,261
Technical Services	\$ 682,516	\$ 682,516
Total Expenditures	\$ 12,950,047	\$ 17,089,002
Less City Funds:		
As Adopted (2015 Debt Proceeds)	\$ 2,819,932	\$ 2,819,932
FY 2019 Re-appropriation	\$ -	\$ 531,416
FY 2020 Debt Service Transfer	\$ -	\$ 531,142
Wastewater Fund Balance	\$ -	\$ 256,465
Total City Funds	\$ 2,819,932	\$ 4,138,955
Net Financing	\$ 10,130,115	\$ 12,950,047
Capitalized Interest	\$ 17,600	\$ 21,900
Service Fee	\$ 202,602	\$ 259,001
Total Amount Borrowed	\$ 10,350,317	\$ 13,230,948

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

Issue Considered: Ordinance 2019-23: Final Reading and Public Hearing amending Division 6 - Supplemental Regulations regarding mobile food establishments and special events and amending Appendix "A" of the Code of Ordinances as it relates to Food Truck Fees and Renewals.

Date: January 28, 2020

Prepared By: Wesley T. Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The City Commission heard the proposed ordinance at First Reading on December 10, 2019, with a 4-1 vote to approve the amendments as presented.

The Planning Board heard the proposed amendments on October 21, 2019, with a unanimous recommendation of approval to the City Commission with amendments as outlined in the attached staff report.

The revised language addresses operations of mobile food establishments to clarify operations of vehicles regarding special events and permit non-customary operations of food trucks on private property at special events taking place in the City's "Downtown Core Districts" of the Community Redevelopment Area (TC-1, TC-2, CC-1 & CC-2).

The Ordinance also provides for an amendment to Appendix "A" in reducing the fee initial fee from \$170.00 to \$85.00 and establishing new fees for Class II and Class III vehicles.

Funding: N/A

Requested Motion: "I move to approve Ordinance No. 2019-23 on final reading (read title)."

Attachment: Ordinance 2019-23
Appendix A
Staff Report
Downtown Redevelopment Area Zoning map

**Reviewed by the
City Manager:**

AR

ORDINANCE NO. 2019-23

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING THE LAND DEVELOPMENT CODE, DIVISION 6 – SUPPLEMENTAL REGULATIONS, SECTION 6.25 – MOBILE FOOD ESTABLISHMENT; AND AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES TO REDUCE THE COST OF A MOBILE FOOD ESTABLISHMENT PERMIT, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes that mobile food vending is a specialized use with a specialized market; and

WHEREAS, the City Commission of the City of St. Pete Beach periodically finds sections in its Land Development Code which require clarification, updating and/or amending; and

WHEREAS, the City’s Land Development Code also serves to maintain an environment conducive to the health, safety, welfare of the City’s residents, and preserves and enhances property values within the City; and

WHEREAS, on October 21, 2019, the City’s Planning Board sitting as the Local Planning Agency held a public hearing to consider the proposed Land Development Code changes and provided recommendations to the City Commission; and

WHEREAS, the City Commission has found this ordinance to be in the best interest, safety and welfare of the citizens of the City and

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

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

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The provisions in this Section pertaining to the City’s Land Development Code are amended as follows:

Division 6, Sec. 6.25 (Mobile food establishment) shall be amended as follows:

It is a violation to vend any product from a mobile food truck at any location except in compliance with the requirements of this section.

- (a) *Vehicle requirements.* A mobile food truck shall not be used for vending a product unless the vehicle has been designed and constructed specifically for such purpose. The mobile food truck shall be licensed in accordance with the rules and regulations of any local, state and federal agency having jurisdiction over the mobile food truck or products sold therein.
- (b) *Special event permits.* Mobile food trucks may be permitted in public rights-of-way, or on public property, in conjunction with a special event permit as regulated in this section. Operation of mobile food trucks on public property or within public rights-of-way for special events is permitted, subject to approval of the City Commission.
- (bc) *Insurance requirements.*
- (1) *Operating in rights-of-way.* The permittee, owner or operator shall at all times maintain any insurance which the city determines to be necessary, which may include but is not limited to, general liability insurance, commercial automobile liability insurance, worker's compensation insurance, and environmental liability insurance, issued by an insurance company licensed to do business in the State of Florida, in the amounts established by the city which shall be reasonable, based on industry standards and the risk determined to exist. The insurance policy shall be in occurrence form and the City of St. Pete Beach shall be named as an additional insured on the certificate of insurance. The permittee, owner or operator shall furnish the city with a certificate of insurance which shall be accepted by the city only after approval by the city commission. The permittee, owner or operator shall notify the city within three (3) business days of any changes in the insurance coverage. Upon the cancellation or lapse of any policy of insurance as required by this section, the permit shall be immediately revoked unless, prior to the expiration or cancellation date of the insurance policy, another insurance policy meeting all the requirements of the city is obtained and a new certificate of insurance is provided to the city.
 - (2) *Operating in all other locations, not in rights-of-way.* A mobile food truck shall obtain at a minimum, the insurance as required by any local, state or federal laws and regulations.
 - (3) *City issued permit (as defined herein).* In addition to the insurance requirements set forth in this section, a mobile food truck shall obtain any additional insurance which may be required to obtain a city issued permit (as defined herein).
- (ed) *Open flame cooking.* Open flame cooking is prohibited; except that such activity may take place if permitted by the city fire marshal.
- (de) *Noise limitations.* Amplified music shall be prohibited; any other sounds from any mobile food truck shall comply with the noise requirements of the city.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

- (ef) *Waste collection.* The operator shall provide a waste receptacle for public use within 100 feet of the truck. The area shall be kept neat and orderly at all times and garbage or trash shall be removed daily.
- (fg) *Improved surface.* Food trucks shall only operate from and be located on an improved surface at least 5 feet off the public right-of-way.
- (gh) *Signage.* All signage must comply with the sign section of the Land Development Code. In no case shall "A-frame" signs be permitted.
- (hi) *Alcohol sales.* Mobile food trucks are prohibited from selling alcoholic beverages, except as may be specifically allowed by a city issued permit in conjunction with a special event.
- (ij) *Business tax receipt.* A mobile food establishment permit is issued concurrent with the business tax receipt (BTR) confirmation. If an applicant is a resident of the City of St. Pete Beach, they will be required to obtain a BTR from the city.
- (jk) *Restroom facility.* ~~Class I~~ Mobile food trucks operating at a site for a duration of more than three (3) hours shall have a written agreement, available upon request by the city, which confirms that employees have access to a flushable restroom within 150 feet of the vending location during the hours of operation.
- (kl) *Grease disposal.* ~~Class I~~ Mobile food trucks shall have a current written agreement for the proper disposal of grease, available upon request by the city.
- (lm) *Location.* The vending of products from a Class I mobile food truck on public rights-of-way shall be prohibited unless in conjunction with a special event permit. The vending of products from a ~~Class I~~ mobile food truck on private lands shall be subject to the following conditions:
 - (1) *Private property.* The vending of products from a ~~Class I~~ mobile food truck on private property, in conjunction with an established business is permitted only as a conditional use in zoning districts of the city as outlined herein.
 - (2) *Vacant property.* Operation of a ~~Class I~~ mobile food truck is prohibited on vacant and unimproved property.
 - (3) *Permission.* A ~~Class I~~ mobile food truck shall have the written permission of the owner of the property on which it is located. Such written permission shall accompany application for the mobile food truck permit.
 - (4) *Frequency.* Except as may be allowed as part of a special event permit, mobile food trucks are permitted on each property, a maximum of no more than three (3) days per calendar week. ~~Class I~~ mobile food trucks may operate at different locations as allowed herein.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

- (5) *Maximum number of mobile food trucks.* No more than two (2) mobile food trucks shall operate on any property at any one (1) time, except as may be allowed by a special event permit.
- (6) *Parking.* Mobile food trucks shall not be required to provide additional parking on the principal business site. If a mobile food truck parks in a principal business required off-street provided space(s), then the principal business shall provide evidence, in the form of a site plan indicating that on-street parking exists within 800 feet of the establishment.
- (7) *Access.* A ~~Class-I~~ mobile food truck shall not be placed in any location that impedes the ingress or egress or building entrances or emergency exits.
- (8) *Hours of operation.* ~~Class-I~~ mobile food trucks shall be permitted to operate after 7:00 a.m. and before 10 p.m. The request for extended hours must be reviewed and approved by the city subject to the criteria contained in the application.
- (9) *Power.* Power for all ~~Class-I~~ mobile food trucks will be evaluated on a case by case basis during the conditional use process but in no case shall a generator be used within 200 feet of a residential district.
- (~~nn~~) *CUP expiration.* The conditional use permit shall automatically expire if the principal business does not hold a valid business tax receipt from the city.

SECTION 3. "Appendix A" of the Code of Ordinance is hereby amended as illustrated in "Exhibit A," which is attached and made a part of this Ordinance.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 7. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 8. Effective Date. This ordinance shall take effect immediately upon adoption.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

FIRST READING: 12/10/2019
PUBLISHED: 01/03/2020
SECOND READING: 01/14/2020
PUBLIC HEARING: 01/14/2020

Alan Johnson, Mayor

I, Rebecca C. 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 _____, 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney

Andrew Dickman, Esq.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

“Exhibit A”

APPENDIX A - FEE SCHEDULE

This appendix includes fees and charges that do not appear in other sections of the Code of Ordinances.

Description	Amount
-------------	--------

Chapter 118. Planning and Development	
Mobile Food Establishment Permit	170.00
<u>Class I – Mobile kitchens</u>	<u>85.00</u>
<u>Class II – Canteen trucks</u>	<u>35.00</u>
<u>Class III – Ice cream trucks</u>	<u>35.00</u>
Renewal of Mobile Food Permit	85.00
<u>Class I – Mobile kitchens</u>	<u>85.00</u>
<u>Class II – Canteen trucks</u>	<u>35.00</u>
<u>Class III – Ice cream trucks</u>	<u>35.00</u>

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

CITY OF ST. PETE BEACH PLANNING BOARD STAFF REPORT

TO: Planning Board

FROM: Wesley Wright, Community Development Director

DATE: November 18, 2019

SUBJECT: Ordinance No. 2019-xx to amend the Land Development Code, Section 6.25 – Mobile food establishment.

BACKGROUND AND DISCUSSION:

Ordinance No, 2019-xx pertains to Mobile food establishments (mobile food trucks). Language addressing operations of mobile food establishments is being revised to clarify operations of vehicles regarding special events and permit non-customary operations of food trucks on private property at special events taking place in the City's downtown commercial districts.

CONSISTENCY WITH THE COMPREHENSIVE PLAN – STAFF REVIEW AND LPA

Staff has reviewed the proposed Ordinance and find it to be consistent with the City of St. Pete Beach's Comprehensive Plan specifically as follows:

FUTURE LAND USE ELEMENT

GOAL 2:

The City shall ensure that the residential character of the City of St. Pete Beach is maintained and protected while:

- Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike.
- Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation.
- Maintaining the community's recreation, open space and beaches.

Community Redevelopment District general redevelopment guidelines, standards and initiatives

- (a) 2. Ensure that a comprehensive redevelopment strategy can be and shall be implemented through land development regulations that maintain the City's

heritage of quality residential living complemented by resort facilities and supported by a tourist-based economy that includes temporary lodging uses, local retail, restaurants and local pubs and bars;

Goals, Objectives and Policies for the Downtown Redevelopment District

GOAL 1:

The downtown commercial core of the District shall be a community gathering place that attracts people to the area with living, working, shopping, entertainment and recreational opportunities. The City shall encourage revitalization through redevelopment that is designed to attract residents and visitors to Downtown core community destination. The downtown residential neighborhoods surrounding and within walking distance of the Downtown core area, are encouraged to redevelop in a manner that enhances pedestrian and non-vehicular mobility.

Objective 1.4

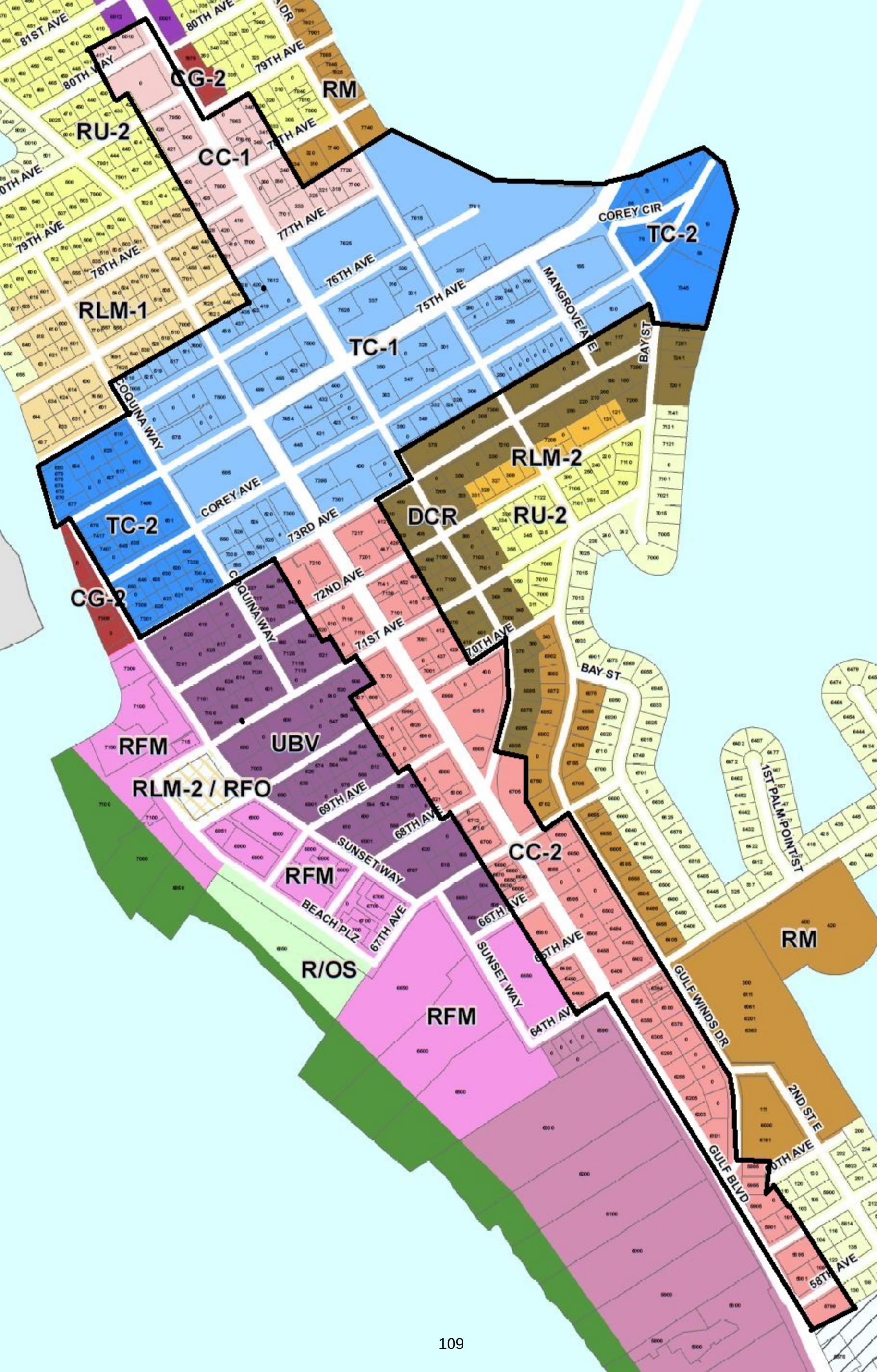
The City shall use all existing incentives to encourage an affordable mix of housing types and varieties that are located within walking distance of the downtown Corey Avenue core area integrated with retail, commercial, office and entertainment uses at street level to create a live, shop, work and play environment in the Corey downtown area that will revitalize the traditional main street as a vibrant center of activity for residents and visitors.

Objective 1.8

The City shall recognize the unique features of Downtown neighborhoods and shall continue to expand neighborhood retail, business, and recreation services.

STAFF RECOMMENDATION:

Staff recommends the approval of Ordinance No. 2019-xx as proposed.



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

Issue Considered: Resolution 2020-xx: A Resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing a Conditional Use Permit (CUP) for Caddy's St. Pete Beach located at 5501 Gulf Boulevard to allow for Outdoor Seating (39 seats) in front of the restaurant within the existing 687-square foot patio.

Date: January 28, 2020

Prepared By: Wesley T. Wright, Director of Community Development

Through: Alex Rey, City Manager

Summary of Issue: The Applicant, SFMB St. Pete Beach, LLC c/o Marcus Winters, is requesting a CUP, pursuant to Section 38.4(f) of the Land Development Code, in order to to allow for Outdoor Seating.

Staff recommends approval of the CUP (with 10 conditions).

Funding: N/A

Requested Motion: **Motion 1** - "I move to approve Resolution 2020-xx (read title), with the following Conditions (state conditions).

Attachment: Application of request
Staff Report
Resolution 2020-xx

**Reviewed by the
City Manager:**

AR

RESOLUTION 2020-xx

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING CADDY'S ST. PETE BEACH TO OPERATE AN OUTDOOR SEATING AREA (687 SF) IN THE FRONT OF THE RESTAURANT LOCATED AT 5501 GULF BOULEVARD; INCORPORATING THE CONDITIONS OUTLINED HEREIN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission supports independently owned businesses within the City; and,

WHEREAS, Caddy's St. Pete Beach desires to add an outdoor seating (39 seats) area within an existing patio footprint; and,

WHEREAS, **SFMB St. Pete Beach, LLC** / Trenam Law filed with the City an Application on December 10, 2019, for a Conditional Use for the property located at 5501 Gulf Boulevard, St. Pete Beach, Florida; and,

WHEREAS, the application for Conditional Use Permit was reviewed by the Technical Review Committee on January 15, 2020, and the recommended conditions appropriate to mitigate potential impacts imposed by the use were determined and are outlined in the associated staff report submitted to the City Commission; and

WHEREAS, the City Commission held a quasi-judicial public hearing on January 28, 2020, to consider the Conditional Use Permit Application in accordance with all the criteria listed in the City of St. Pete Beach Land Development Code; and

WHEREAS, while the Conditional Use Permit application was reviewed, pursuant to City Land Development Code, this Resolution is for only the Conditional Use Permit approval.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

Section One: The above recitals are true and correct and are incorporated herein by reference.

Section Two: The City Commission hereby incorporates the following conditions into the Conditional Use permit:

1. This approval is for an approximately 42'x16' patio dining area with 39 seats located at the front of the building abutting the parking lot. Any expansion, relocation, or additional seats placed in this area shall require modification of this approval or a new conditional use permit issued through the City Commission.

2. The hours of operation of the patio seating area shall not extend beyond the hours of operation of the restaurant.
3. Any additional outdoor lighting installed for this use shall be shielded and directed away from adjacent properties.
4. All outdoor amplified music equipment shall be located within the patio footprint and be directed toward the patio. If this equipment is accessible by live musicians or DJs, a governor shall be installed to consistently limit the receiving decibels to abutting residential, institutional or public space properties to 65 dBA during the hours of 7:00 a.m. and 10:00 p.m. and 55 dBA between 10:00 p.m. and 7:00 a.m. Temporary amplified music equipment such as, but not limited to, amplifiers or speakers brought by visiting musicians, shall not be used on the patio. A list of amplified music equipment for use on the patio shall be provided to and approved by the Community Development Department prior to equipment installation.
5. The applicant shall provide the Community Development Department a landscape plan showing newly-installed landscaping added to the north area of the site. This plan shall be received and approved prior to final inspection of the associated building permit for the patio roof and bar.
6. Ballades shall be installed between the parking spaces at the front of the building and the outdoor patio area prior to final inspection of the associated building permit for the patio roof and bar.
7. A secondary exit shall be provided from the patio, and exit signs with emergency lights shall be provided at exit points, prior to final inspection of the associated building permit for the patio roof and bar.
8. The applicant shall illustrate and provide for two additional parking spaces on the site prior to final inspection of the associated building permit for the patio roof and bar. The dimensions of the parking spaces and conditions for utilization of boat slips as required parking shall comply with the relevant provisions of Land Development Code Division 23 – OFF-STREET PARKING AND LOADING.
9. No outdoor food preparation shall be permitted.
10. The City shall be entitled to revoke or modify this Conditional Use approval if it is found that:
 - a. Any necessary business or health permit has been suspended or revoked; or,
 - b. The operator fails to comply with one or more requirements of this conditional use permit.

Section Three: This resolution will become effective immediately upon adoption.

Passed this 28th day of January, 2020, by the City Commission of the City of St. Pete Beach, Florida.

* * * * *

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



**DEPARTMENT OF COMMUNITY DEVELOPMENT
CONDITIONAL USE AND VARIANCE APPLICATION
STAFF REPORT TO THE
CITY OF ST. PETE BEACH CITY COMMISSION**

APPLICATION NUMBER: Conditional Use Permit #19068 Marcus Winters, SFMB St. Pete Beach, LLC and R. Donald Mastry, Trenam Law for Bayside Shops LLC
PREPARED BY: Community Development Department Staff
MEETING DATE: January 28, 2019

This application is a request for a Conditional Use Permit:

REQUEST:	Caddy's St. Pete Beach (former Silas Dent's Steakhouse) is requesting a Conditional Use Permit to allow for outdoor seating (39 seats) in the front of the restaurant within the existing 687-square foot patio (Land Development Code Sec. 38.4 (f)).
LOCATION:	5501 Gulf Blvd; BRIGHTWATER BEACH ESTATES BLK 4, LOTS 1 & 2 & VAC ALLEYS ADJ & TRACT ADJ ON N ALL DESC BEG SW COR OF LOT 1 TH N22D54'18"W 72.32 FT TH CUR LT RAD 5729.58FT ARC 255.83FT CB N23D58' 29"W 255.81FT TH N57D14' 46"E 398.92FT TH S24D21' 35"E 226.48FT TH S57D14' 46"W 100FT TH S32D45'14"E 100FT TH S57D14'46"W 317.27FT TO POB CONT 2.76AC(C); Property ID # 06-32-16-11412-004-0010
ACREAGE:	2.76 AC
EXISTING LAND USE	AC – Activity Center District within the Gulf Blvd Redevelopment District on the Zoning Map; AC – Activity Center District within the Gulf Blvd Redevelopment District on the Future Land Use Map
SURROUNDING FUTURE LAND DESIGNATIONS:	North – Activity Center District South – 55 th Ave/Activity Center District East – Water/Residential Medium District West – Gulf Blvd/Large Resort District
SURROUNDING ZONING MAP DESIGNATIONS:	North – Activity Center District South – 55 th Ave/Activity Center District East – Water/Residential Medium District West – Gulf Blvd/Large Resort District
SURROUNDING EXISTING USES:	North – Condominiums South – 55 th Ave/Condominiums East – Water/Condominiums West – Gulf Blvd/Hotel

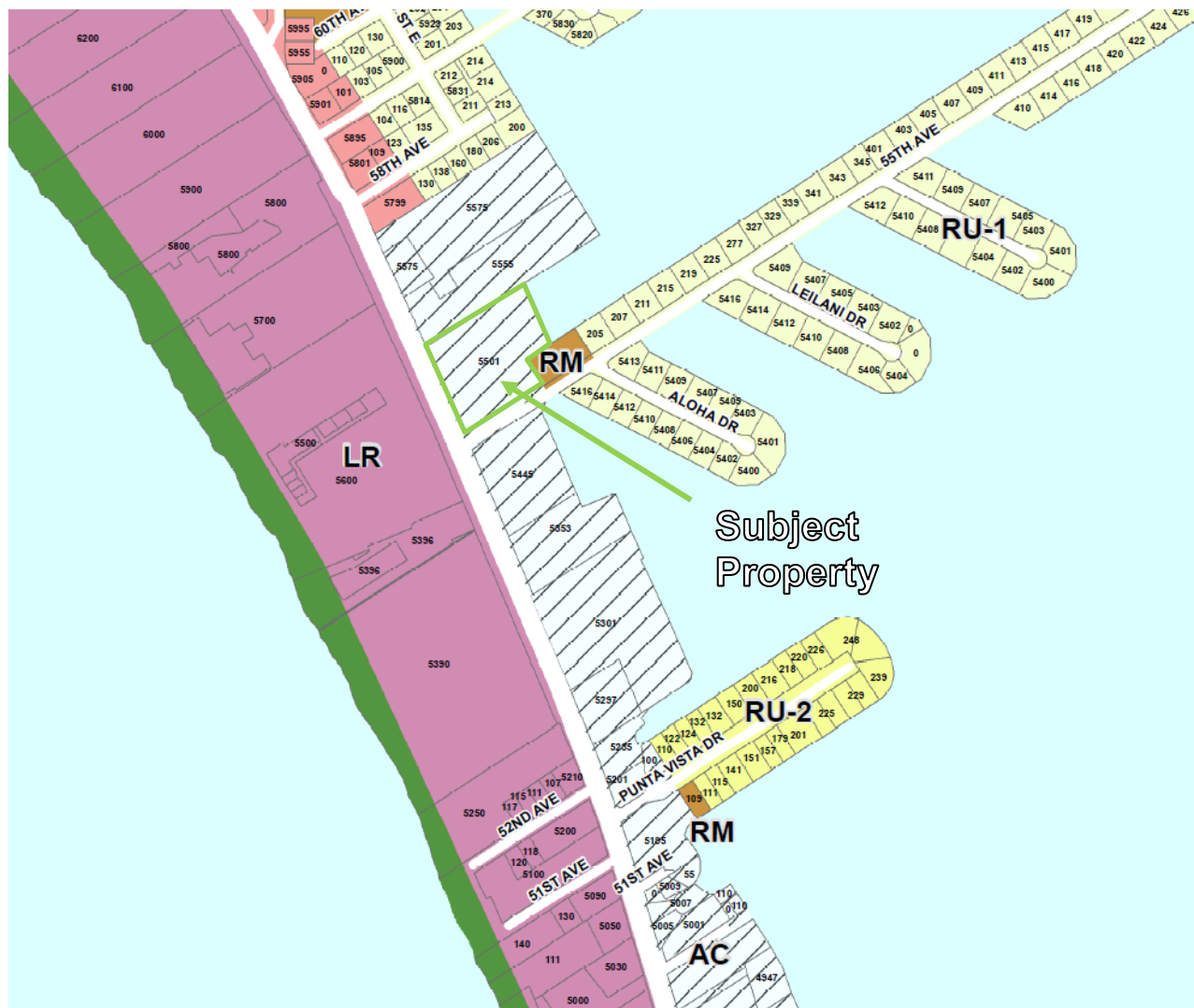
BACKGROUND

The former Silas Dent's Steakhouse restaurant, located in the northeastern endcap of the 5501 Gulf Blvd strip center, recently underwent a renovation for the opening of the Caddy's St. Pete Beach restaurant. At the front of the building facing the parking lot is a patio cover structure that has been in place since at least early 2011, which was used by the former tenant for outdoor seating for an indeterminate amount of time. The city does not knowingly possess any permit records for the patio cover or seating, the former of which may have been built by the Seminole Tribe of Florida, and as such is exempt from the Florida Building Code and thus a building permit.

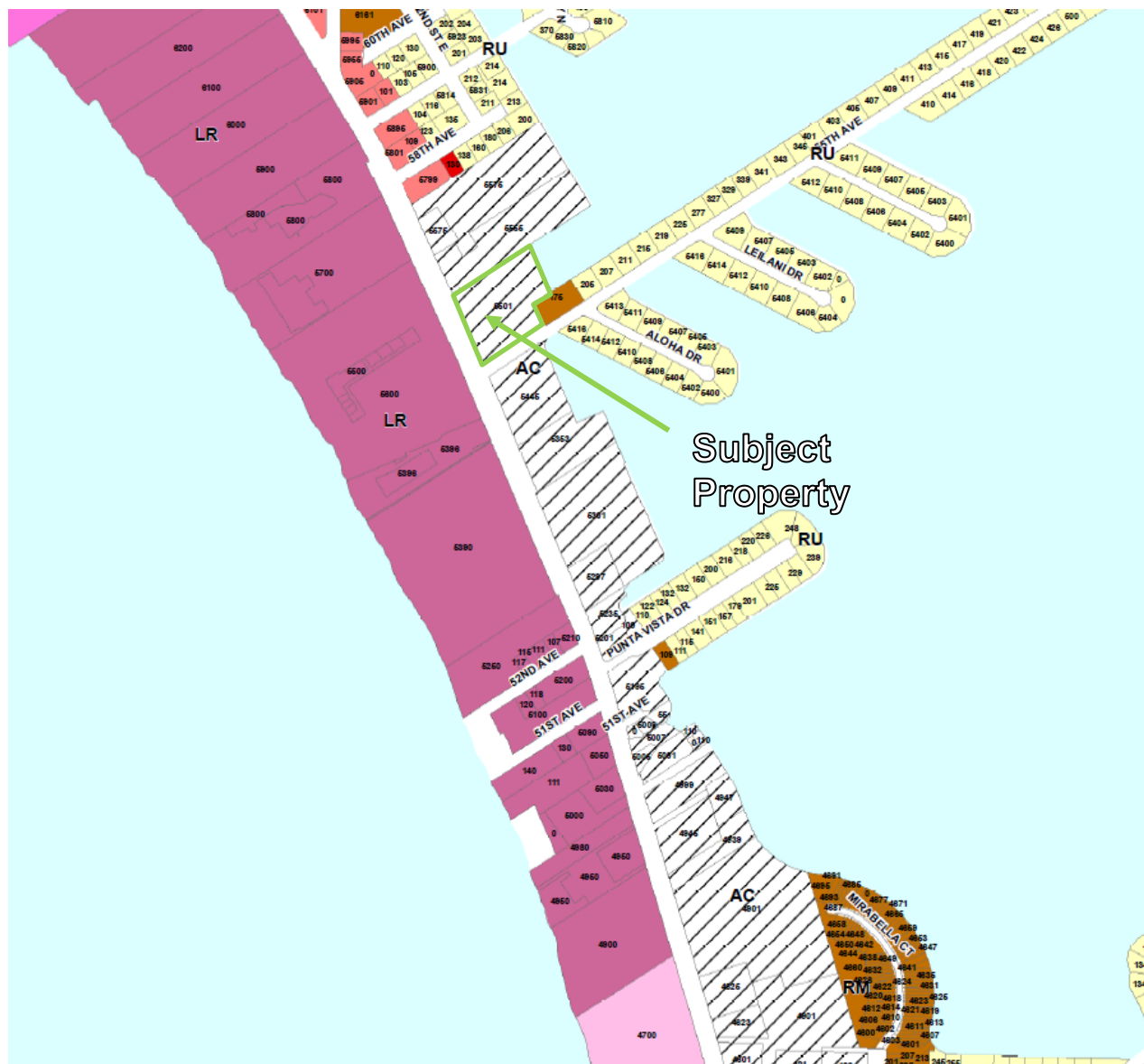
ANALYSIS

All restaurants and bars in the AC – Activity Center district are required to possess a conditional use permit to establish outdoor seating. The applicant is requesting to utilize the existing patio area for outdoor seating, which is proposed to contain 39 seats. If this conditional use is approved, the applicant will apply for a building permit to replace the patio roof and install a bar that partially extends onto the patio. As the seating area is just under 700 square feet, the applicant is required to demonstrate compliance with parking minimums or provide two additional parking spaces pursuant to Land Development Code Sec. 23.5(a).

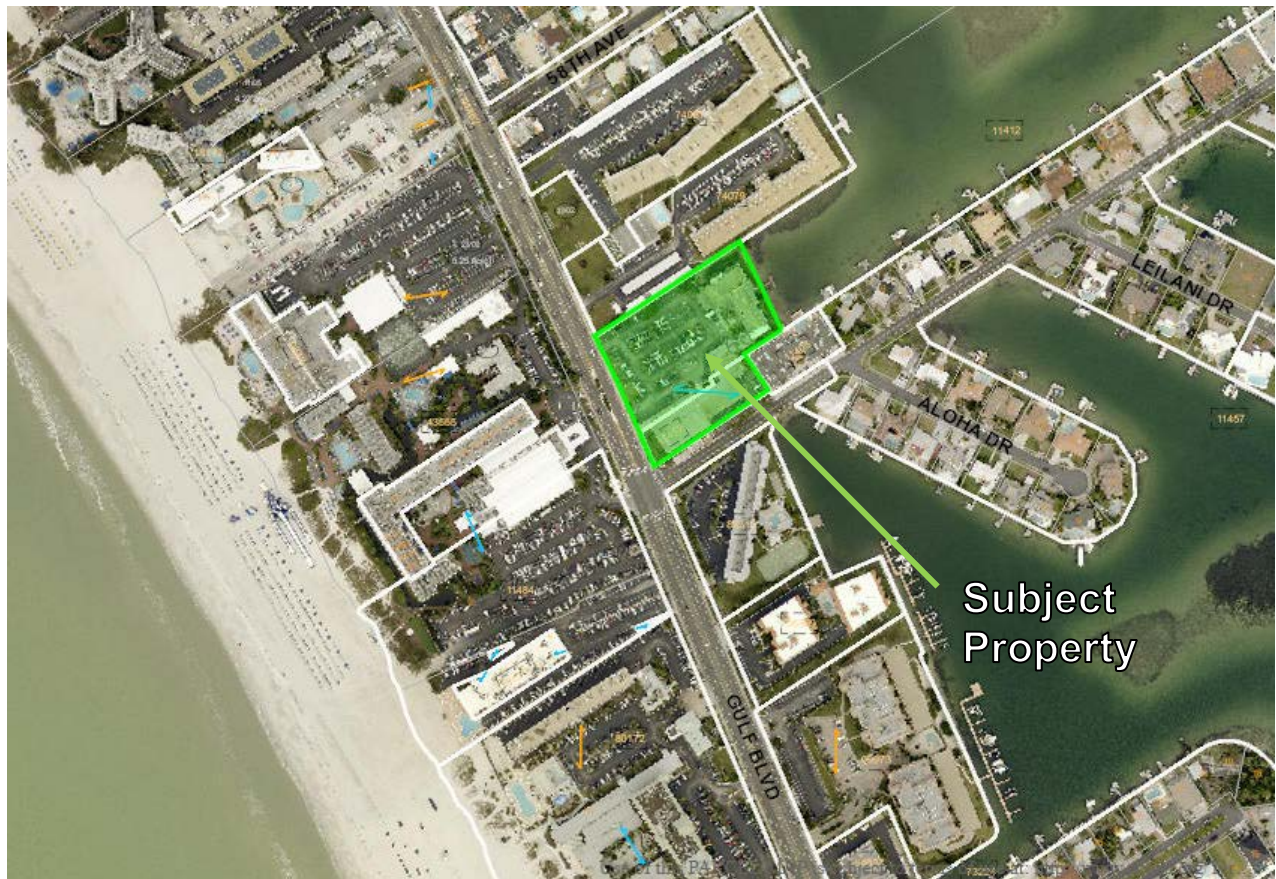
ZONING MAP



FUTURE LAND USE MAP



AERIAL MAP



CONDITIONAL USE PERMITS- 4.4 STANDARDS FOR REVIEW

When considering an application for approval of a conditional use, the City Commission review shall consider the following standards:

- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;**

The conditional use request is consistent with the Comprehensive Plan in the following ways:

Future Land Use Plan Element

Future Land Use Policies – Green Practices, Residential Character and Introduction to Land Use Categories

GOAL 2:

The City shall ensure that the residential character of the City of St. Pete Beach is maintained and protected while:

- Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike.
- Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation.
- Maintaining the community's recreation, open space and beaches.

Special Designation – Community Redevelopment District

Gulf Boulevard Redevelopment District

GOAL 1:

Gulf Boulevard shall be a place that attracts people for living, employment and recreation. The City shall encourage the revitalization of Gulf Boulevard through commercial and temporary lodging redevelopment that will attract residents and visitors to the Gulf Boulevard core resort area as a recreation, entertainment, resort and shopping destination.

Objective 1.1

All development and redevelopment within the Gulf Boulevard Redevelopment District shall further the goals, objectives and policies of the Community Redevelopment District, this District and each character district within which development occurs; and shall comply with the design guidelines and the applicable land development regulations for the respective character district.

GOAL 3:

Maintain and improve Gulf Boulevard as a memorable place to be enjoyed by residents and visitors that emphasizes pedestrian mobility, waterfront and Gulf beach access, a quality built environment that focuses on retail services and entertainment.

Objective 3.3

Redevelopment is encouraged to create a vibrant Gulf Boulevard core resort environment containing a variety of building forms and styles of exceptional architectural design and high quality finishes that respect the Gulf Boulevard resort character and heritage, increase Green space, reduce paved surface parking, increase side yard setbacks, increase setbacks from Gulf Boulevard, and provide amenities, retail services, restaurants and waterfront beach bars that serve guests and residents alike.

(2) Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:

- a. **Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;**

The overall appearance and function of the area will not be significantly affected. This tenant space has been utilized as a restaurant since the late 1970s, and the patio dining had been utilized by the former tenant for a number of years. Although it is unknown when the patio had begun utilization as a dining area, the city does not have any complaints on record for noise violations related to the patio dating back to 2010. The applicant has removed a thatched roof structure which previously covered the patio area, and is proposing to install a metal roof over the patio as well as a bar that partially extends into the outdoor seating area. However, the patio area is not proposed to be expanded beyond the 687-square foot space that was utilized by the former tenant.

- b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;**

There are no known historic, scenic, archaeological or cultural resources on the site, and there are no significant site alterations planned with this conditional use permit. Should resources be identified, impact to said resources shall be mitigated.

- c. **Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features.**

Condominiums are located to the north, south, and east of this property. The properties to the south and east are buffered by the existing building layout as well as 55th Avenue to the south, and there is an approximately 50-foot setback on the northern side from the property line to the beginning of the patio area. A condition of a previous permit for the property required the planting of landscaping along the northern property boundary abutting the building, and staff find that the landscaping at maturity should provide substantial screening of the patio from the neighboring condominiums. The applicant has supplied conditions, such as the outdoor area not operating beyond normal restaurant operating hours, to which staff find will mitigate impacts on abutting residential properties.

- (3) Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety;**

Staff find that the application should not have substantial impacts on dust, fumes, smoke, glare, late-night operations, odors, vehicular traffic, delivery trips, increased litter, or capacity of the local transportation system. Staff are recommending conditions intended to mitigate noise and late-night operations, and find that landscaping added to the site as a result of a recent renovation permit is sufficient to mitigate potential privacy or safety issues resulting from use of the patio.

- (4) Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely;**

The applicant has agreed to provide one additional parking space on site and utilize one of the existing boat slip spaces at the rear dock for customer parking, which will result in the patio meeting minimum local parking requirements. Additional space for the loading and unloading of trucks is not anticipated to be required.

- (5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;**

Staff find that the acceptance of conditions recommended in this report along with existing improvements to the site will mitigate impacts on abutting residential properties, and preserve the public health, safety and welfare.

- (6) Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation;**

No significant site improvements are proposed to accommodate this request; however, the applicant has stated that they currently operate four other Caddy's restaurants.

- (7) Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.**

The applicant has stated that they will comply with all additional standards and regulations of the city.

Sec. 4.12. - Criteria for review of conditional use applications.

(a) Conditional use applications within the community redevelopment district shall be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

- (1) Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services;**

There is no anticipated impact on utility infrastructure. The applicant stated that the proposed outdoor bar located under the patio cover will tie into existing plumbing. Additional fixtures could not be added to the site until the city's sewer moratorium is resolved.

- (2) Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways;**

There are no anticipated impacts on the local transportation infrastructure, and the addition of a parking space to the site will not significantly alter interior vehicle circulation or the design and function of parking areas. The ingress to and egress from the site is not proposed to be altered.

(3) Hydrological features and storm water management infrastructure;

There are no anticipated impacts on hydrological features or storm water management infrastructure.

(4) Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas;

There are no anticipated major impacts on local aesthetics, as the patio area is existing. The applicant is proposing to add a new patio cover roof that will match the grey metal design of the existing building's roof. The existing design and general appearance of the building façade will be preserved. The applicant has previously received approval for mural signs on the building, and is not proposing any new advertising in tandem with this request.

(5) Site landscaping, open space provision and impervious surface limitations;

The seating area is located on the front of the building facing the parking lot, not the side, which exempts it from needing to provide landscaping screening from abutting residential properties. However, as a condition of approval for a previous permit, the applicant has installed a number of medium-sized palms along the northern property line and also extended a soundproofed fence to match the building edge. Staff find that these installations are sufficient to provide noise and visual screening to abutting properties given the patio's location.

(6) Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance;

The applicant states that they anticipate operating the restaurant from 8 am to 11 pm. Lighting added to the site to support the patio shall be shielded and directed away from abutting neighbors. The applicant will be required to comply with all conditions of the city's noise ordinance. Staff are further recommending conditions to mitigate potential externalities resulting from the use of amplified music equipment in the patio dining area.

(7) Fire suppression and facility security;

The city's fire department has provided conditions for a secondary exit from the patio and emergency lights at exit points. Other conditions related to the roof and impacts to the seating area resulting from the bar installation may be required at the time of building permit submittal.

(8) Emergency management and hurricane evacuation provisions; and

The facility is required to comply with city emergency management and hurricane evacuation provisions.

(9) For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:

- a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and**

Not applicable to this use.

- b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.**

Not applicable to this use.

(b) Any of the foregoing elements may be omitted from the conditional use application upon agreement of the city commission.

(c) Content additional to the foregoing may be included in the application, so long as such content is consistent with the applicable requirements of this Code.

In addition, per LDC Division 4, Conditional Use Permits, Section 4.11, Conditional uses in designated community redevelopment district:

It is the intent of the city that the aesthetic and functional characteristics of new development shall be regulated to insure consistency with the stated objectives of city redevelopment policy and that all new development is undertaken in a manner consistent with the best interests of the community. In instances of development projects which are of significant density or intensity, the complexity of the construction and operation of such projects require a higher than usual level of public security and technical review prior to permitting, and necessitate the articulation of specific requirements on the part of both the developer and the city to ensure that such developments are in harmony with community character and consistent with the policies of the community redevelopment plan. The provisions of this section are intended to supplement the stated requirements of this division and other divisions of the Land Development Code and provide for the incorporation of provisions into conditional use approvals which address issues of public concern.

STAFF RECOMMENDATION

It has been determined that the reviewing body (City of St. Pete Beach City Commission) is empowered under the LDC to grant a Conditional Use for Conditional Use Permit #19068. Granting this request will not adversely affect the public interest and will be generally compatible with adjacent properties and other properties in the district provided the conditions as proposed by staff are adhered to. Should the City Commission grant the Conditional Use, the application should be subject to the following 10 conditions:

1. This approval is for an approximately 42'x16' patio dining area with 39 seats located at the front of the building abutting the parking lot. Any expansion, relocation, or additional seats placed in this area shall require modification of this approval or a new conditional use permit issued through the City Commission.
2. The hours of operation of the patio seating area shall not extend beyond the hours of operation of the restaurant.
3. Any additional outdoor lighting installed for this use shall be shielded and directed away from adjacent properties.
4. All outdoor amplified music equipment shall be located within the patio footprint and be directed toward the patio. If this equipment is accessible by live musicians or DJs, a governor shall be installed to consistently limit the receiving decibels to abutting residential, institutional or public space properties to 65 dBA during the hours of 7:00 a.m. and 10:00 p.m. and 55 dBA between 10:00 p.m. and 7:00 a.m. Temporary amplified music equipment such as, but not limited to, amplifiers or speakers brought by visiting musicians, shall not be used on the patio. A list of amplified music equipment for use on the patio shall be provided to and approved by the Community Development Department prior to equipment installation.
5. The applicant shall provide the Community Development Department a landscape plan showing newly-installed landscaping added to the north area of the site. This plan shall be received and approved prior to final inspection of the associated building permit for the patio roof and bar.
6. Ballades shall be installed between the parking spaces at the front of the building and the outdoor patio area prior to final inspection of the associated building permit for the patio roof and bar.
7. A secondary exit shall be provided from the patio, and exit signs with emergency lights shall be provided at exit points, prior to final inspection of the associated building permit for the patio roof and bar.
8. The applicant shall illustrate and provide for two additional parking spaces on the site prior to final inspection of the associated building permit for the patio roof and bar. The dimensions of the parking spaces and conditions for utilization of boat slips as required parking shall comply with the relevant provisions of Land Development Code Division 23 – OFF-STREET PARKING AND LOADING.
9. No outdoor food preparation shall be permitted.
10. The City shall be entitled to revoke or modify this Conditional Use approval if it is found that:
 - a. Any necessary business or health permit has been suspended or revoked; or,
 - b. The operator fails to comply with one or more requirements of this conditional use permit.



CONDITIONAL USE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

RAM

I understand that the City will not accept or process an incomplete application.

RAM

I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a conditional use. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a conditional use.

RAM

On all conditional uses, a majority vote is required. Action on this application by the City Commission may be continued to a later meeting.

RAM

I understand that if a conditional use is approved by the City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the City Commission becomes voided.

RAM

I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

RAM

I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

After acknowledgement of these conditions, complete the application form on the following pages

Ronald M. Mating, Agent
Signature of Applicant

12/10/19

Date

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



CONDITIONAL USE APPLICATION

PROPERTY OWNER: <u>Bayside Shops LLC</u>		Case Number: _____	
Name: <u>John T. McEnery</u>		APPLICANT/AGENT (Attach agent authorization form)	
Address: <u>66 Martinique Ave.</u>		Name: <u>Marcus Winters, SFMB St. Pete Beach, LLC, and R. Donald Mastry, Trenam Law</u>	
City: <u>Tampa</u>	State: <u>FL</u>	Address: <u>200 Central Ave., Suite 1600</u>	
Zip: <u>33606</u>	Telephone: _____	City: <u>St. Petersburg</u>	State: <u>FL</u>
Email: _____		Zip: <u>33701</u>	Telephone: <u>727-824-6140</u>
SUBJECT PROPERTY:		Email: <u>dmastry@trenam.com</u>	
Address: <u>5501 Gulf Blvd.</u>		Current Name of Business: <u>Caddy's St. Pete Beach</u>	
Parcel ID: <u>06-32-16-11412-004-0010</u>	Name of Project: <u>Caddy's St. Pete Beach</u>		

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

See attached narrative.


Signature of Applicant/Agent

12/10/19

Date

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. LDC Sec 4.4(a)(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.

See attached narrative.

2. LDC Sec 4.4(a)(2)a-d Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:

- a. Whether the overall appearance and function of the area will be significantly affected. consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

See attached narrative.

- b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);

See attached narrative.

- c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

See attached narrative.

- d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

See attached narrative.

3. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);

See attached narrative.

4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);

See attached narrative.

5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

See attached narrative.

6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,

See attached narrative.

7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

See attached narrative.

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.
2. Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.
3. Hydrological features and storm water management infrastructure.
4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.
5. Site landscaping, open space provision and impervious surface limitations.

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.
7. Fire suppression and facility security.
8. Emergency management and hurricane evacuation provisions.
9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:
 - a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and
 - b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.



Owner's Authorization for Agent

I/WE

Bayside Shops LLC

(print name of property owner)

hereby authorize

Marcus Winters, SFMB St. Pete Beach, LLC, and R. Donald Mastry, Trenam Law

(print name of agent)

to represent me/us in an application for

Conditional Use for outdoor dining and drinking on west side of building located at 5501 Gulf Blvd.

(type of application: variance, conditional use, zoning, etc.)

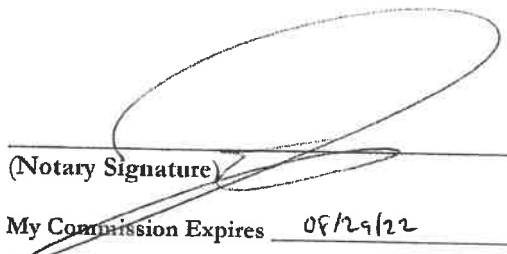

Signature of Owner

John T. McEner
Print Name of Owner

Signature of Owner

Print Name of Owner

The forgoing instrument was acknowledged before me this 21st day of November 2019, by John McEner who is personally known FL Driver License or produced as identification.


(Notary Signature)

11/21/19
(Date)

My Commission Expires 08/29/22



CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, SFMB St. Pete Beach, LLC, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): R. Donald Mastry, Trenam Law

Address: 200 Central Ave., Suite 1600, St. Petersburg, FL 33701

R. Donald Mastry Agent
Signature

12/10/19

Date

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 10 day of December 20 19 by R. Donald Mastry, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission expires: 2-14-23



GAIL M. GRAY
Commission # GG 289899
Expires February 14, 2023
Bonded Thru Budget Notary Services

NOTARY:

Print Name: Gail M. Gray

Notary Public, State of Florida Gail M. Gray

(Notarial Seal)

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

NARRATIVE IN SUPPORT OF CONDITIONAL USE APPLICATION

The Applicant, SFMB St. Pete Beach, LLC (“Applicant”) is a tenant at 5501 Gulf Blvd., St. Pete Beach, Florida (the “Property”). The Applicant is in the process of renovating its leased space at the Property into a Caddy’s restaurant.

Secs. 6.24(b) and 38.4(f) of the City of St. Pete Beach Land Development Code (the “Code”) state that eating and drinking establishments with outdoor seating require conditional use approval.

Existing Conditions

The Property consists of approximately 2.76 acres on the east side of Gulf Blvd. at the intersection of Gulf Blvd. and 55th Ave. The Property consists of two commercial buildings, which were constructed in 1989 and 1997, according to the Pinellas County Property Appraiser. These buildings have been used for a range of commercial uses since they were developed. Current tenants include Beach Zone, Coconuts Comedy Club, BlueGreen Vacations and Edward Jones.

The Property is designated Activity Center (AC) on the City’s Zoning and Future Land Use Maps. The AC designations permit a range of uses including eating and drinking establishments.

The Applicant is leasing the portion of the Property that was formerly Silas Dent’s Steakhouse, which includes an existing patio located at the front of the building. This patio was previously used for outdoor dining and outdoor drinking for a number of years.

Proposed Conditions

The Applicant proposes to use the patio for outdoor dining and outdoor drinking.

Discussion of Standards of Review for Conditional Use Applications

(Sec. 4.4 of the Land Development Code)

1. *Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations.*

The conditional use is consistent with the listed items. Eating and drinking establishments are permitted use by the Property’s zoning and land use designations. A list of goals, objectives, and policies of the Comprehensive Plan, which the conditional use is consistent with, is attached as Exhibit A.

2. *Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities*

and public facilities under construction, and residential, commercial and/or service facilities available within the existing area.

The proposed use is compatible with the character of the existing area. The patio has existed at the Property for a number of years and was previously used for outdoor dining and outdoor drinking. No expansion of the existing structures is proposed. No amplified music is proposed and the hours of operation of the patio will coincide with the hours of operation of the Caddy's restaurant. Additionally, the patio will comply with the following requirements of Sec. 6.24 (a)(1) of the Code:

- a. A landscape buffer and opaque wall or fence constructed at the maximum height allowed by this Code shall be required along the lot line of any yard containing an outdoor dining or outdoor drinking area when the lot line of said yard adjoins a property that is occupied by a residential use to effectively screen and mitigate external impacts as determined through the conditional use permitting process.
- b. Outside food and beverage consumption shall not extend beyond the permitted area.
- c. No outdoor food preparation is permitted.
- d. Suitable protective barriers shall be installed when an outdoor dining area or outdoor drinking area is located adjacent to a vehicular use area as determined by the building official.
- e. Upon the issuance of a tropical storm or hurricane warning, all tables, chairs and other equipment shall be securely stored inside.

More specifically:

- a. *Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area.*

The Applicant's renovation of the former Silas Dent's Steakhouse will improve the overall appearance and function of the area and, as discussed above, is compatible with the area. Eating and drinking establishments have occupied this space for a number of years. No expansion of the existing structures is proposed.

- b. *Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources.*

No designated historic, scenic, archaeological or cultural resources are impacted by this application.

- c. *Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or*

whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features.

As discussed above, the application is compatible with adjacent development. No expansion of the existing structures is proposed. Eating and drinking establishments have occupied this space for a number of years. The patio will comply with Code requirements for buffering and landscaping.

- d. *Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.*

The application will not have significant adverse impacts on nearby land due to any of the above the listed items, given that eating and drinking establishments have occupied this space for a number of years and that the Caddy's restaurant will be substantially similar to these prior uses. The patio will comply with Code requirements for buffering and landscaping. No amplified music is proposed and the hours of operation of the patio will coincide with the hours of operation of the Caddy's restaurant. The patio will comply with Code requirements for buffering and landscaping.

3. *Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety.*

The transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. There is no increase in density or intensity proposed by this Application.

4. *Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely.*

Both the minimum required off street parking and space for loading and unloading of trucks will be provided and the same will function properly and safely.

5. *Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made.*

The proposed use will have no adverse impact on the public health, safety and welfare.

6. *Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation.*

No improvements or mitigation are required; however, evidence of the Applicant's financial and technical capability is demonstrated by the Applicant's establishment and operation of its four existing Caddy's restaurants.

7. *Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.*

The proposed use complies with all applicable provisions of the Code.

Discussion of Criteria for Review of Conditional Use Applications in Community

Redevelopment Districts

(Sec. 4.12 of the Land Development Code)

a) *Conditional use applications within the community redevelopment district shall be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:*

- 1) *Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services.*

The proposed use complies with the policies established in the community redevelopment plan for the district and will not negatively impact utility infrastructure. There is no increase in density or intensity proposed by this Application.

- 2) *Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.*

The proposed use complies with the policies established in the community redevelopment plan for the district and will have no negative impact on these items. There is no increase in density or intensity proposed by this Application.

- 3) *Hydrological features and storm water management infrastructure.*

The proposed use complies with the policies established in the community redevelopment plan for the district and will have no negative impact on these items. No expansion of the existing structures is proposed.

- 4) *Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.*

The proposed use complies with the policies established in the community redevelopment plan for the district and will have no negative impact on these items. No expansion of the existing structures is proposed.

- 5) *Site landscaping, open space provision and impervious surface limitations.*

The proposed use complies with the policies established in the community redevelopment plan for the district and will have no negative impact on these items. No expansion of the existing structures is proposed and the patio will comply with Code requirements for buffering and landscaping.

- 6) *Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.*

The proposed use complies with the policies established in the community redevelopment plan for the district and will have no negative impact on these items. No amplified music is proposed and the hours of operation of the patio will coincide with the hours of operation of the Caddy's restaurant.

- 7) *Fire suppression and facility security.*

The proposed use complies with the policies established in the community redevelopment plan for the district and will have no negative impact on these items.

- 8) *Emergency management and hurricane evacuation provisions.*

The proposed use complies with the policies established in the community redevelopment plan for the district and will have no negative impact on these items.

Exhibit A

Goals, Objectives, and Policies of the Comprehensive Plan

Policy 1.1.4

The City shall promote and encourage through redevelopment land development regulations clean industries such as tourism-related businesses.

Objective 2.1

The integrity and quality of life throughout the City, including existing residential neighborhoods, as well as core commercial and resort areas, will be maintained through the enforcement of the land development regulations and shall be encouraged to be improved, and for those properties experiencing blighting conditions such as deterioration, degradation, and distress shall be encouraged to redevelop through the use of land development regulations and other incentives, in accordance with the Future Land Use Element.

Policy 2.4.1

The City shall, through administration of the LDC, encourage the redevelopment or rehabilitation of existing non-residential areas and uses.

GOAL 1:

Gulf Boulevard shall be a place that attracts people for living, employment and recreation. The City shall encourage the revitalization of Gulf Boulevard through commercial and temporary lodging redevelopment that will attract residents and visitors to the Gulf Boulevard core resort area as a recreation, entertainment, resort and shopping destination.

W.O. 5648

BOUNDARY SURVEY

SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION:

PARCEL A
A TRACT OF LAND LYING BETWEEN PARALLEL LINES 224.05 FEET APART AND LYING BETWEEN THE EAST LINE OF STATE HIGHWAY NO. 699 (FORMERLY STATE ROAD 1233) AND THE WATERS OF BOCA CIEGA BAY, THE SOUTHERLY BOUNDARY OF SAID TRACT BEING 1250 FEET AT RIGHT ANGLES NORTHERLY FROM AND PARALLEL TO THE NORTHERLY BOUNDARY OF BENNETT BEACH UNIT A, EXTENDED TO BOCA CIEGA BAY, AS RECORDED IN PLAT BOOK 16, PAGE 106, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND THE NORTHERLY LINE OF SAID TRACT BEING 524.92 FEET AT RIGHT ANGLES SOUTHERLY FROM AND PARALLEL TO THE SOUTH LINE OF TEXAS AVENUE IN ST. PETERSBURG BEACH SUBDIVISION FIRST ADDITION, AS RECORDED IN PLAT BOOK 20, PAGE 11, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THE SAME BEING A PART OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST

AND

PARCEL B
LOTS 1 AND 2, BLOCK 4, BRIGHTWATER BEACH ESTATES, AS RECORDED IN PLAT BOOK 27, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH THE 16 FOOT VACATED ALLEY LYING IN SAID BLOCK 4 AND ADJACENT TO SAID LOTS 1 AND 2.

METES AND BOUNDS DESCRIPTION OF: PARCELS A AND B
COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 4, FOR A POINT OF BEGINNING RUN N.22°54'18"W, 72.32 FEET; THENCE 255.83 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 5729.58 FEET, CHORD N.23°58'29"W, 255.81 FEET; THENCE N.57°14'46"E, 398.92 FEET; THENCE S.24°21'35"E, 226.48 FEET; THENCE S.57°14'46"W, 100.00 FEET; THENCE S.32°45'34"E, 100.00 FEET; THENCE S.57°14'46"W, 317.27 FEET TO THE POINT OF BEGINNING.,

SYMBOL LEGEND

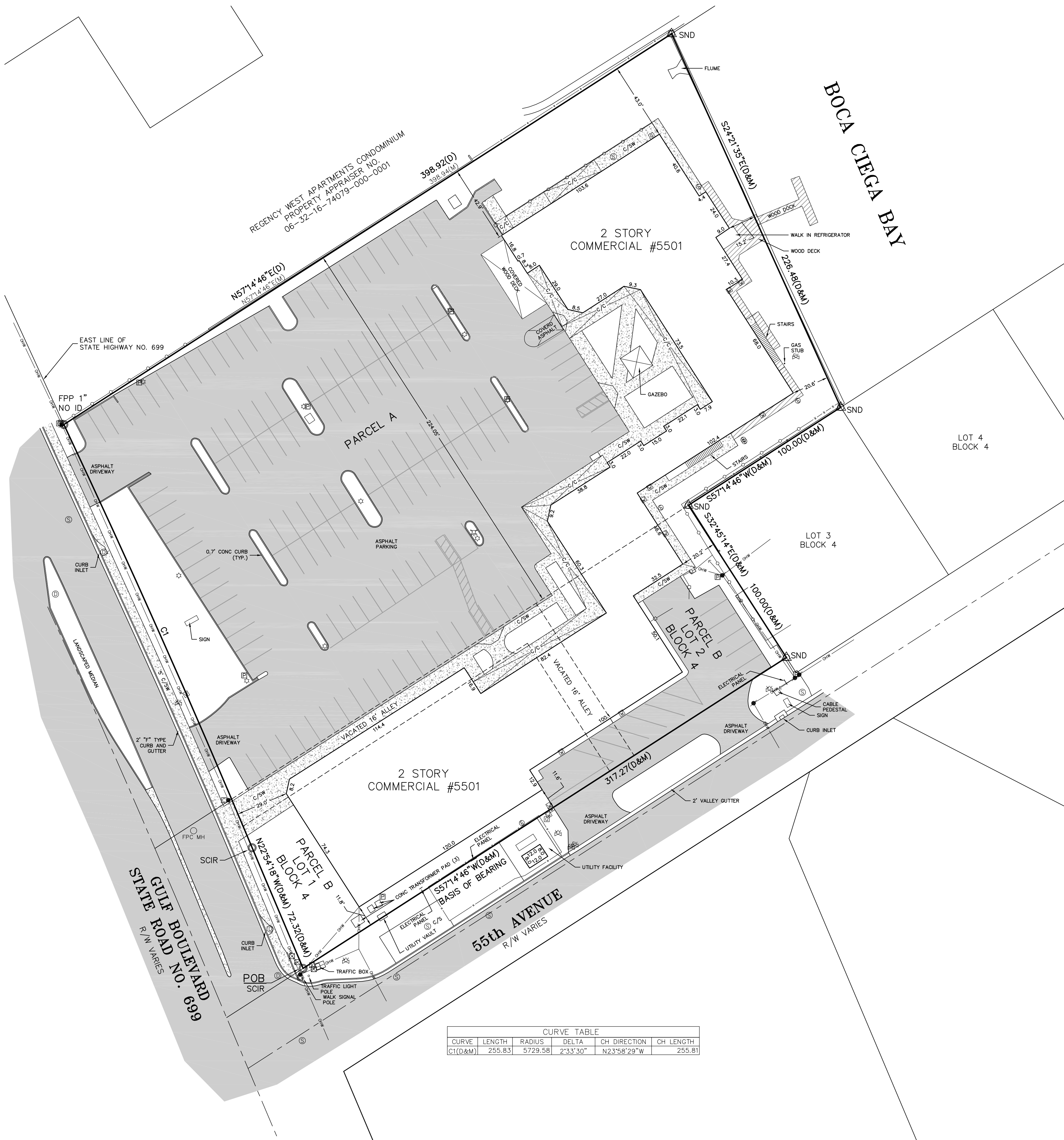
- Backflow Preventor
- Cable Box
- Centerline
- Cleanout
- Decorative Light
- Drainage Manhole
- Fire Hydrant
- Gas Meter
- Gas Valve
- Grease Trap
- Guy Anchor
- Handicap
- Lighthouse
- Mailbox
- Power Box
- Sanitary Manhole
- Sign
- Spot Elevation
- Telephone Box
- Traffic Signal Box
- Utility Pole
- Water Meter
- Water Valve
- Well

LEGEND

- (C) = Calculated Data
- (D) = Data per Description
- (F) = Field Determined
- (M) = Measured Data
- (P) = Data per Plat
- +/- = Plus or Minus
- AC = Air Conditioner
- BW/F = Barbwire Fence
- BFE = Base Flood Elevation
- BFP = Backflow Preventor
- CB = Chord Bearing
- CH = Chord
- C.A.B. = Condominium Plat Book
- C/C = Covered Concrete
- C/S = Concrete Slab
- C/SW = Concrete Sidewalk
- CL = Centerline
- CLF = Chainlink Fence
- COV = Covered
- CLP = Concrete Light Pole
- CMP = Corrugated Metal Pipe
- CONC. = Concrete
- Δ = Delta Angle
- D.B. = Deed Book
- DW = Driveway
- DMH = Drainage Manhole
- EP = Edge of Pavement
- EL = Elevation
- EDW = Edge of Water
- FCIR = Found Iron Rod & Cap
- FCM = Found Concrete Monument
- FFE = Finished Floor Elevation
- FIP = Found Iron Pipe
- FIR = Found Iron Rod No Cap
- FIN = Found Nail
- FND = Found Nail & Disk
- FPC MH = Florida Power Corporation Man Hole
- FPP = Found Pinched Pipe
- G.L. = Gate Lintel
- GV = Gate Valve
- HYD = Fire Hydrant
- I.E. = Invert Elevation
- LB = Corporate Certificate Number
- LP = Light Pole
- LFE = Lowest Floor Elevation
- M.O.L. = More or Less
- MES = Mitered End Section
- N&D = Nail & Disk
- NFNS = Not Found and Not Set
- OCS = Outfall Control Structure
- OH/W = Overhead Wire
- O.R. = Official Records Book
- P.B. = Plat Book
- PCP = Permanent Control Point
- PG(s) = Page(s)
- PLS = Professional Land Surveyor
- POB = Point of Beginning
- POC = Point of Commencement
- PRC = Point of Reverse Curvature
- PRM = Permanent Reference Monument
- R = Radius
- RGE = Range
- R/W = Right-of-way
- RCP = Reinforced Concrete Pipe
- SCM = Set Concrete Monument PLS #2865
- SCIR = Set Iron Rod & Cap 5/8" PLS #2865
- SMH = Sanitary Manhole
- SMN = Set Mag Nail
- SND = Set Nail & Disc PLS #2865
- TBM = Temporary Benchmark
- TOS = Top of Bank
- TOS = Toe of Slope
- TWP = Township
- UB = Utility Box
- UP = Utility Pole
- V/F = Vinyl Fence
- W/F = Wood Fence
- WM = Water Meter
- W.O. = Work Order
- WV = Water Valve

LINE LEGEND

- Boundary Lines
- Water Line
- Telephone Line
- Gas Line
- Sanitary Sewer Line
- Storm Sewer Line
- Top of Bank
- Toe of Slope
- Overhead Wire Lines
- Fence - Wire
- Fence - Chain Link
- Fence - Vinyl
- Fence - Wood



PROPERTY ADDRESS:

5501 GULF BOULEVARD
ST. PETE BEACH, FL

SURVEY NOTES:

- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO EASEMENTS, RIGHT-OF-WAY, AND OTHER MATTERS OF RECORD THAT A TITLE SEARCH MIGHT DISCLOSE.
- PLANIMETRIC FEATURES SHOWN HEREON WERE DETERMINED BY STANDARD FIELD SURVEYING METHODS.
- BEARING BASIS IS THE NORTHWESTERLY RIGHT-OF-WAY OF 55th AVENUE BEING S57°14'46"W PER DEED.
- ALL INSTRUMENTS SHOWN HEREON ARE OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, UNLESS OTHERWISE SPECIFIED.
- UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON SURFACE MARKINGS AND OR STRUCTURES. NO EXCAVATION WAS PERFORMED FOR THE LOCATION OF SUCH UTILITIES.
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS PARCEL APPEARS TO BE IN FLOOD ZONE "AE (EL 11)". ACCORDING TO THE FLOOD INSURANCE RATE MAP, MAP NUMBER: 12103C0276G, MAP EFFECTIVE DATE: SEPTEMBER 3, 2003. AS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- BLANKET EASEMENTS, COVENANTS, MORTGAGES, TAXES, RESTRICTIONS, CROSS EASEMENT AGREEMENTS LISTED ON A TITLE POLICY CAN BE CALLED OUT ...I.E. OR BOOK AND PAGE AND LABELED AS A NON PLOTTABLE ENTITY BUT DOES NOT APPLY TO THE SURVEY DRAWING

SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865
DATE: AUGUST 28, 2018

AN UNSIGNED SURVEY DRAWING IS FOR INFORMATIONAL PURPOSES ONLY

W.O. # 5648	FIELD DATE: AUGUST 16, 2018
DRAWN BY: E.J.	
CHECKED BY: D.J.E.	
SCALE: 1" = 30'	
FIELD BOOK / PAGE(S): 7-17/38-42	
SHEET 1 OF 1	

GEODATA SERVICES INC.
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727) 447-1763





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

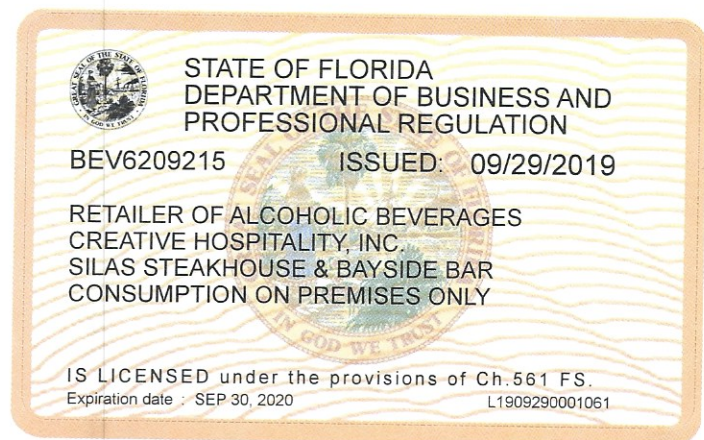
850.487.1395

CREATIVE HOSPITALITY, INC.
SILAS STEAKHOUSE & BAYSIDE BAR
5501 GULF BLVD
ST PETE BEACH FL 33706

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RON DESANTIS, GOVERNOR

HALSEY BESHEARS, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO

LICENSE NUMBER	SERIES	TYPE
BEV6209215	4COP	SFS

The RETAILER OF ALCOHOLIC BEVERAGES
Named below IS LICENSED

Under the provisions of Chapter 561 FS.

Expiration date: SEP 30, 2020

CONSUMPTION ON PREMISES ONLY

CREATIVE HOSPITALITY, INC.
SILAS STEAKHOUSE & BAYSIDE BAR
5501 GULF BOULEVARD #114
ST. PETE BEACH FL 33706



CANNOT MOVE FROM
THIS LOCATION

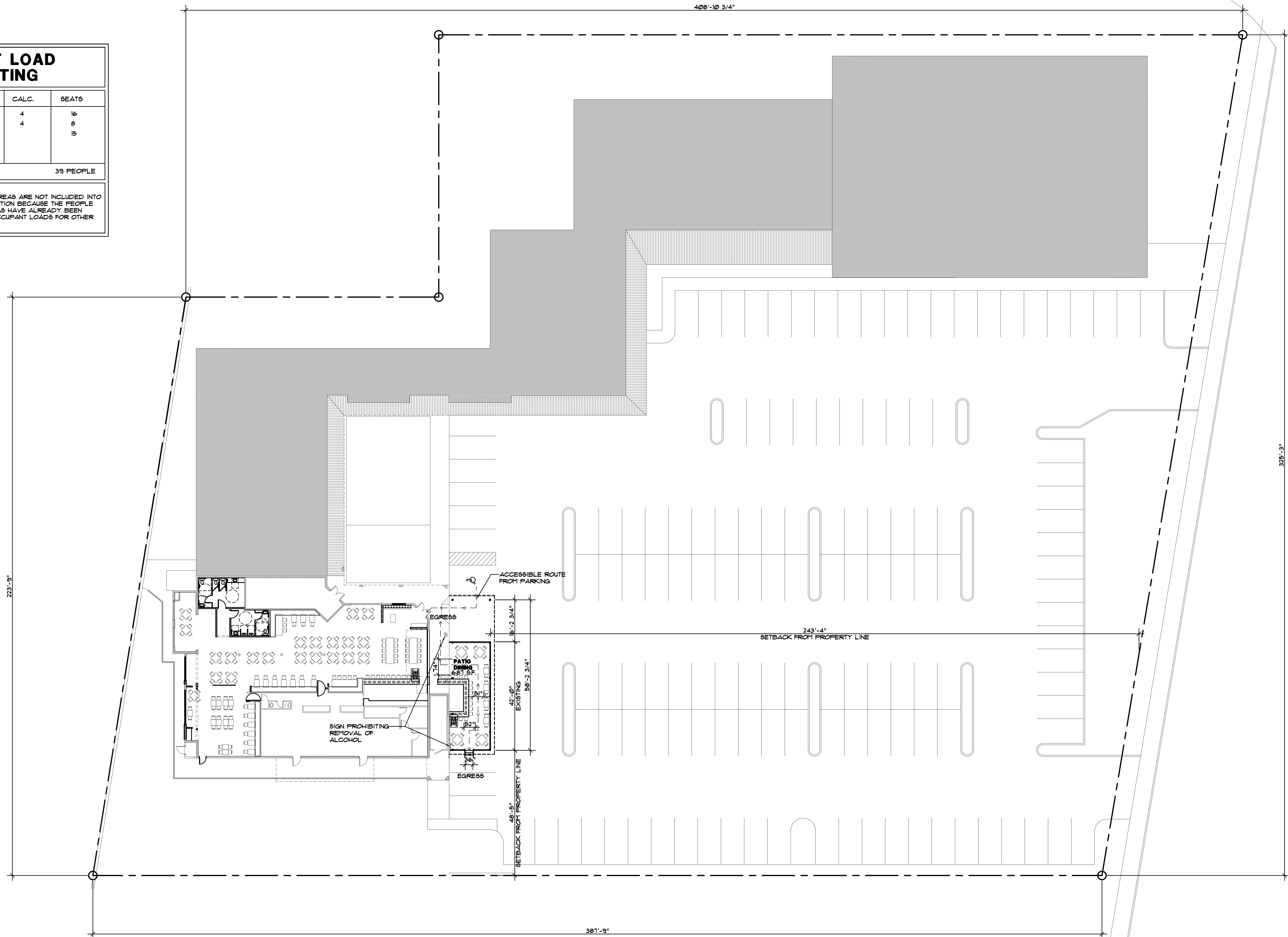


ISSUED: 09/29/2019

DISPLAY AS REQUIRED BY LAW

SEQ # L1909290001061

OCCUPANT LOAD DECK SEATING		
SPACE	CALC.	SEATS
4-TOP TABLES	4	16
2-TOP TABLES	4	8
BAR SEATING		15
TOTAL PATIO		39 PEOPLE
NOTE: RESTROOMS AND HALLS AREAS ARE NOT INCLUDED INTO OCCUPANT LOAD CALCULATION BECAUSE THE PEOPLE THAT WILL USE THESE AREAS HAVE ALREADY BEEN ACCOUNTED FOR IN THE OCCUPANT LOADS FOR OTHER AREAS OF THE BUILDING.		



EAST PROPERTY WIDTH- 223'-9"
 WEST PROPERTY WIDTH- 335'-3"
 NORTH PROPERTY WIDTH- 428'-10"
 SOUTH PROPERTY WIDTH- 381'-9"
 AVERAGE OF EAST AND WEST PROPERTY WIDTH- 274'-6"
 10% OF AVERAGE WIDTHS FOR REQUIRED SETBACK- 27'-5"
 AVERAGE OF NORTH AND SOUTH PROPERTY WIDTH- 398'-4"
 10% OF AVERAGE WIDTHS FOR REQUIRED SETBACK- 39'-10"

SITE PLAN

SCALE: 1"=20'-0"



ARCHITECT CERTIFIES, TO THE BEST OF HIS
 KNOWLEDGE, THAT ALL PLANS AND SPECIFICATIONS
 COMPLY WITH THE MINIMUM BUILDING CODES.

Life Safety Plan

Caddy's St. Pete Beach
Buildout
5501 Gulf Boulevard
St. Pete Beach, Florida

Life Safety Plan

Project No.	2018-110C
Date:	November 15, 2018
Revisions:	1-04-2019 1-18-2019 2-6-2019
REVISIONS	6-28-19



Is1.1

LIFE SAFETY LEGEND:

- EMERGENCY LIGHT, TYP
- COMBO EMERGENCY LIGHT / FIRE EXIT SIGN, TYP
- FIRE EXIT SIGN, TYP (HIGHLIGHTED DEPICTS DIRECTION)
- FIRE EXTINGUISHER BRACKET AND EXTINGUISHER
- TRAVEL DISTANCE TO EXIT
- EXISTING 2-HOUR INTERIOR FIRE WALL (UL 449 SEE SHEET A62)

OCCUPANT LOAD INTERIOR (BLDG)

SPACE	CALC.	PEOPLE
DINING MAIN UNCONCENTRATED	1,084 SF. / 15	12
DINING (CONCENTRATED) (BANQUETTE SEATING)	106'3" / 116"	11
BAR SEATING	31'5" / 116"	21
FRONT BAR, BARTENDER	256 / 100	3
BACK BAR, BARTENDER	283 / 100	3
HOSTESS	71 / 100	1
WAIT STATION	42 / 100	1
KITCHEN (INCLUDING PREP, DISHWASHING, SERVERS)	1,262 / 100	13
WAITING (BENCH SEATING)	6'-0" / 8' LIN FT.	4
WAITING (STANDING)	28 / 5	6
OFFICE/STORAGE	230 / 100	2

TOTAL INSIDE 151 PEOPLE

NOTE: RESTROOMS AND HALLS AREAS ARE NOT INCLUDED INTO OCCUPANT LOAD CALCULATION BECAUSE THE PEOPLE THAT WILL USE THESE AREAS HAVE ALREADY BEEN ACCOUNTED FOR IN THE OCCUPANT LOADS FOR OTHER AREAS OF THE BUILDING.

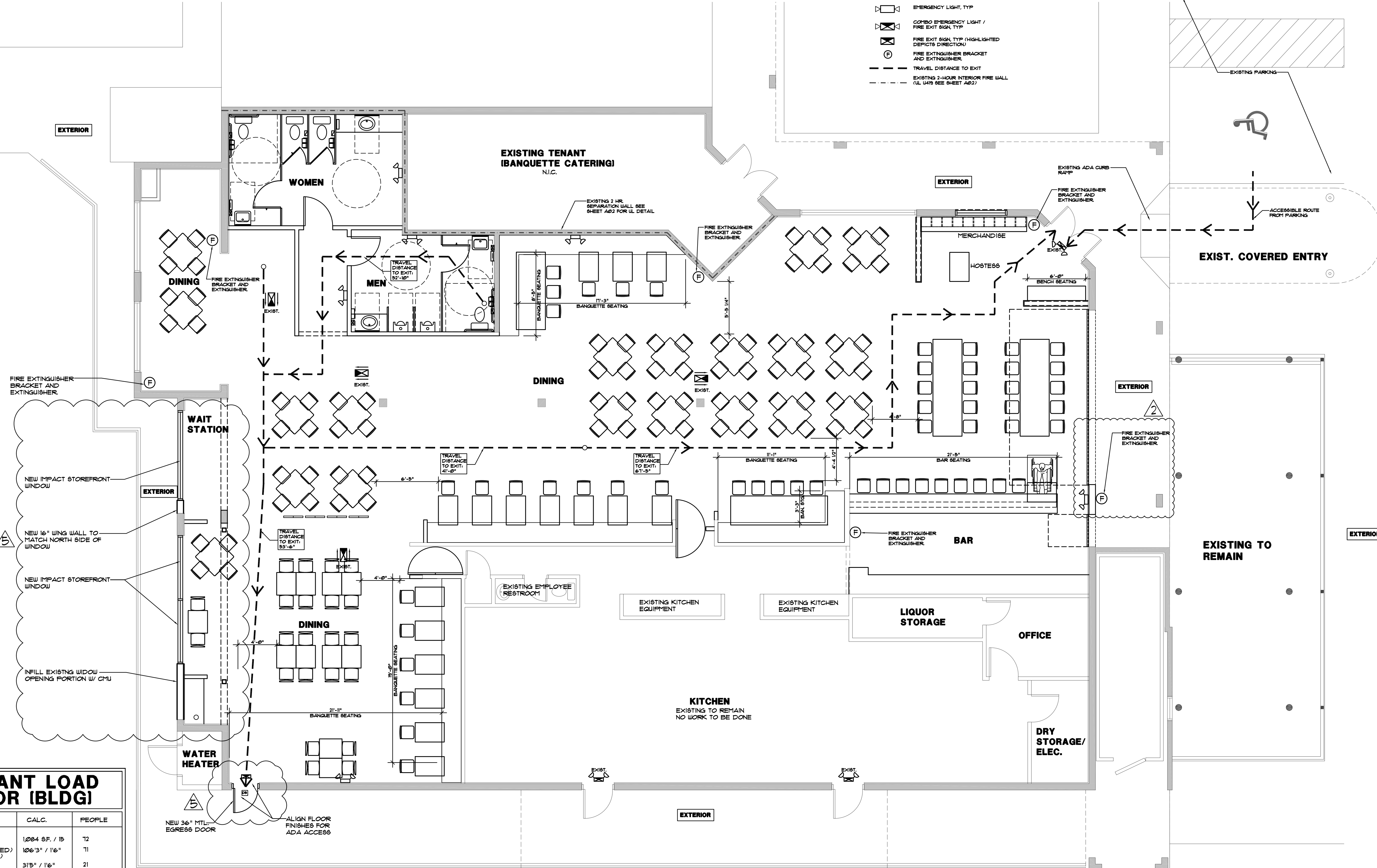
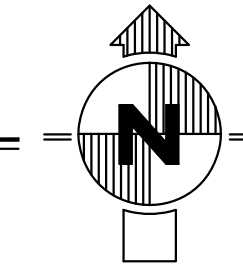
5% ADA SEATING REQUIRED - 10 WHEELCHAIR LOCATIONS REQUIRED

NOTE: RESTAURANT WILL BE REQUIRED TO PROVIDE DRINKING WATER IN A CONTAINER FREE OF CHARGE SINCE THERE WILL BE NO DRINKING FOUNTAINS PROVIDED.

NOTE: PER EXISTING FIXTURE COUNT IN PREVIOUS RESTAURANT ASSEMBLY, OCCUPANT LOAD IS RESTRICTED TO NO MORE THAN 116 PEOPLE.

LIFE SAFETY PLAN

SCALE: 3/16" = 1'-0"



PAGES
ACCT
CONSID.

REC
DS
INT
FEES
INDEXING
MTF
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19.20

This instrument prepared and RETURNED TO:
JAMES N. POWELL
200 Central Avenue, Suite 1210
St. Petersburg, Florida 33701

(Space above reserved for Clerk's Office)

WARRANTY DEED

THIS WARRANTY DEED is made this 28th day of October, 2018, between **JOHN T. McENERY, A MARRIED MAN**, hereinafter "Grantor," whose mailing address is 66 Martinique Avenue, Tampa, Florida 33606, and **BAYSIDE SHOPS, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, hereinafter "Grantee," whose mailing address is 66 Martinique Avenue, Tampa, Florida 33606.

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), paid to Grantor, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto the Grantee all that certain parcel of land lying and being in Pinellas County, Florida, more particularly described as follows:

PARCEL A

A tract of land lying between parallel lines 2224.05 feet apart and lying between the East line of State Highway No. 699 (formerly State Road #233) and the waters of Boca Ciega Bay, the Southerly boundary of said tract being 1250 feet at right angles Northerly from and parallel to the Northerly boundary of BENNETT BEACH UNIT A, extended to Boca Ciega Bay, as recorded in Plat Book 16, Page 106, Public Records of Pinellas County, Florida, and the Northerly line of said tract being 524.92 feet at right angles Southerly from and parallel to the South line of Texas Avenue in ST. PETERSBURG BEACH SUBDIVISION FIRST ADDITION, as recorded in Plat Book 20, Page 11, Public Records of Pinellas County, Florida, the same being a part of Section 6, Township 32 South, Range 16 East

AND

PARCEL B

Lots 1 and 2, Block 4, BRIGHTWATER BEACH ESTATES, as recorded in Plat Book 27, Page 36, Public Records of Pinellas County, Florida, together with the 16 foot vacated alley lying in said Block 4 and adjacent to said Lots 1 and 2.

METES AND BOUNDS DESCRIPTION OF: PARCELS A AND B

Commence at the Southwest corner of said Lot 1, Block 4, for a Point of Beginning run N.22°54'18"W., 72.32 feet; thence 255.83 feet along the arc of a curve to the left, radius 5729.58 feet, chord N.23°58'29"W., 255.81 feet; thence N.57°14'46"E., 398.92 feet; thence S.24°21'35"E., 226.48 feet; thence S.57°14'46"W., 100.00 feet; thence S.32°45'14"E., 100.00 feet; thence S.57°14'46"W., 317.27 feet to the Point of Beginning.

Containing 120,175 square feet or 2.8 acres, more or less.

Pinellas County, Florida

The real property conveyed by Grantor is not the constitutional homestead of Grantor.

Property Appraiser's Parcel Identification Number(s): 06-32-16-11412-004-0010

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining.

SUBJECT TO governmental regulations; matters on plat; ad valorem real property taxes for the year 2018 and all subsequent years; assessments, easements, conditions, restrictions and reservations of record; and zoning ordinances.

TO HAVE AND TO HOLD the same in fee simple forever.

And the Grantor does covenant with the Grantee that Grantor is lawfully seized of the premises; that it is free of all encumbrances, and that Grantor has good right and lawful authority to sell the same; and the Grantor does hereby fully warrant the title to land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Cherese Locali
(Witness 1 signature)
Legibly Print Name Here: CHERESE LOCALI

Gregory Streitman
(Witness 2 signature)
Legibly Print Name Here: Gregory Streitman

John T. McEnery
John T. McEnery

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 29 day of October, 2018, by **JOHN T. McENERY**, who ☐ is personally known to me, or ☒ produced a valid Florida driver's license or ☐ _____ as identification.

My Commission Expires:

Gregory Streitman
State of Florida

Gregory Streitman
Notary Public (SEAL)



My Commission Expires 11/03/2018
Commission No. FF 173716

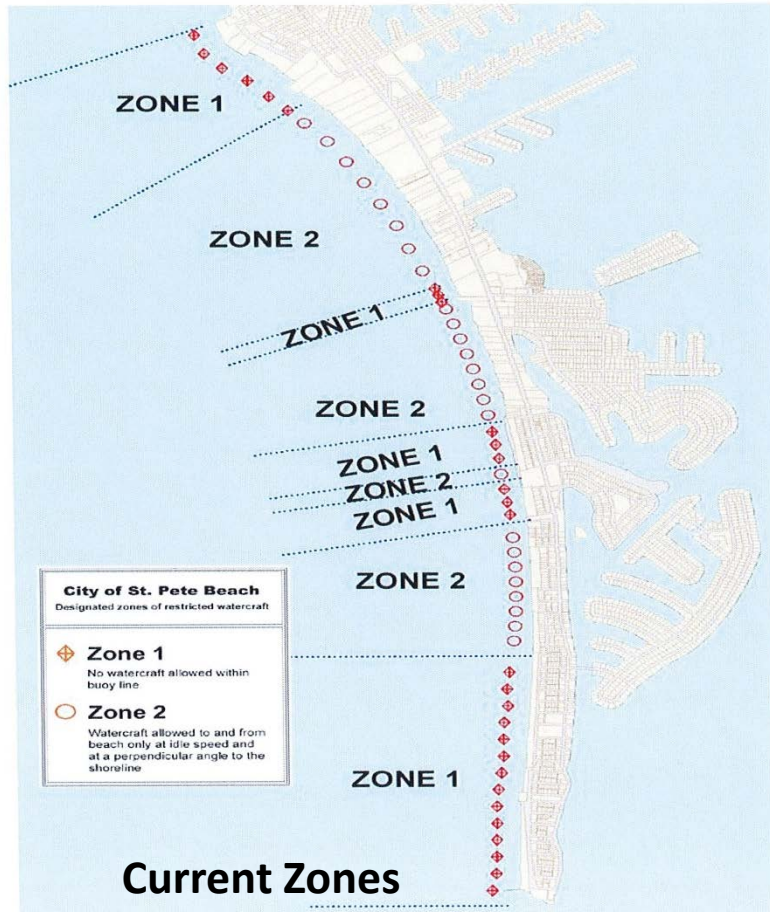
CITY MANAGER'S REPORT ON THE REGULATION OF CITY WATERWAYS AND UPDATE TO WATERWAY ORDINANCE

January 28th, 2020
City Commission Meeting

Items for Discussion

- Changes to Designated Zones for Restricted Watercraft Operation
- Missing Signage
- Erroneous Signage
- Update to City Waterway Ordinance

Changes to Designated Zones for Restricted Watercraft Operation



Update Waterway Ordinance Restricted Watercraft Operation Map to change locations for Zone 1 and Zone 2 designation.

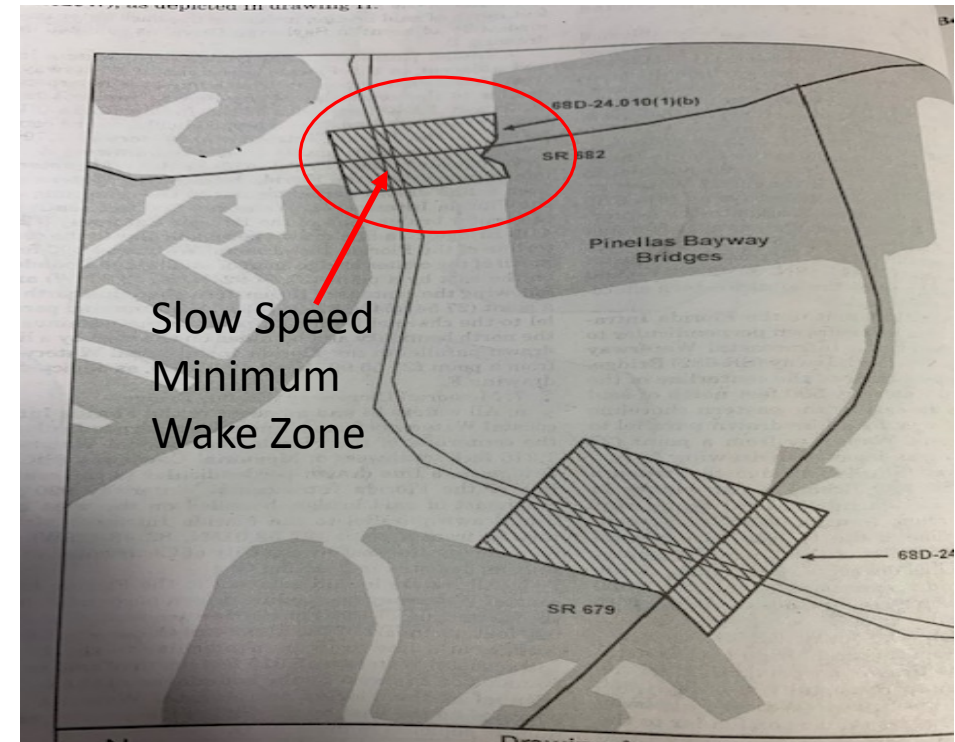
Zone 1 is designated as a protected area and reserved for swimmers only.

Zone 2 is intended primarily for swimming but motorized and non motorized commercial or recreational watercraft may enter this zone.

Missing Signage

Florida Administrative Code Zone Extends to Vina Del Mar

Per 68D-24.010 Pinellas County Boating Restricted Areas, Pinellas Bayway (SR679) (SR 682) Bridges are designated as a Slow Minimum Wake Zone as shown on the image to the right. This zone extends into the City limits at southwest corner of Vina Del Mar.



Southwest Corner of Vina Del Mar by Pinellas Byway Bridge



No Posted Signage to indicated Slow Minimum Wake Zone, as 68D-24.010 Pinellas County Boating Restricted Areas.

Mud Key Channel



Piling at the north entrance of Mud Key Channel is missing a sign.

A sign visible from shore advises Idle Speed however has no ordinance or permit number and is unenforceable.

Blind Pass Bridge



No signage in the vicinity of Blind Pass Bridge currently indicates a permanent slow speed zone extending under the bridge.

Blind Pass to Devil's Elbow



No sign posted indicates a slow speed zone from Blind Pass to Devil's Elbow.

Erroneous signage

McPherson Bayou



Sign indicates “Resume Normal Safe Operation” when headed east towards channel
Sign indicates “Slow Speed Minimum Wake” when headed west into Bayou

McPherson Bayou between The Yacht Club and The Wharf Restaurant

Southbound Signs- “Idle Speed”



Northbound Signs – “Slow Speed”
(Under the Bridge with Missing Sign to the West)



Northbound signs are contrary to southbound signs. Signs need to be consistent and not have one sign "Idle Speed, No Wake" and the other side of the sign "Slow Down, Minimum Wake", as these are two different regulatory signs related to waterways. It is recommended to make all signs indicate “Slow Down, Minimum Wake”.

Vina Del Mar Bridge (21st Ave)



Unenforceable sign posted on bridge southbound. This sign is not a regulated sign and should be taken down because it does not have an ordinance number attached to it.

It is recommended to add a new sign in the water near the bridge indicating “Slow Speed, Minimum Wake” to be consistent with other signs in the surrounding area.

Update to Waterway Ordinance

Amending Chapter 94 – “WATERWAYS” - City of St. Pete Beach Code of Ordinances

1. Florida Fish and Wildlife Conversation Commission (Waterway Management Unit) works with local governments to adopt ordinances that meet state laws and codes and to issue permits for posting watercraft-restricted areas.
2. The City’s 2011 ordinance and permit are outdated and not consistent with current statutes and codes.
3. Before the City can update its permit for zones 1 and 2 along the beach, the City must adopt a new ordinance. FWC will assist the City with the ordinance language to be compliant with applicable laws and codes.
4. The City Attorney has drafted a tentative ordinance and is coordinating with the City’s consultant (Woods Consulting) and FWC to bring the ordinance forward in a form acceptable to the state.
5. At the same time, Woods Consulting will be charged with preparing the City’s new permit application consistent with the new Ordinance (once adopted) and previously shown map for the new zones 1 and 2.
6. Each buoy demarcating zones 1 and 2 will have a specific latitude and longitude on the permit.
7. The applicable laws and codes are sections 327.60, 327.40, 327.41 and 327.46, F.S., and Florida Administrative Code (F.A.C.) Rule Chapters 68D-21 and 68D-23.