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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, August 11, 2020
6:00 PM

***** VIRTUAL MEETING *****

**PURSUANT TO FLORIDA GOVERNOR
EXECUTIVE ORDER 20-69
“LOCAL GOVERNMENT PUBLIC
MEETINGS”**

TO PARTICIPATE:

**Dial: US: +1 929-205-6099; use meeting ID: 863-1389-8978
OR USE ZOOM URL
<https://zoom.us/j/86313898978> ; meeting ID: 863-1389-8978**

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

- 1. Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
- 2. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation

of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.

**3. Audience Comments– THROUGH TELECONFERENCE,
ZOOM URL or EMAIL COMMENTS TO:
cityclerk@stpetebeach.org**

4. Consent

- a. Approve minutes from the following City Commission meetings: 7/20/2020, 7/28/2020.**

5. Action Items

- a. Request approval to utilize the Services Agreement with TLC Diversified, LLC, dated November 20, 2018, in the amount of \$266,552.98 for Lift Station 11 Rehabilitation.**
- b. Discussion with the City Commission regarding the repair or replacement of the 1st Avenue Fishing Pier.**

6. Ordinances

- a. Ordinance 2020-12: First Reading and Public Hearing of an Ordinance of St. Pete Beach, Florida amending the Land Development Code Division 6, Section 6.25, Mobile food establishment, to modify licensing and permitting requirements of mobile food establishments to ensure consistency with Florida Statutes.**
- b. Ordinance 2020-11: Final Reading and Public Hearing of an Ordinance of St. Pete Beach, Florida amending Division 18 – R/OS Recreation/Open Space District regarding the use of the 80th Avenue Street-End from Boca Ciega Drive to the Intercoastal Waterway.**

7. Resolutions

- a. Resolution 2020-35: approving a quit-claim deeds and restrictions for the properties located at 7981 and 8001 Boca Ciega Drive regarding the use of the 80th Avenue Street-End from Boca Ciega Drive to the Intracoastal Waterway.**
- b. Resolution 2020-34: A Resolution of the City Commission of the City of St. Pete Beach, Florida, Authorizing and Confirming the Declaration Proclaiming a State of Local Emergency.**

8. Items for Discussion

a. Recognition of Ted & Althea Stambaugh

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

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 virtual meeting.
All agenda material is available for review at www.stpetebeach.org.**

CITY COMMISSION MEETING – BUDGET WORKSHOP

MINUTES

JULY 20 , 2020

10:00 A.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 10:00 a.m.

PLEDGE OF ALLEGIANCE

PRESENT:

Al Johnson, Mayor
Doug Izzo, Vice Mayor
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ABSENT:

Chris Graus, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Rebecca C. Haynes, City Clerk
Vince Tenaglia, Assistant City Manager
Mike Clarke, Public Works Director
Michelle Gonzalez, Transportation & Parking Director
Betcinda Kettells, Library Director
Jim Kilpatrick, Fire Chief
Jennifer McMahon, Parks & Recreation Director
Wesley Wright, Community Development Director

1. Review Fiscal Year 2021 Proposed Budget

City Manager Rey and Assistant City Manager Tenaglia provided an overview of the budget, COVID-19 related updates, the Capital Improvement Program and individual department items.

The millage rate and budget adoption process timeline were presented, along with FY 2020 revenue updates, millage rate options, general fund revenues and expenditures,

building fund, fleet fund, capital fund, wastewater fund, reclaimed water fund, stormwater fund, enterprise funds and grant funding.

The proposed millage rate and public hearing schedule will be presented in resolution form for approval at the July 28, 2020 City Commission meeting. It was recommended that the millage rate remain at 3.15, the first budget hearing be scheduled on 9/9/2020 and the final budget hearing be scheduled on 9/22/2020.

The total General Fund Expenditures for FY 2021 are estimated at \$22,960,875.00 and total General Fund Revenues for FY 2021 are estimated at \$22,968,558.00.

The City Clerk requested a line item increase for elections to reflect a recent upcharge from the Pinellas County Supervisor of Elections Office regarding new postage rates for mail-in ballots.

2. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 12:15 p.m.

Attest:

Ginny Keeter-Bodkin, Acting City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING - VIRTUAL

MINUTES

JULY 28 , 2020

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

PRESENT:

Al Johnson, Mayor
Doug Izzo, Vice Mayor
Chris Graus, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Vince Tenaglia, Assistant City Manager
Mike Clarke, Public Works Director
Michelle Gonzalez, Transportation & Parking Director
Sarah Laracuente, Public Information Officer
Jennifer McMahon, Parks & Recreation Director
Brett Warner, City Engineer/Assistant Public Works Director

1. Presentations

- a. Proclamation - Boards and Committees Appreciation Day 2020

Mayor Johnson read the proclamation expressing the City's appreciation to the community members who volunteer their time and expertise to serve on the advisory boards and committees.

- b. Proclamation - Rebecca Haynes Day

Mayor Johnson read the proclamation expressing the City Commission's appreciation to the City Clerk in honor of her retirement on July 31, 2020.

2. Changes to the Agenda

Mayor Johnson requested Item 5(c) be continued to August 4, 2020.

City Manager Rey reviewed the changes made to the proposed contracts for Item 5(a).

3. Audience Comments

Lydia Castle, South DeBazan Avenue, commented on flood abatement and the installation of valves in the spillway.

4. Consent

- a. Request approval of minutes from the following City Commission meetings: 06/30/2020, 7/7/2020, 7/14/2020 workshop and regular, and 7/21/2020.
- b. Request approval of the cost estimate from Rowland, Inc., under the existing On-Call Civil & Large Pipeline Contractor Services Agreement, for the purchase and installation of tidal check valves in the Don CeSar Place Neighborhood, in the amount of \$39,572.00.
- c. Request approval of the Services Agreement with Bridge Masters Construction, LLC, in the amount of \$248,495.00 for 2020 Bridge Repairs.

Commissioner Pletcher moved to approve the Consent Items 4(a), (b), and (c) as presented. The motion was seconded by Commissioner Izzo and unanimously approved by a roll call vote.

Commissioner Friszolowski requested approval of a plaque dedicating the Boca Ciega Isle Bridge to Charles F. Jahnig (the original plaque, installed in 1962, was misplaced) as part of the motion.

Commissioner Pletcher amended the motion to include a plaque dedicating the bridge to Charles F. Jahnig. The motion was seconded by Commissioner Izzo and unanimously approved by a roll call vote.

5. Action Items

- a. Request approval of the unit rate Services Agreement with D&J Enterprises, Inc. for Disaster Debris Collection and Removal associated with federally declared disaster events.

The proposed contract will allow the City to remove debris generated by a federally declared disaster event and then request reimbursement from the Federal Emergency Management Agency (FEMA). The contract will remain in effect for a period of three

years from execution and is renewable for an additional three years at the end of the initial term.

Vice Mayor Izzo moved to approve Item 5(a), to approve the unit rate services agreement with D&J Enterprises, Inc., for disaster debris collection and removal associated with federally declared disaster events. The motion was seconded by Commissioner Graus and unanimously approved by a roll call vote.

- b. Request appointment of Acting City Clerk from August 1, 2020 to August 17, 2020.

With the retirement of City Clerk Rebecca Haynes on 7/31/2020, it is requested to appoint Ginny Bodkin, Deputy City Clerk, as the Acting City Clerk until the incoming person is on board.

Vice Mayor Izzo moved to approve the appointment of Ginny Bodkin as Acting City Clerk from August 1, 2020 to August 17, 2020 and compensate her for additional responsibilities with a 20% bonus. The motion was seconded by Commissioner Pletcher and unanimously approved by a roll call vote.

- c. Request approval of the City Clerk employment contract.

Item 5(c) was continued to 8/4/2020.

6. Ordinances

- a. Ordinance 2020-09: Final Reading and Public Hearing of an Ordinance of St. Pete Beach, Florida providing for repeal of Sections 2-281 through 2-286 of the St. Pete Beach Code of Ordinances; providing purpose and intent, updating and clarifying the definitions, establishing the authority and duties of the procurement manager, clarifying the authority to award, updating the procurement methodology and emergency procurements, providing for a green business certified preference, changing contract administration, prescribing procurement protests, establishing a vendor suspension and debarment process and providing for an effective date.

Commissioner Friszolowski requested regular updates on the green initiative effect on the bidding process.

Hearing no audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Graus moved to approve Item 6(a), Ordinance 2020-09, upon final reading, an ordinance of the City of St. Pete Beach, Florida providing for repeal of Sections 2-281 through 2-286 of the St. Pete Beach Code of Ordinances; providing purpose and intent, updating and clarifying the

definitions, establishing the authority and duties of the procurement manager, clarifying the authority to award, updating the procurement methodology and emergency procurements, providing for a green business certified preference, changing contract administration, prescribing procurement protests, establishing a vendor suspension and debarment process and providing for an effective date. The motion was seconded by Vice Mayor Izzo and approved by a roll call vote of 4-1 with Commissioner Pletcher voting “no”.

- b. Ordinance 2020-10: Final Reading and Public Hearing of the City of St. Pete Beach, Florida amending Chapter 82- Traffic and Vehicles, Article II – Specific Street Regulations, Division 3- Weight Limits of the City of St. Pete Beach Code of Ordinance Sections 82-95, 82-96, 82-98, 82-99, 82-100 and 82-101, Changing the Gross Weight and the Utilization and Regulation of Truck and Bus Routes.

Hearing no audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Friszolowski moved to approve Item 6(b), Ordinance 2020-10, upon final reading, an ordinance of the City of St. Pete Beach, Florida, amending Chapter 82 – Traffic and Vehicles, Article II – Specific Street Regulations, Division 3 – Weight Limits, of the City of St. Pete Beach Code of Ordinances, Section 82-95, 82-96, 82-98, 82-99, 82-100 and 82-101, changing the gross weight and the utilization and regulation of truck and bus routes; providing for conflicts, severability, construction, publication and an effective date. The motion was seconded by Commissioner Pletcher and unanimously approved by a roll call vote.

7. Resolutions

- a. Resolution 2020-30: Authorization to dispose surplus City-owned assets

All surplus assets have been fully depreciated with no remaining book value.

Vice Mayor Izzo moved to approve Item 7(a), Resolution 2020-30, a resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing the disposal of surplus City-owned assets; and providing for an effective date. The motion was seconded by Commissioner Graus and unanimously approved by a roll call vote.

- b. Resolution 2020-28: Establishing the fiscal year 2021 proposed millage rate and scheduling public hearings for budget adoption

The proposed budget was developed based on the current millage rate of 3.15 mills which will generate \$547,424 in new revenue due to an increase of 5.53% in property values.

It was the consensus of the Commission, based upon legal advertising restrictions, to hold the first public hearing at 6:00 p.m. on 9/9/2020 and the final public hearing at 6:00 p.m. on 9/28/2020.

Vice Mayor Izzo moved to amend Resolution 2020-28 to hold budget hearings on September 9, 2020 and September 28, 2020. The motion was seconded by Commissioner Friszolowski and unanimously approved by a roll call vote.

Commissioner Friszolowski moved to approve Resolution 2020-28, a resolution of the City Commission of the City of St. Pete Beach, Florida, establishing the Fiscal Year 2021 proposed millage rate at 3.15; scheduling public hearing dates for budget adoption; authorizing the City Manager to determine the public hearing venue; and providing for an effective date. The motion was seconded by Vice Mayor Izzo and unanimously approved by a roll call vote.

- c. Resolution 2020-31: Confirming Declaration Proclaiming a State of Local Emergency

Mayor Johnson requested any future declaration be updated to reflect the current Phase II of reopening.

Commissioner Graus moved to approve Item 7(c), Resolution 2020-31, a resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing and confirming the declaration proclaiming a State of Local Emergency in order to protect the health, safety, and welfare of the community and property, both public and private, from the hazards of the Novel Coronavirus Disease 2019 (COVID-19). The motion was seconded by Commissioner Friszolowski and unanimously approved by a roll call vote.

8. Items for Discussion

- a. Discussion with the City Commission for project direction to select a preferred style of City entrance signage.

Subsequent to discussion, the City Commission preferred the sign styles on page 197 of the agenda packet. The signs will be located on the north side of the City and at the wall/entrance feature with the Don CeSar Hotel.

- b. Update by the City Attorney regarding the status of Blocks M & N.

City Attorney Andrew Dickman updated the Commission on the status of Blocks M & N.

The following individual spoke regarding the item:

- Joseph Melendi

- Betty Rzewnicki
- Jeff (last name unknown) via email

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

City Clerk Haynes conveyed her sincere appreciation to the Commissioners (past and present), City Staff and community members allowing her to serve as City Clerk for the past 9+ years.

City Manager Rey had no report.

City Attorney Dickman expressed his firm's well wishes to the City Clerk.

Vice Mayor Izzo reported he was looking forward to Friday.

Commissioner Pletcher expressed her appreciation to the City Clerk with well wishes.

Commissioner Friszolowski:

- Thanked the City Clerk for her service and called for her to show up for work on Friday
- Requested a formal presentation to honor the Stambaugh Family

Commissioner Graus held up his end of the secret about Friday.

Mayor Johnson thanked the City Clerk for her service.

10. Adjournment

There being no further business to come before the Commission, City Clerk Rebecca Haynes adjourned the meeting at 7:55 p.m.

Attest:

Ginny Keeter-Bodkin, Acting City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

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

Issue Considered: Request approval to utilize the Services Agreement with TLC Diversified, LLC, dated November 20, 2018, in the amount of \$266,552.98 for Lift Station 11 Rehabilitation.

Date: August 11, 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 11, using funding from the Lift Station R&R budget.

This approval includes a 15% contingency in addition to the estimated \$231,785.20 project cost.

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

Requested Motion: "I move to approve the utilization of the Services Agreement with TLC Diversified, LLC, dated November 20, 2018, in the amount of \$266,552.98 for Lift Station 11 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.

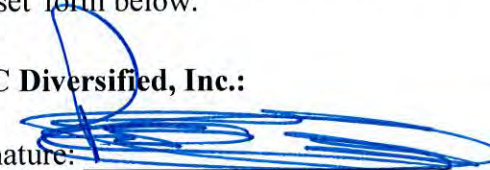
20. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

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.:

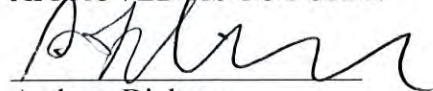
Signature: 

By: THURSTON LAMBERSON

Its: PRESIDENT

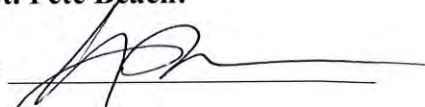
Date: 11/20/2018

APPROVED AS TO FORM:



Andrew Dickman
City Attorney

City of St. Pete Beach:

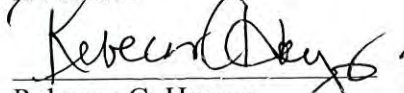
Signature: 

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. Loay

Deputy Clerk

TLC Diversified, Inc.

Name of Firm

By:

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:

Bryce A.

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					

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-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

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-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	UnitPrice	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
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

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

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-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

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-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

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-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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 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

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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 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
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					

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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
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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

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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

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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

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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 11

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
	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	1	EA	\$2,200.00	\$ 2,200.00	
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	1	EA	\$1,300.00	\$ 1,300.00	
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	60	DAYS	\$850.00	\$ 51,000.00	
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	\$ -	
PS-6H	By-Pass Pumping Operation with 2 pumps 47.1 HP to 88 HP		DAYS	\$1,100.00	\$ -	

Project No.: 000964A

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

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

Location: LS 11

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
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	1	EA	\$1,450.00	\$ 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		EA	\$900.00	\$ -	
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		LF	\$25.00	\$ -	
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 11

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
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	28	LF	\$125.00	\$ 3,500.00	
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	222	LBS	\$10.00	\$ 2,220.00	
PS-16	Furnish and Install Stainless Steel Fittings and Restraints	86	LBS	\$16.00	\$ 1,376.00	
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)	45	SF	\$138.00	\$ 6,210.00	90" 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'		EA	\$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)		SF	\$190.00	\$ -	
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 11

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
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		SF	\$69.00	\$ -	
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)	550	SF	\$23.00	\$ 12,650.00	wet well coatings
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		SF	\$20.00	\$ -	
PS-40	Furnish and Install Permanent Sheeting		SF	\$35.00	\$ -	
	Pavement Base & Base Restoration					
PS-41	Pavement Base & Base Restoration 6" Crushed Concrete	16.4	SY	\$15.00	\$ 246.00	Reclaim connection 14" of road base
	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	34	SY	\$45.00	\$ 1,530.00	Site restoration area around PS
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	17	SY	\$285.00	\$ 4,845.00	control pan slab
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	10	LF	\$26.00	\$ 260.00	
PS-51	Grass Restoration by Seeding		SY	\$3.00	\$ -	
PS-52	Grass Restoration by Sodding	50	SY	\$7.00	\$ 350.00	
PS-53	Special Refill Materials - Crushed Stone	5	CY	\$38.00	\$ 190.00	
PS-54	Special Backfill Materials - Sand		CY	\$30.00	\$ -	
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
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	\$ -	

Project No.: 000964A

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

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

Location: LS 11

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
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	\$ -	
PS-56U	Furnish and Install Control Panel 460 Volts/3 Phase 60.0 HP Panel - VFD/cross line bypass option		EA	\$103,000.00	\$ -	

Project No.: 000964A

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

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

Location: LS 11

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
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	\$ -	
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	\$ -	

Project No.: 000964A

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

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

Location: LS 11

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
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	58	LF	\$37.00	\$ 2,146.00	
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	2" for valve vault drain
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	120	CF	\$30.00	\$ 3,600.00	
PS-83	Ballast Concrete		CY	\$120.00	\$ -	
999-0000	Unspecified Work	14000	UNIT	\$ 1.00	\$ 14,000.00	Odor control on vent \$600, three set for 4" pipe & two sets for 2" pipe link seals \$300, two pressure gauges \$500, as-built drawings \$3,500, 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 hatch for wet well lid, Link Seals, remove existing 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	16	HR	\$51.00	\$ 816.00	Road excavation
PS-93	Labor Rates Crane Truck Operator		HR	\$51.00	\$ -	
PS-94	Labor Rates Dump Truck Driver	24	HR	\$51.00	\$ 1,224.00	
	Equipment Rental					
PS-95	Equipment Rental Backhoe (1.0 Cubic Yard Bucket)	5	DAY	\$400.00	\$ 2,000.00	Road excavation & restoration
PS-96	Equipment Rental Dump Truck (5 Cubic Yards)	3	DAY	\$350.00	\$ 1,050.00	Demo & road excavation
PS-97	Equipment Rental Trencher (40 HP)		DAY	\$300.00	\$ -	
PS-98	Equipment Rental Generator (10 KW)		DAY	\$200.00	\$ -	

Project No.: 000964A

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

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

Location: LS 11

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
PS-99	Equipment Rental Equipment Truck (1 Ton FB)		DAY	\$125.00	\$ -	
PS-100	Equipment Rental Trash Pump - 3"	7	DAY	\$45.00	\$ 315.00	Dewater excavation
PS-101	Equipment Rental Diesel Pump - 6"		DAY	\$125.00	\$ -	
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)	2	DAY	\$500.00	\$ 1,000.00	Remove pumps and install new wet well pumps
TOTAL PROJECT ESTIMATE				\$ 231,785.20		

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

Issue Considered: Discussion with the City Commission regarding the repair or replacement of the 1st Avenue Fishing Pier.

Date: August 11, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: In June of 2019, the City issued a Task Order to Cardno to perform an inspection of the Fishing Pier at the western end of 1st Avenue. This inspection deemed that the pier was in critical condition and the pier was immediately closed to the public. A subsequent Task Order was issued to Cardno to evaluate alternatives for repair or replacement of the fishing pier. The resulting alternatives are presented in the attached report.

This discussion and the resulting alternative selection will be utilized as a foundation for the design of the selected alternative. City staff will coordinate with Cardno to proceed through the design process under a separate design Task Order.

Requested Motion: N/A

Attachment: 1st Avenue Fishing Pier Alternatives Analysis

**Reviewed by the
City Manager:** 

Pass-A-Grille Beach 1st Avenue Fishing Pier Alternatives Analysis

City of St. Pete Beach, FL

PO No. 20-00907



Prepared for
City of St. Pete Beach, FL



June 11, 2020



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

Cert. of Authorization No. 29915

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Appendices

Appendix A	Cost Estimate Breakdown
Appendix B	Environmental Due Diligence

1 Introduction

1.1 Purpose

An inspection of the 1st Avenue Fishing Pier on Pass-a-Grille Beach was performed in June of 2019. The inspection deemed that the pier was in critical condition and was no longer safe for use. The City of St. Pete Beach ("CITY") wishes to evaluate alternatives for repair or replacement of the fishing pier. The purpose of the task is to provide an analysis of viable alternatives to address the structural issues with the existing pier.



Figure 1-1 1st Avenue Fishing Pier

1.2 Scope of Work

The scope of work for this project includes an assessment of five viable alternatives for the repair or replacement of the fishing pier along with cost estimates, an aquatic habitat assessment and permit requirements.

1.3 Abbreviations

The following abbreviations are used throughout this report.

ADA	American Disabilities Act
BIPP	Beaches, Inlets, and Ports Program
BO	Biological Opinion
CCCL	Coastal Construction Control Line
EFH	Essential Fish Habitat
ERP	Environmental Resource Permit
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FWC	Florida Fish and Wildlife Conservation Commission

JAXBO	Final Programmatic Biological Opinion
NMFS	National Marine Fisheries Service
NOAA	National Oceanic and Atmospheric Administration
PCWN	Pinellas County Water and Navigation
SPGP	State Programmatic General Permit
USACE	U.S. Army Corps of Engineers
USCG	U.S. Coast Guard
USFWS	U.S. Fish and Wildlife Service

1.4 Project Location and Pier Description

The Pass-A-Grille Beach Fishing Pier is located adjacent to 1st Avenue in the City of St. Pete Beach, FL. The Pier is situated on the Jetty at the northern side of the Pass-A-Grille Channel.

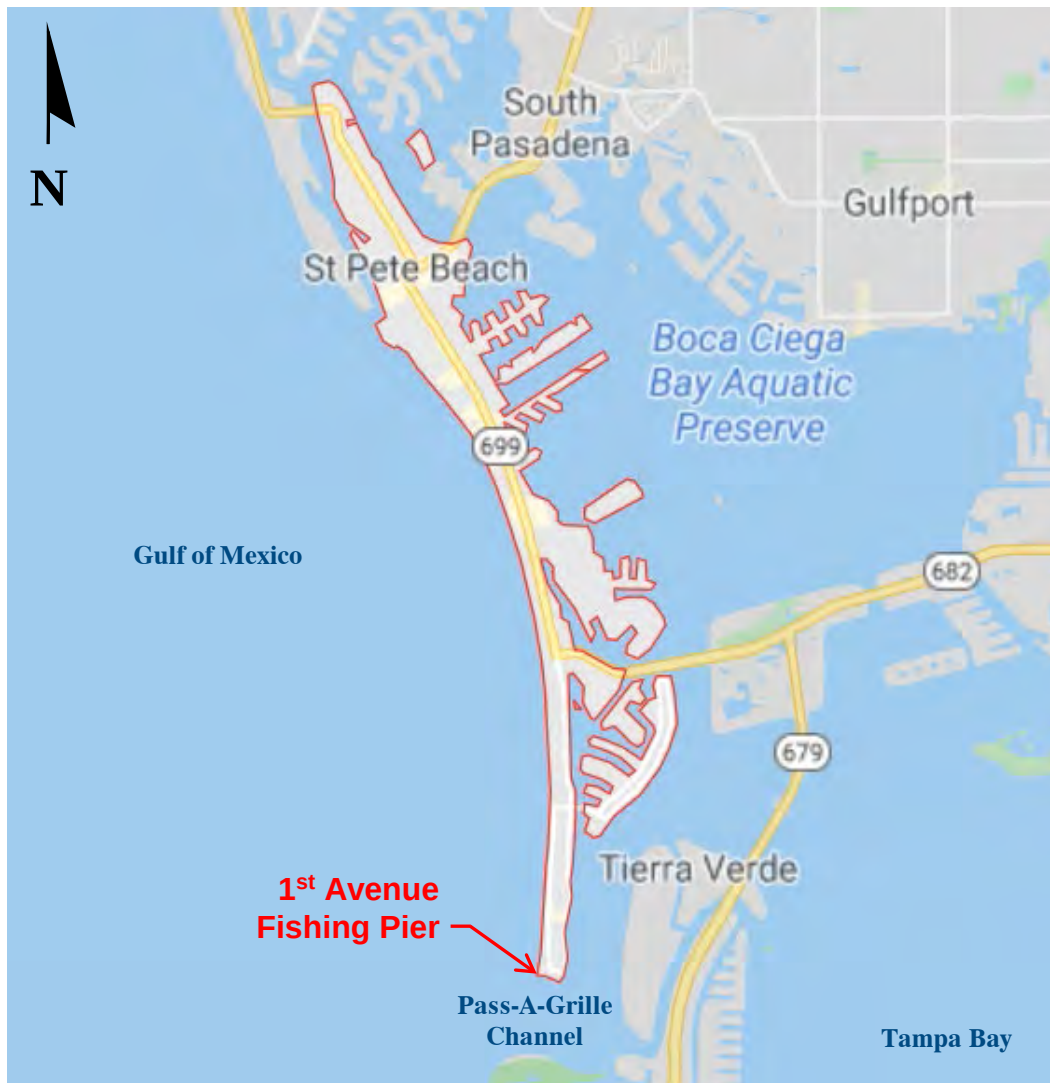


Figure 1-2 Location Plan



Figure 1-3 Aerial View

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 approximately 41-ft with a width of approximately 23-ft. The pier is generally oriented in an east-west direction.

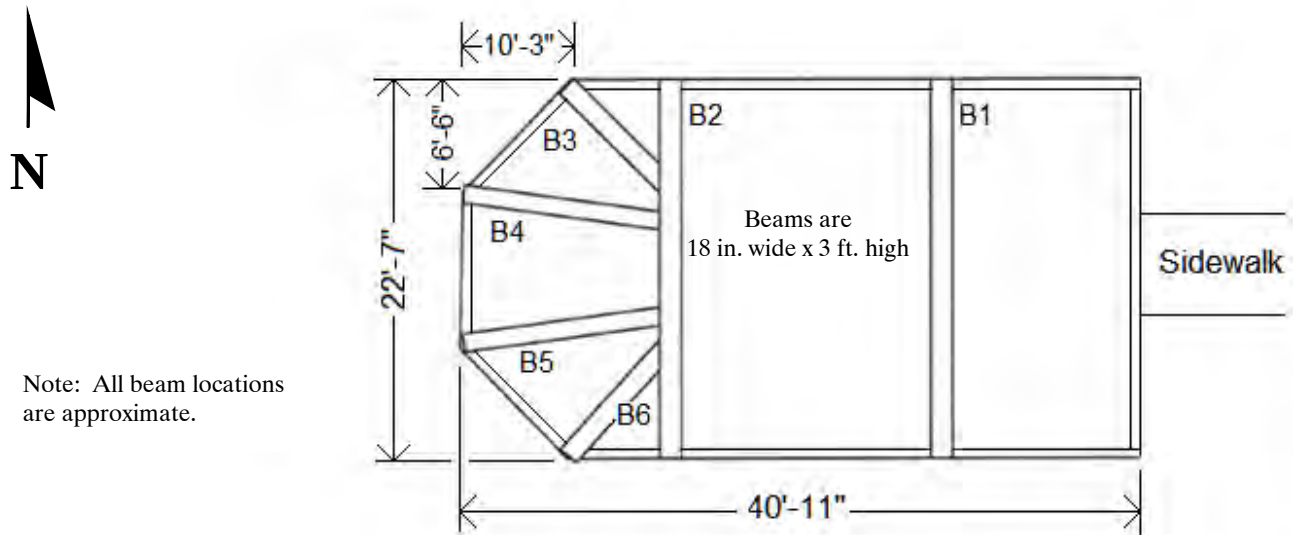


Figure 1-4 Existing Framing Plan

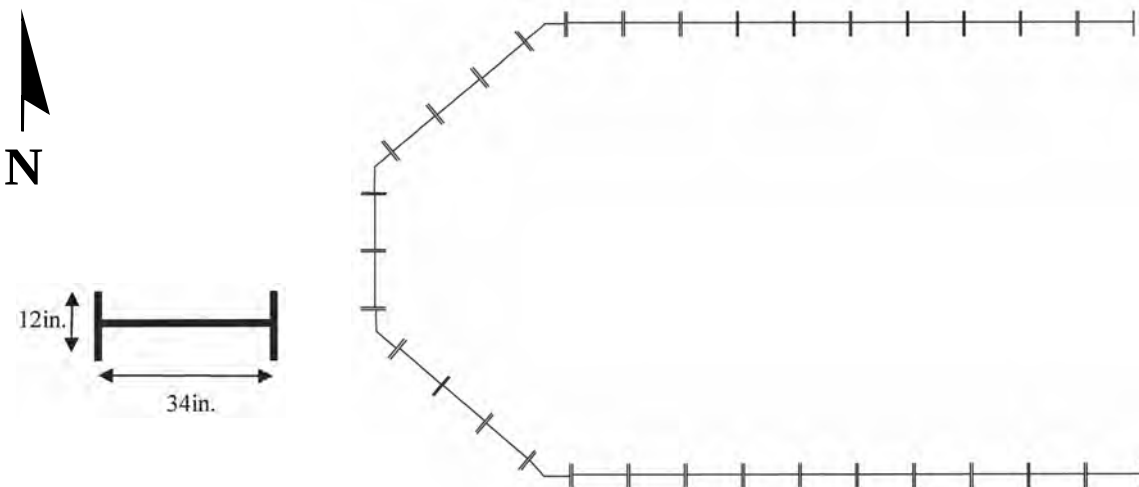


Figure 1-5 Existing Pile Layout

The original structure built in 1962 is supported by two main transverse concrete beams 36 inches high by 18 inches wide and four smaller beams fanning out to the end 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. Corner piles have 45 degree angle bends in the web. There are no piles along the east side of the pier.

1.5 Aquatic Habitat Assessment

Surveys of the coastal environments indicated the presence of coastal dune vegetation, which is protected and regulated by the State of Florida. Any impacts to the coastal dune habitat, including utilization of the pathways for the movement of construction equipment, will require permitting through the Beaches, Inlets, and Ports Program (BIPP) or the Coastal Construction Control Line (CCCL) program, in addition to any other environmental resource permitting through the state. If the beach/dune vegetation is impacted or removed as a result of project construction activities, restoration and revegetation with native beach/dune vegetation will be required. While no state or federal

listed wildlife species were observed within the coastal scrub and fine sand beach areas, the Project Area provides habitat and utilization for some listed wildlife species. The tidal flats of the sand beaches and dune vegetation provide nesting and forage habitat for a variety of coastal bird species, as well as potential nesting habitat for sea turtles. In addition to state and federal permitting and consultation, any construction, including staging and movement of construction equipment, may require timing restraints and protected species monitoring requirements. The Pass-a-Grille Beach is designated as a low nesting density beach, however, listed sea turtles have the potential to utilize the Project Area. Daily nesting surveys will be necessary during the primary nesting season (May 1 to October 31) as well as nesting monitoring during early and late nesting seasons (March 1 to April 30 and November 1 to November 30). If nests are reported in the area of construction, the nest must be marked and avoided with a 10 foot buffer. Since construction from the water is anticipated, it is recommended that construction activities comply with the NOAA Fisheries Sea Turtle and Smalltooth Sawfish Construction Conditions (2006) and USFWS Standard Manatee Conditions for In-Water Work (2011), as the West Indian Manatee is found throughout Florida.

In the aquatic environment, no seagrasses, hardbottom, or corals and no listed species were observed in the vicinity of the existing jetty and pier structure. The riprap and rubble area provides substrate for the attachment of benthic organisms, provides habitat within the relief between riprap piles and will likely be considered EFH according to NOAA. Benthic fauna observed includes short spined sea urchin (*Lyechnus variegatus*), red rock sponge (*Xytopsene sigmatum*), red boring sponge (*Cliona celata*), bay scallop (shells only) (*Argopecten irradians*), and purple striped barnacle (*Balanus amphitrite nivens*). Fish species occupying the riprap include common snook (*Centropomus undecimalis*), sheepshead (*Archosargus probatocephalus*), and white grunt (*Haemulon plumieri*).

A full environmental due diligence report is provided in Appendix B.

2 Alternatives

Five alternative were evaluated for the repair or replacement of the existing structure. They include the following.

1. Removal of existing fishing pier without replacement
2. Repair of existing fishing pier utilizing concrete fill
3. Repair of existing fishing pier utilizing crutch bent system
4. Replacement of existing fishing pier in the same footprint
5. Replacement of existing fishing pier with an expanded pier

In order to evaluate the alternatives listed above, the following design criteria has been developed as a minimum benchmark for each structure.

- A design life of 50-years with components resilient to the highly corrosive environment.
- Ability to support a 100 psf pedestrian live load in accordance with the current building code.
- Structural integrity to withstand the wave forces during a hurricane event.
- A design the accounts for scour/beach erosion that can occur slowly over time or suddenly after a major storm event.
- Accessibility requirements per FBC and ADA

It should also be noted that any alteration to the pier will likely require updates to meet the accessibility requirements of the FBC and ADA. The existing pier railing currently does not meet the necessary requirements and the approach sidewalk near the pier has a slope steep enough that a railing is required. All of the replacement and repair options listed below include the necessary upgrades to meet current requirement.

Lastly, it is our understanding that although the City maintains the fishing pier, the County owns the pier and the easement. Due to this arrangement, any construction option should be coordinated with the County prior to finalizing.

2.1 Removal of Existing Fishing Pier without Replacement

The first alternative considered is for the full removal of the existing pier without a replacement. This alternative evaluates the base cost of addressing the existing safety concern without the expense of restoring the facility. The concrete deck would be removed in entirety and the steel H-piles would be cut off under the water at the mud line. This option would maintain the walkway access along the top of the jetty.

2.2 Repair of Existing Fishing Pier Utilizing Concrete Fill

This alternative maintains the components of the existing structure and uses it as a shell to place concrete within the piles under the deck. The concrete fill transfers the load path away from the deteriorated existing piles. The existing deck structure in this option would remain intact.

The existing railing would be replaced to meet the accessibility requirements per the FBC and ADA, and a railing would be added to the approach sidewalk where the slope is 5% or greater.

2.3 Repair of Existing Fishing Pier Utilizing Crutch Bent System

This alternative maintains the components of the existing structure with the inclusion of new pile support around the outside of the pier to transfer the load away from the existing piles. Additional beams would be added under the existing deck framing to provide support. Furthermore, the system would need to utilize steel piling, FRP could be investigated but might not have enough strength to support the loads.

Although this alternative is structurally viable, it is anticipated that the cost of the support system along with the construction of the system being performed under water will make the pursuit of this option cost prohibitive.

2.4 Replacement of Existing Fishing Pier in the Same Footprint

This alternative removes the existing structure in its entirety and replaces it with a new structure within its existing footprint. The design of the new structure would consist of precast concrete pile bents with a concrete deck slab. A new railing would also be installed on the structure that meets the current FBC and ADA accessibility requirements.

2.5 Replacement of Existing Fishing Pier with an Expanded Footprint

This alternative removes the existing structure in its entirety and replaces it with a new structure with an expanded footprint and new geometry. The existing easement for the pier does allow room for an expansion and extends out beyond the existing pier with a minimum width of 80 feet.

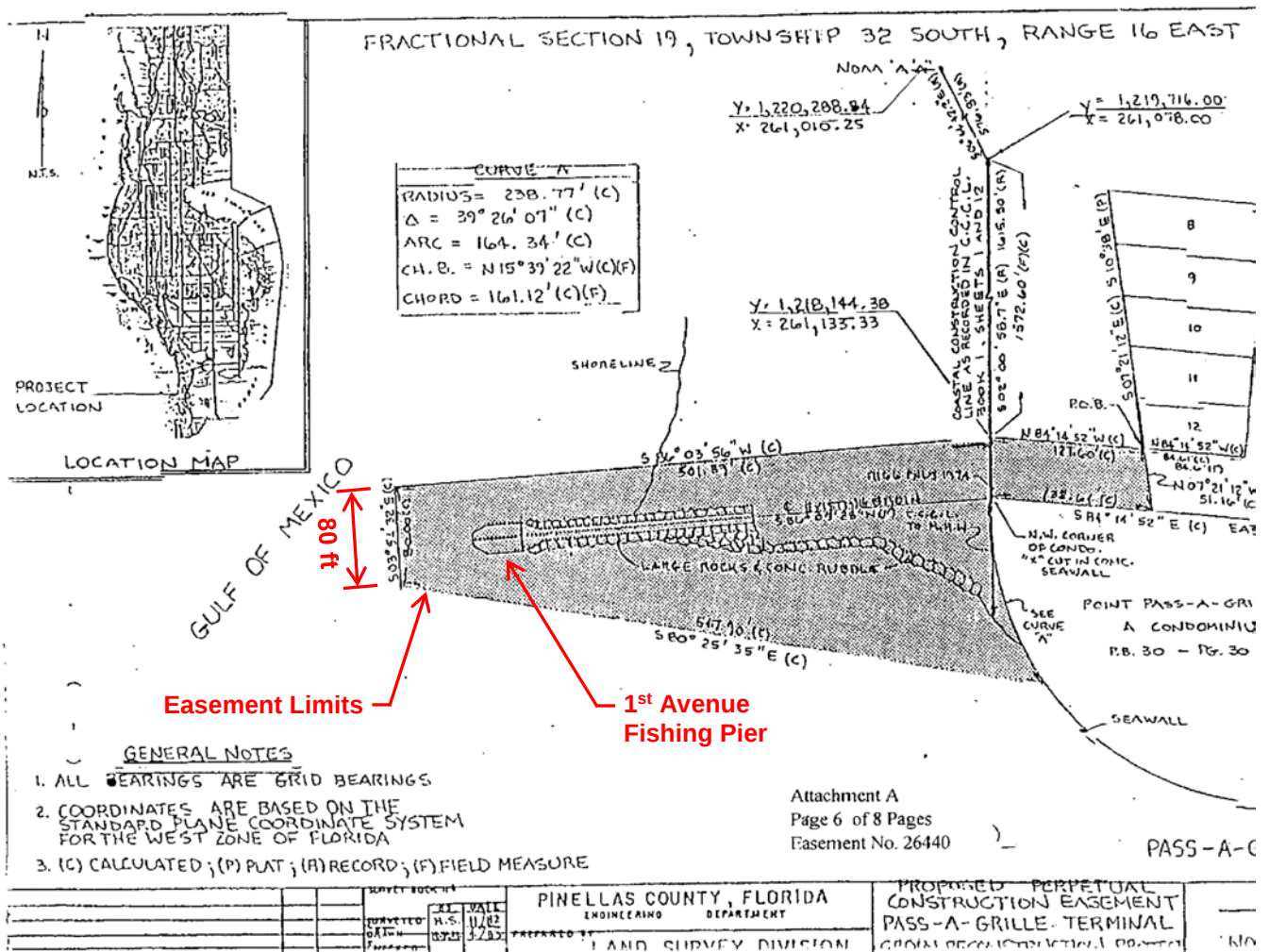


Figure 2-1 Existing Easement

For this alternative a new “T” shaped structure, 52 feet in length at 40 feet in width, is considered. It would be constructed on precast concrete pile bents with a concrete deck slab. New railing would also be installed on the structure that meets the current FBC and ADA accessibility requirements.

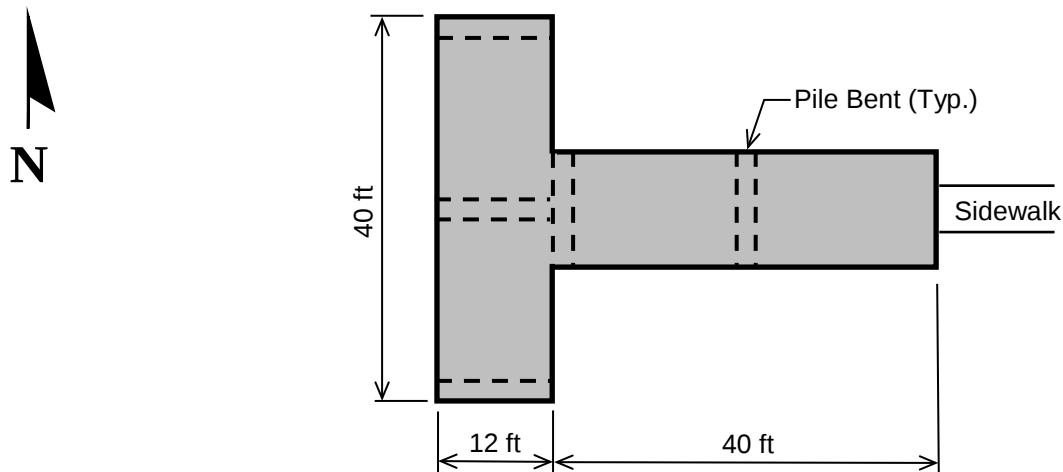


Figure 2-2 Proposed Pier Alternative

2.6 Environmental Permitting

While no state or federally listed species were observed, the location of the structure during construction and the post-construction usage will require permitting with the FDEP and USACE as well as consultation with the FWC, USFWS and NOAA. Design and construction considerations should include adhering to Sea Turtle Lighting Guidelines, installing trash receptacles and monofilament line recycling receptacles, installing signage for piers that adhere to the NOAA Fisheries Protected Species Educational Sign guidelines, education measures to minimize snags of sea turtles and marine mammals, and follow construction protection measures associated with the Final Programmatic Biological Opinion (Referred to As “JAXBO”) from the NMFS Consultation #SER-2015-16161. While fishing piers are not covered under this BO, recommended measures should be considered.

All alternatives will also require a Dredge and Fill Permit from Pinellas County Water and Navigation section.

Lastly, since this is a fishing pier project, it will require a fisheries review and based on our experience this review may take 9 to 12 months.

3 Recommendations

Based on the alternatives for repair or replacement discussed in the previous sections, the following alternatives are considered viable.

- Alternative 1. Removal of existing fishing pier without replacement
- Alternative 2. Repair of existing fishing pier utilizing concrete fill
- Alternative 4. Replacement of existing fishing pier in same footprint
- Alternative 5. Replacement of existing fishing pier with an expanded footprint

Alternative 3, which repaired the existing structure with a crutch bent system was considered cost prohibitive and not recommended.

The table below provides costs and key points for the City to consider in its final decision.

Table 3-1 Viable Alternatives with Cost Estimates

Alternative	Usage	Estimated Cost*
1. Alternative 1. Removal of existing fishing pier without replacement	Fishing access would be restricted from existing conditions with access only from the riprap jetty.	\$106,000
2. Alternative 2. Repair of existing fishing pier utilizing concrete fill	Fishing access would be the same as existing conditions.	\$170,000
4. Alternative 4. Replacement of existing fishing pier in same footprint	Fishing access would be improved with the new FBC compliant railing that accommodates wheelchair access.	\$426,000
5. Alternative 5. Replacement of existing fishing pier with an expanded footprint	Fishing access would be expanded with the larger pier and improved with the new FBC compliant railing that accommodates wheelchair access.	\$454,000

*Note: The estimated cost includes engineering/design services, permitting, and construction oversight.

A cost estimate breakdown is provided in Appendix A.

APPENDIX A COST ESTIMATE BREAKDOWN



Cost Estimate for Alternative 1 - Removal

Pass-A-Grille Beach 1st Avenue Fishign Pier Alternatives

101-1	Mobilization	Estimate	%	LS	Total
		\$52,600	25%	1	\$13,000

104-11 Floating Turbidity Barrier

Length ft	\$/ft	LF	Subtotal
200	8	200	\$1,600

110-3 Removal of Existing Structure

Length ft	Width ft	Chmfr sf	Area sf	\$/SF
40.92	22.58	33.31	857.41	60

\$	LS	Subtotal
51000	1	\$51,000

Subtotal	\$65,600
Contingency (20%)	\$13,440
Engineering & Survey (20%)	\$13,120
Permitting (FDEP & USACOE)	\$4,000
Construction Oversight (15%)	\$9,840
Total	\$106,000



Cost Estimate for Alternative 2 - Concrete Fill

Pass-A-Grille Beach 1st Avenue Fishign Pier Alternatives

101-1	Mobilization	Estimate	%	LS	Total
		\$80,350	25%	1	\$20,000

104-11 Floating Turbidity Barrier

Length ft	\$/ft	LF	Subtotal
200	8	200	\$1,600

121-70 Flowable Fill

Length ft	Width ft	Chmfr sf	Depth ft	Area cy	\$/cy	CY	Subtotal
40.92	22.58	33.31	5.50	175	450	175	\$78,750

515-2311 Ped Railing, Alum 42", Type 1

Length ft	\$/LF	LF	Subtotal
169.20	70	169	\$11,844

Subtotal	\$112,194
Contingency (20%)	\$22,146
Engineering (15%)	\$16,830
Permitting (FDEP)	\$2,000
Construction Oversight (15%)	\$16,830
Total	\$170,000



Cost Estimate for Alternative 4 - Replace within Footprint

Pass-A-Grille Beach 1st Avenue Fishign Pier Alternatives

101-1	Mobilization	Estimate				%	LS	Total		
		\$210,774				25%	1	\$53,000		
104-11	Floating Turbidity Barrier									
		Length ft				\$/LF	LF	Subtotal		
		200				8	200	\$1,600		
110-3	Removal of Existing Structure									
		Length ft	Width ft	Chmfr sf	Area sf	\$/sf	\$	LS	Subtotal	
		40.92	22.58	33.31	857.41	60	51000	1	\$51,000	
400-4-4	Concrete Class IV, Superstructure									
		Length ft	Width ft	Chmfr sf	Area sf	Depth ft	Vol cy	\$/CY	CY	Subtotal
		40.92	22.58	33.31	857.41	2	63.5	900	63.5	\$57,150
415-1-4	Reinf Steel - Superstructure									
		Vol cy	Unit lb/cy	Wt lb		\$/LB	LB	Subtotal		
		63.5	205	13020		1	13020	\$13,020		
455-133	Sheet Piling, Steel, F&I Permanent									
		Length ft	Depth ft	Area sf		\$/SF	SF	Subtotal		
		95.20	20.00	1904		40	1904	\$76,160		
515-2311	Ped Railing, Alum 42", Type 1									
		Length ft				\$/LF	LF	Subtotal		
		169.20				70	169	\$11,844		
Subtotal								\$263,774		
Contingency (20%)								\$52,716		
Engineering, Survey & Geotechnical (25%)								\$65,940		
Permitting (FDEP & USACOE)								\$4,000		
Construction Oversight (15%)								\$39,570		
Total								\$426,000		



Cost Estimate for Alternative 5 - Replace with Expanded Footprint

Pass-A-Grille Beach 1st Avenue Fishign Pier Alternatives

101-1	Mobilization	Estimate				%	LS	Total				
		\$216,517				25%	1	\$54,000				
104-11	Floating Turbidity Barrier					\$/LF	LF	Subtotal				
						8	275	\$2,200				
110-3	Removal of Existing Structure					\$	LS	Subtotal				
						51000	1	\$51,000				
400-4-4	Concrete Class IV, Superstructure					\$/CY	CY	Subtotal				
						1000	63.5	\$63,500				
400-4-5	Concrete Class IV, Substructure					\$/CY	CY	Subtotal				
						1100	6.7	\$7,370				
415-1-4	Reinf Steel - Superstructure				Vol cy	Unit lb/cy	Wt lb	\$/LB	LB	Subtotal		
					63.5	205	13020	1	13020	\$13,020		
415-1-5	Reinf Steel - Substructure				Vol cy	Unit lb/cy	Wt lb	\$/LB	LB	Subtotal		
					6.7	145	967	1	967	\$967		
455-34-3	Prestressed Concrete Piling, 18" Sq				Length ft	No	Total ft	\$/LF	LF	Subtotal		
					40.00	10.00	400	165	400	\$66,000		
515-2311	Ped Railing, Alum 42", Type 1					Length ft				\$/LF	LF	Subtotal
						178.00				70	178	\$12,460
Subtotal										\$270,517		
Contingency (20%)										\$53,743		
Engineering, Survey & Geotechnical (30%)										\$81,160		
Permitting (FDEP & USACOE)										\$8,000		
Construction Oversight (15%)										\$40,580		
Total										\$454,000		

APPENDIX B ENVIRONMENTAL DUE DILIGENCE

Environmental Due Diligence

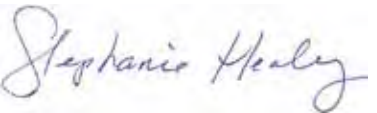
Repair Project of the 1st Avenue
Fishing Pier on Pass-a-Grille Beach

May 4, 2020



Contact Information

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Acronyms

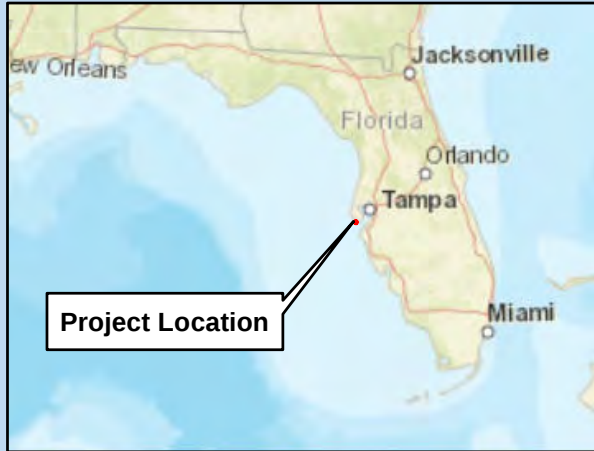
BGEPA	Bald and Golden Eagle Protection Act
BIPP	Beaches, Inlets and Ports Program
CCCL	Coastal Construction Control Line
City	City of St. Pete Beach
ERP	Environmental Resource Permit
FDEP	Florida Department of Environmental Protection
FWC	Florida Fish and Wildlife Conservation Commission
FNAI	Florida Natural Areas Inventory
JCP	Joint Coastal Permit
MHW	mean high water
NMFS	National Marine Fisheries Service
Project	1st Avenue Fishing Pier on Pass-a-Grille Beach
SHPO	State Historic Preservation Office
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USFWS	United States Fish and Wildlife Service
NOAA	National Oceanic and Atmospheric Administration

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1 Introduction

Cardno, Inc. (Cardno) was retained by the City of St. Pete Beach (City) to develop alternatives for repair and replacement of the 1st Avenue Fishing Pier on Pass-a-Grille Beach (Project), to address the existing deterioration. The Project includes the Pier structure and the concrete access walkway. The Project is located at the Pass-a-Grille Southwest Beach, at the intersection of 1st Ave and Gulf Way in St. Pete Beach, Pinellas County, Florida, within Township 32 South, Range 16 East, and Section 19 (Figure 1 – Location Map, Figure 2 – USGS Topographic Map). The Project extends westward into the Gulf of Mexico. Representative photos of the Project are provided as Appendix A, Site Photos.

The purpose of this Environmental Due Diligence report is to provide the results of the habitat assessment within the Project Area, including presence of environmental resources, characterization of the benthic habitats, presence of aquatic resources, presence or potential presence of protected species, and the occurrence of non-listed species, in order to assist with the development of alternatives and recommendations to be summarized in a Basis of Design Report, provided to the City. The information provided in this report will assist the engineering alternatives analysis and alternatives evaluation to recommend an approach with the least environmental impacts, cost estimates, constructability, and permitting pathway.



Project Location

Project Location
-82° 44' 19.096" W
27° 40' 59.315" N



Project Area - 1.80 ac. ±

Project Location Pass-a-Grille Fishing Pier Project City of St. Pete Beach, Pinellas County, Florida

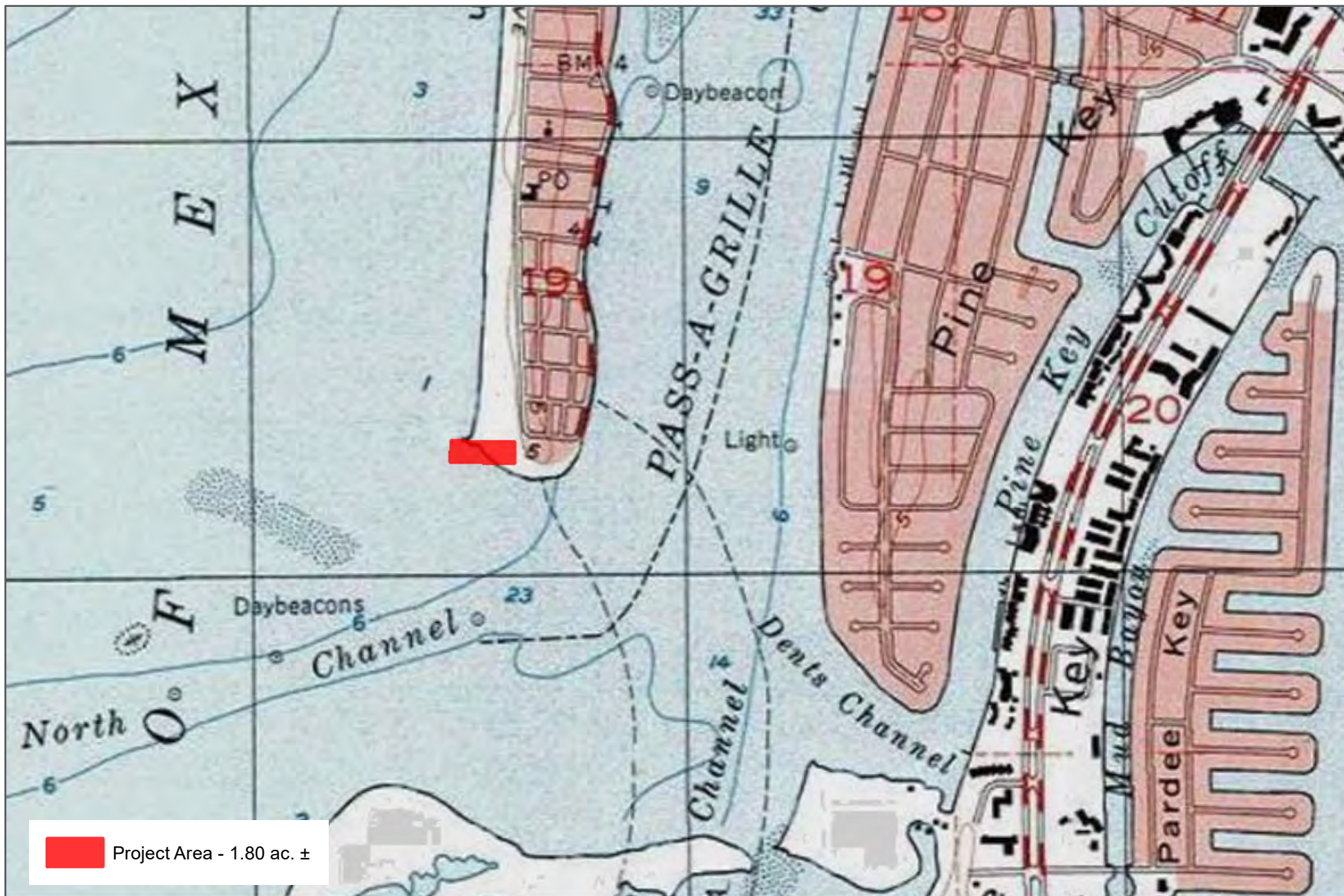


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Data Source:
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Sec 19
Twp 32 S
Rng 16 E

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Project Area - 1.80 ac. ±



Image:
PASS-A-GRILLE
BEACH
Q3022

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USGS Quadrangle Map Pass-a-Grille Fishing Pier Project City of St. Pete Beach, Pinellas County, Florida



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2 Ecological Description

2.1 Study Area

The Project Area is defined as a 1.80± acre area surrounding the approximately 40-foot by 20-foot concrete fishing pier with an approximately 180-foot concrete slab walkway, installed over a rip rap rock revetment, adjacent to the Pass-a-Grille beach. The Project extends westward into the Gulf of Mexico. The Project Area is located entirely waterward of the Coastal Construction Control Line (CCCL), as defined by the Florida Department of Environmental Protection (FDEP) (Figure 3 – Aerial Map).

On April 7, 2020, ecologists from Cardno conducted surveys to assess the coastal and aquatic habitat within the Project Area. Pedestrian transects were conducted in the coastal scrub to characterize the habitat types, plant communities, and identify potential usage for wildlife species. During the aquatic surveys, ecologists swam meandering transects parallel to the structure and investigated the submerged portion of the pier and surrounding rip rap for habitat types, benthic community structure, and potential usage for fish and other species. The aquatic survey was conducted between 8:00 am and 11:00 am, on an incoming tide, where low tide was at 0700 (0.09 feet), and high tide was at 1248 (1.65 feet) (NOAA 2020). It should be noted that a strong south current was observed moving around the terminus of the pier, with evidence of scouring, at the base of the pier. Sources consulted prior to and during field survey efforts included the Florida Natural Areas Index (FNAI) for Pinellas County, the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation Species List (IPaC), the NOAA Fisheries Threatened and Endangered Species under NOAA Jurisdiction list, and the Native Plants for Coastal Restoration guide (FNAI 2001, USFWS 2020, NOAA Fisheries 2020, Williams 2007).

2.2 Land Use

The Florida Land Use, Cover and Forms Classifications (FDOT 1999) describes the Project Area of having three distinct land uses: 320 – Shrub and Brushland (0.85± acres), 752 – Gulf of Mexico (0.85± acres), and 180 – Recreation (0.10± acres) (Figure 4 – Land Use Map). Field assessments provided a detailed delineation of the various habitats within the Project Area (Figure 5 – Environmental Resources) and are described below. Representative photos of the Project are provided as Appendix A, Site Photos.

Coastal Scrub (0.39± acres)

The coastal scrub is located between the paved road and sidewalk and the sand beach areas. Vegetation is consistent with coastal dune vegetation consisting of groundcover that includes cucumberleaf dune sunflower (*Helianthus debilis* Nutt. subsp. *cucumerifolius*), sea oats (*Uniola paniculata*), and railroad vine (*Ipomoea pes-caprae* subsp. *brasiliensis*), with shrub vegetation including saw palmetto (*Serenoa repens*), white mangrove (*Laguncularia racemosa*), and sea grape (*Coccoloba uvifera*).

Fine Sand/Beach Sand (0.61± acres)

This fine sand and beach sand area encompasses the recreational beach and walkways above the mean high water (MHW) line including pedestrian paths, as well as the intertidal below the MHW. This area is characterized as fine sand with no submerged aquatic vegetation present. Occasional larger rocks are located sporadically on both sides of the access walkway to the pier and are associated with the rock revetment area.

Rip Rap/Rubble (0.58± acres)

The rip rap and rubble is associated with the revetment area supporting the concrete walkway leading to the pier structure. The rip rap below the MHW provides habitat for demersal fish, and areas for the

attachment of benthic organisms and algae. Water depths in this area is between 0 and 6 feet. Common flora species found on and among the rip rap include sargassum (*Sargassum* sp.), solierianean algae (*Solieria filiformis*), green algae (*Cladophora* sp.), dead man's fingers (*Codium* sp.), red algae (*Rhodophyta*), and sea lettuce (*Ulva lactuca*).

Sand/Shell Hash (0.22± acres)

The sand and shell hash environment is located in the waters of the Gulf of Mexico deeper than 5 feet, located at the terminus of the pier structure. This area is free of rip rap and rubble, and did not support submerged aquatic vegetation.

2.3 Wildlife Observations

The intertidal area of the white sand beach provides forage habitat for a variety of coastal bird species. Observations include laughing gull (*Leucophaeus atricilla*), willet (*Tringa semipalmata*), great egret (*Ardea alba*), red breasted merganser (*Mergus serrator*), brown pelican (*Pelecanus occidentalis*), and gull billed tern (*Gelochelidon nilotica*).

In the aquatic environmental, the rip rap and rubble area provides substrate for the attachment of benthic organisms, and provides habitat within the relief between rip rap piles. Benthic fauna observed includes short spined sea urchin (*Lyechnus variegatus*), red rock sponge (*Xytopsene sigmatum*), red boring sponge (*Cliona celata*), bay scallop (shells only) (*Argopecten irradians*), and purple striped barnacle (*Balanus amphitrite nivenis*). Fish species occupying the rip rap include common snook (*Centropomus undecimalis*), sheepshead (*Archosargus probatocephalus*), and white grunt (*Haemulon plumieri*).





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Aerial Map

Pass-a-Grille Fishing Pier Project

City of St. Pete Beach, Pinellas County, Florida

0 75 150 Feet

0 23 46 Meters



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Image: 2018

Data Source:
FDOT
SWFWMD

Sec 19
Twp 32 S
Rng 16 E

Florida Land Use and Cover and Forms Classification

Pass-a-Grille Fishing Pier Project

City of St. Pete Beach, Pinellas County, Florida

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Date Created: 5/1/2020 Date Revised: 5/1/2020 File Path: Q:\UnitedStates\Florida\Tampa\Cardno_TBE\PassAGrille_FishingPierworking\arcmap\PassAGrilleFishingPier_FLUCFCS_20200501.mxd

GIS Analyst: Lauren Federsel

0 75 150 Feet

0 23 46 Meters

84



Image: 2018

Data Source:
FDOT
Cardno

Sec 19
Twp 32 S
Rng 16 E

Environmental Resources Map

Pass-a-Grille Fishing Pier Project

City of St. Pete Beach, Pinellas County, Florida

Cardno

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Phone (+1) 813-664-4500 Fax (+1) 813-664-0440
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Date Created: 5/1/2020 Date Revised: 5/1/2020 File Path: Q:\UnitedStates\Florida\Tampa\Cardno_TBE\PassAGrille_FishingPierworking\arcmap\PassAGrilleFishingPier_EnvResources_20200501.mxd
GIS Analyst: Lauren Federsel

0 75 150 Feet
0 23 46 Meters

2.4 Protected Species Assessment

The coastal, benthic, and open water habitat within the Project Area provide potential habitat for a variety of state and federally listed species. A discussion follows for each of those identified species considered possible or likely to occur, and any of those species documented to occur (as a result of biological surveys or literature review), in habitats within or near the Project. The discussion provides the current status of the species, occurrence within or near the Project, and any specific conservation measures implemented as necessary to avoid or minimize potential adverse impacts from the work and to demonstrate regulatory compliance. A summary of state and federally listed species, and their presence and likely presence within the Project Area in Pinellas County (FNAI 2020, USFWS 2020, and NOAA Fisheries 2020) is provided as Table 1.

Table 1. Potential Occurrence of Listed Species in the Vicinity of the Project, Pinellas County, Florida.

Common Name	Scientific Name	Listing Status		Preferred Habitat	Survey Window	Occurrence in Project Area
		Federal	State			
Fish						
Gulf Sturgeon	<i>Acipenser oxyrinchus desotoi</i>	T	FT	Forages in Gulf of Mexico and associated estuaries; spawns in most major coastal rivers in areas with limestone outcrops. Spend the coldest three to four months in the Gulf and the remainder of the year in rivers where spawning occurs. Spawning typically takes place February – April.	Year-round	Possible
Giant Manta Ray	<i>Manta birostris</i>	E	FE	Found worldwide in tropical, subtropical, and temperate bodies of water and is commonly found offshore, in oceanic waters, and near productive coastlines. The species has also been observed in estuarine waters near oceanic inlets, with use of these waters as potential nursery grounds.	Year-round	Possible
Smalltooth Sawfish	<i>Pristis pectinata</i>	E	FE	Smaller sawfish inhabit shallow water, estuarine habitats, with vegetation that supports foraging for shrimp, crabs, and small fish. Larger individuals can be found in deeper coastal waters.	Year-round	Possible, Project NOT in designated critical habitat
Reptiles						
Loggerhead Sea Turtle	<i>Caretta caretta</i>	T	FT	Marine coastal and oceanic waters, nest on coastal sand beaches often near the dune line, high enough to avoid tidal inundation.	May-Oct (nesting only)	Possible swimming and nesting habitat; Project NOT

Common Name	Scientific Name	Listing Status		Preferred Habitat	Survey Window	Occurrence in Project Area
		Federal	State			
						in designated critical habitat
Green Sea Turtle	<i>Chelonia mydas</i>	T	FT	Estuarine and marine coastal, and oceanic waters, nest on coastal sand beaches often near dune line.	May-Oct (nesting only)	Possible swimming and nesting habitat
Leatherback Sea Turtle	<i>Dermochelys coriacea</i>	E	FE	Oceanic waters, nests on coastal sand beaches. Rarely seen in coastal waters except during adult nesting, and hatchling dispersal.	May-Oct (nesting only)	Possible swimming and nesting habitat; Project NOT in designated critical habitat
Hawksbill Sea Turtle	<i>Eretmochelys imbricata</i>	E	FE	Marine coastal and oceanic waters, commonly associated with coral reefs, keys, and mangroves. Nest on coastal sand beaches, often in vegetation.	May-Oct (nesting only)	Possible swimming and nesting habitat; Project NOT in designated critical habitat
Kemp's Ridley Sea Turtle	<i>Lepidochelys kempii</i>	E	FE	Distributed throughout the Gulf of Mexico and US coast from Florida to New England, nearly all nesting has been documented along the coast of Mexico, with a few sightings in Florida, South Carolina, and North Carolina. Kemp's Ridleys will leave their nesting grounds and forage in sandy and muddy bottoms in coastal waters throughout the Gulf, including Florida.	May-Oct (nesting only)	Possible swimming and nesting habitat
Birds						
Red Knot	<i>Calidris canutus rufa</i>	T	FT	Highly migratory shorebird wintering in areas including the southeast United States, including Florida. Non-breeding habitat includes coastal marine and estuarine environments with large areas of expose intertidal sediments. Areas can include both high-energy ocean/bay fronts as well as tidal flats	Wintering	Possible nesting and forage habitat (wintering)
Piping Plover	<i>Charadrius melodus</i>	T	FT	Migratory shorebird, breeding in the norther Great Plans, and winter from North Carolina to Florida and the Gulf Coast states. Winters along sandy	Feb-Aug	Possible nesting and forage habitat (wintering) Project NOT

Common Name	Scientific Name	Listing Status		Preferred Habitat	Survey Window	Occurrence in Project Area
		Federal	State			
				beaches, sand flats, and mudflats along coastal areas		in designated critical habitat
Snowy Plover	<i>Charadrius nivosus</i>	--	ST	Preferred habitat includes dry sandy beaches, nesting in shallow depressions, near vegetation or debris. They forage in tidal flats along inlets and creeks	Feb-Aug	Possible nesting and forage habitat
Little Blue Heron	<i>Egretta caerulea</i>	--	ST	Feeds in shallow freshwater, brackish, and saltwater habitats, nesting in colonies in a variety of vegetation types including cypress, willow, maple, black mangrove, and cabbage palm. While the largest nesting colonies are found in coastal areas, preferred foraging is freshwater lakes, marshes, swamps, and streams.	Mar-Nov	Possible forage habitat; no nesting habitat
Reddish Egret	<i>Egretta rufescens</i>	--	ST	Primarily forages in shallow coastal habitats including tidal flats, salt ponds, lagoons, and open mangrove communities. Typically nests on natural islands or man-made spoil islands with nests generally constructed in mangroves 3 - 6 meters above the ground or water. Nests are sometimes placed on ground among low vegetation or on bare sand or shell beach ridges.	Mar-Nov	Possible forage habitat; no nesting habitat
Tricolored Heron	<i>Egretta tricolor</i>	--	ST	Nesting colonies primarily occur on mangrove islands or in willow thickets in fresh water; feeds in a variety of permanently and seasonally flooded wetlands, mangrove swamps, tidal creeks, ditches, and edges of ponds and lakes.	Mar-Nov	Unlikely, no nesting or forage habitat
American Oystercatcher	<i>Haematopus palliatus</i>	--	ST	Requires large areas of beach, sandbar, mud flat, and shellfish beds for foraging; utilizes sparsely vegetated, sandy areas for nesting, but will also use beach wrack and marsh grass; large expanses of suitable nesting areas generally are needed.	Feb-Aug	Possible nesting and forage habitat

Common Name	Scientific Name	Listing Status		Preferred Habitat	Survey Window	Occurrence in Project Area
		Federal	State			
Bald Eagle	<i>Haliaeetus leucocephalus</i>	BGEPA	--	Found in areas close to coastal areas, bays, rivers, lakes, or other bodies of water that provide concentrations of food sources, including fish, waterfowl, and wading birds. Usually nests in tall trees (mostly pines) that provide clear views of surrounding area.	Oct-May	Possible forage habitat; Known nesting locations approximately 1.1 miles (PI048), and 3.1 miles (PI059) away
Eastern Black Rail	<i>Laterallus jamaicensis</i> spp. <i>jamaicensis</i>	PT	N	Elusive marsh bird, inhabiting salt, brackish, and freshwater marsh habitats that have dense herbaceous vegetative cover.	Year round	Unlikely, no nesting or forage habitat
Wood Stork	<i>Mycteria americana</i>	T	FT	Nests colonially in a variety of inundated forested wetlands, including cypress strands and domes, mixed hardwood swamps, sloughs, and mangroves; increasingly nesting in artificial habitats; forages mainly in shallow water in freshwater marshes, swamps, lagoons, ponds, tidal creeks, flooded pastures and ditches. Project area included within the 15-mile CFA of a known nest.	Mar-Nov	Unlikely, no nesting habitat; Outside of core foraging areas of known colonies
Red-cockaded Woodpecker	<i>Picoides borealis</i>	E	FE	Inhabits open, mature pine woodlands, with a diversity of grass, forb, and shrub understory species. Occupies primarily longleaf pine flatwoods, and mixed longleaf pine and slash pine habitats. Not known to occur in Pinellas County, but FWS IPaC radius includes neighboring counties where the RCW is known to occur.	Year round	Unlikely, no nesting or forage habitat
Roseate Spoonbill	<i>Platalea ajaja</i>	--	ST	It primarily nests in mixed-species colonies on coastal mangrove islands or in Brazilian pepper on man-made dredge spoil islands near suitable foraging habitat. Forages in shallow water of variable salinity, including marine tidal flats and ponds, coastal marshes, mangrove dominated inlets and pools, and freshwater sloughs and marshes.	Mar-Nov	Possible forage habitat; no nesting habitat

Common Name	Scientific Name	Listing Status		Preferred Habitat	Survey Window	Occurrence in Project Area
		Federal	State			
Black Skimmer	<i>Rynchops niger</i>	--	ST	Inhabits coastal areas in Florida including beaches, bays, estuaries, sandbars, and tidal creeks. Nests primarily on sandy beaches, small coastal islands, and dredge spoil islands, but also on gravel rooftops.	Feb-Aug	Possible nesting and forage habitat
Least Tern	<i>Sternula antillarum</i>	--	ST	Inhabits areas along the coasts of Florida including beaches, lagoons, bays, and estuaries; increasingly use artificial nesting sites, including gravel rooftops, dredge spoil islands or other dredged material deposits, construction sites, causeways, and mining lands; nesting areas have a substrate of well-drained sand or gravel and usually have little vegetation.	Feb-Aug	Possible nesting and forage habitat
Mammals						
West Indian Manatee	<i>Trichechus manatus</i>	T	FT	Live in marine, brackish, and freshwater systems in coastal and riverine areas throughout their range. They feed along seagrass bed margins with access to deep water channels. Florida manatees can be found throughout Florida for most of the year.	Year-round	Possible
Plants						
Florida Golden Aster	<i>Chrysopsis floridana</i>	E	ST	Grows in open, sunny areas. It occurs in sand pine-evergreen oak scrub vegetation on excessively-drained fine white sand. Historically, it also grew on beach dunes.	--	Possible
State: ST = State Threatened, FE = Federally Endangered, FT = Federally Threatened Federal: E = Endangered, T = Threatened, PT = Proposed Threatened, BGEPA = Bald and Golden Eagle Protection Act						

2.4.1 Marine Mammals and Sea Turtles

West Indian Manatee

The West Indian Manatee (*Trichechus manatus*) is listed as federally threatened by the United States Fish and Wildlife Service (USFWS) under the Endangered Species Act of 1973 (ESA), and are afforded further protections under the federal Marine Mammal Protection Act. At the state level, manatees are protected by the Florida Manatee Sanctuary Act (379.2431 (2)). The Project Area does not fall within the

USFWS designated West Indian Manatee Critical Habitat. The main threats to the manatee include collisions with water craft, habitat loss including seagrass beds, harassment and human disturbance, red tide, and trash and debris. Direct impacts to the West Indian Manatee have the potential to occur during construction due to collision with vessels, and entanglement in turbidity and sedimentation control devices.

If construction from the water cannot be avoided, it is recommended that construction activities comply with the USFWS *Standard Manatee Conditions for In-Water Work* (2011), including construction personnel species education, species signage during construction activities, vessel operation at “Idle Speed/No Wake”, proper construction and installation of siltation control, daily monitoring during in-water work, and prompt reporting to the Florida Fish and Wildlife Conservation Commission (FWC) hotline, and the USFWS office.

Sea Turtles

Multiple species of sea turtles have the potential to traverse waters within the Project Area, including the loggerhead sea turtle (*Caretta caretta*), green sea turtle (*Chelonia mydas*), hawksbill sea turtle (*Eretmochelys imbricata*), Kemp’s Ridley sea turtle (*Lepidochelys kempii*), and the leatherback sea turtle (*Dermochelys coriacea*). Additionally, the beach within the Project Area has the potential to support sea turtle nesting activities. The green and loggerhead sea turtles are listed as threatened, and the Kemp’s Ridley, leatherback, and hawksbill sea turtles are listed as endangered by National Oceanic and Atmospheric Administration (NOAA) Fisheries under the ESA. The FWC Sea Turtle Nesting Beaches database (2020) classifies the Saint Pete Beach area, which includes the Project Area, as a low density nesting beach for the loggerhead, while not recording any nests of other species of sea turtle. The green sea turtle and the loggerhead sea turtle are both listed as federally threatened, and the leatherback sea turtle, Kemp’s Ridley sea turtle, and hawksbill sea turtle are listed as federally endangered. The species are further protected by state and local laws. Threats to sea turtles include artificial lighting and urban sky glow, boating traffic, pollution and plastic ingestion, entanglement with fishing gear, and loss of forage and nesting habitat due to coastal development. Sea turtle nesting and hatching season in Pinellas County occurs between May 1st and October 31st, with a peak in June and July. Nesting occurs primarily at night.

If construction from the water cannot be avoided, it is recommended that construction activities comply with the NOAA Fisheries *Sea Turtle and Smalltooth Sawfish Construction Conditions* (2006), including construction personnel species education, species signage during construction activities, vessel operation at “Idle Speed/No Wake”, proper construction and installation of siltation control, daily monitoring during in-water work, and prompt reporting to NOAA Fisheries.

2.4.2 Fish

Gulf Sturgeon

The Gulf sturgeon (*Acipenser oxyrinchus desotoi*) is listed as federally threatened by NOAA Fisheries under the ESA. The reproducing populations in the Gulf of Mexico and its major rivers have been observed from Lake Pontchartrain and Pearl River systems in Louisiana, to the Suwannee River in Florida, and are under jurisdiction of the USFWS. Non-breeding individuals have been observed along the Florida Gulf coast as far south as Charlotte Harbor, and including Tampa Bay, and are under jurisdiction of NOAA Fisheries, while the Project Area is outside of the Gulf sturgeon critical habitat, the potential exists for the species to occur within the Project Area, therefore requires consultation with NOAA Fisheries.

Smalltooth sawfish

The smalltooth sawfish (*Pristis pectinata*) is listed as federally endangered by NOAA Fisheries under the ESA. In Florida, the smalltooth sawfish is found most often in the waters of southwest Florida from Charlotte Harbor, south through the Everglades. Larger juveniles and adults can be found in shallow estuaries, waters of beaches, and along deep water reefs, where waters are above 64°F. Smaller individuals tend to inhabit shallow waters, particularly less than 3 feet, and prefer waters slightly warmer, at least 70°F. While the smalltooth sawfish is not common in the coastal Tampa Bay area, and the Project Area is outside of the smalltooth sawfish critical habitat, the potential exists for it to occur, and therefore requires consultation with NOAA Fisheries.

If construction from the water cannot be avoided, it is recommended that construction activities comply with the NOAA Fisheries *Sea Turtle and Smalltooth Sawfish Construction Conditions* (2006), including construction personnel species education, species signage during construction activities, vessel operation at "Idle Speed/No Wake", proper construction and installation of siltation control, daily monitoring during in-water work, and prompt reporting to NOAA Fisheries.

Giant manta ray

The giant manta ray (*Manta birostris*) is listed as federally endangered by NOAA Fisheries under the ESA. The giant manta ray is found worldwide in tropical, subtropical, and temperate bodies of water and is commonly found offshore, in oceanic waters, and near productive coastlines. In Florida, the giant manta ray is a migratory, seasonal filter feeder, with a wingspan up to 29 feet. Giant manta rays have the potential to feed along the Florida coast during times of high productivity leading to the increased presence of zooplankton. Additionally, mantas have the potential to occupy estuary inlets with ocean access, potentially using these areas as potential nursery grounds. While no critical habitat exists for the giant manta ray, the potential exists for the species to occur within the Project Area, therefore requires consultation with NOAA Fisheries.

2.4.3 Birds

Listed Shorebirds and Seabirds

The Project has the potential to support nesting and foraging shorebirds, including least tern (*Sternula antillarum*), black skimmer (*Rynchops niger*), American oyster catcher (*Haematopus palliatus*), red knot (*Calidris canutus rufa*), piping plover (*Charadrius melodus*), and snowy plover (*Charadrius nivosus*) along the sand beach and scrub area, as well as forage in the intertidal zone. Additionally there is potential foraging habitat within the Project Area for little blue heron (*Egretta caerulea*), reddish egret (*Egretta rufescens*), black skimmer (*Rynchops niger*), and least tern (*Sternula antillarum*). A majority of these species are listed as threatened by the state of Florida under Chapter 68A-27 F.A.C, while the piping plover and red knot are listed as. Critical Habitat is not designated for any of the state-listed species of shorebirds or seabirds with potential to occur. Threats to these birds include habitat loss and degradation, exposure to predators, human disturbances and recreation, and domesticated animals.

No listed species of shorebirds and seabirds were observed during the survey along the seawall, but the potential exists for non-breeding individuals to occur during nesting, foraging, loafing, or flying throughout the general area. As construction has the potential to impact nesting birds, a preconstruction survey and construction monitoring may be required.

Bald Eagle

The bald eagle is afforded protection under the federal Bald and Golden Eagle Protection Act (BGEPA) and in Florida under state rule (68A-16.002, F.A.C.), but is not considered to be a bird of conservation concern species. In Florida, bald eagles nest from October 1st – May 15th. Bald eagles generally nest near areas with an adequate food supply including, but not limited to, coastlines, rivers, large lakes,

streams, and marshes. Bald eagles exhibit high nest fidelity and use the same nesting territory each year and the territory is defended by both members of the pair. A territory may range in size from 0.6-1.2 square miles depending on habitat suitability and prey density. The FWC Bald Eagle Nest Locator online database (2018) identifies the closest documented nest site, PI048, is approximately 1.1 miles to the south of the Project Area, and was last known active in 2011 and last surveyed in 2017. The next closest nest (PI059) is located 3.1 miles to the south of the Project Area, and was last known active and surveyed in 2017.

No bald eagles, nests, or suitable nest trees were observed during the survey. In the absence of other current, site-specific scientific and commercial data indicating the presence of the nesting bald eagles within or immediately adjacent to the Project Area, the work should not adversely affect the bald eagle. If construction will take place during nesting season, a pre-construction survey should be conducted to ensure no birds are nesting within the vicinity of the Project. If a bald eagle is observed prior to or during construction, the Project should follow the USFWS National Bald Eagle Management Guidelines to prevent impact to the species.

3 Permitting and Recommendations

3.1 United States Army Corps of Engineers

As the post-construction use of the Pier is intended to resume as public fishing pier, it is anticipated the Project will require an individual permit from the United States Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. The USACE will likely request Section 7 consultation with the USFWS and NOAA Fisheries for species protected under the ESA that have potential to occur within the Project Area or in adjacent habitat. If the Federal agency determines that the Project “may affect” federally listed species, the consultation will remain informal. If the Federal agency determines that the action is “likely to adversely affect” a listed species, the USFWS and/or NOAA Fisheries will initiate a formal consultation where they will review the Project and prepare a biological opinion, after which the USACE will prepare its opinion for the Project. Additionally, all Federal projects must consult with the State Historic Preservation Office (SHPO), requiring at minimum a desktop analysis of cultural and historic resources, with the potential of requiring cultural resource surveys in the uplands and/or in the submerged environment.

It is recommended that a pre-application meeting be conducted with the USACE in order to discuss Project details and the anticipated permitting path to be undertaken by the Federal agency. Pre-application meetings will assist in determining if additional surveys, reporting, or documentation may be required in order for the USACE to make a determination.

Considering the location and nature of the project, it is recommended that the City consider specific design and construction measures to assist with minimizing permitting and federal agency consultation timeframes. Recommended measures to consider include, but are not limited to the following:

- Adhering to Sea Turtle Lighting Guidelines
- Installing trash receptacles and monofilament line recycling receptacles
- Installing federal agency environmental signage for piers that adhere to the NOAA Fisheries Protected Species Educational Sign guidelines
- Consideration of education measures to minimize snags of sea turtles and marine mammals
- Protection measures associated with the Final Programmatic Biological Opinion (Referred to As “JAXBO”); NMFS Consultation #SER-2015-16161. While fishing piers are not covered under this BO, recommended measures should be considered.

3.2 United States Coast Guard

For any projects under review by the USACE, seeking permits authorizing certain structures or work affecting navigable waters of the United States pursuant to Section 10 of the Rivers and Harbors Act of 1899 are regulated by the Department of the Army under 33 CFR Part 320 and procedures of 33 CFR Part 325. These projects include discharges of dredged or fill material into waters of the United States, including the territorial seas, pursuant to section 404 of the Clean Water Act, as well as structures or work in or affecting navigable waters of the United States. Based on the location of the Project, at the mouth of an inlet within navigable waters, it is likely that the United States Coast Guard (USCG) will need to be consulted.

The USCG can issue either a Letter of Permission or an Individual Permit. Replacing the structure in the same footprint would likely require a Letter of Permission, where the USCG would coordinate with Federal and state wildlife agencies, under the Fish and Wildlife Coordination Act, and conduct a public interest evaluation, but without the publishing of an individual public notice. An extension or any redesign that would impact navigation in the vicinity of the Project has the potential to require an individual permit from the USCG which requires a case-by-case evaluation for determination that the proposed work is in the public interest.

It is recommended that a pre-application meeting be conducted with the USCG in order to discuss Project details and the anticipated permitting path to be undertaken by the Department of the Army.

3.3 Florida Department of Environmental Protection

There are two programs at the FDEP that regulate activities within the coastal zone, the Coastal Construction Control Line (CCCL) program, and the Beaches, Inlets and Ports Program (BIPP). The CCCL program regulates structures and activities which (1) can cause beach erosion, (2) destabilize dunes, (3) damage upland properties, or (4) interfere with public access. The BIPP is tasked with regulating activities that (1) are located on Florida's natural sandy beaches facing the Atlantic Ocean, the Gulf of Mexico, the Straits of Florida or associated inlets, (2) extend seaward of the mean high water line, (3) extend into sovereign submerged lands, and (4) are likely to affect the distribution of sand along the beach. In addition to processing the joint coastal permit (JCP), the BIPP also processes the Environmental Resource Permit (ERP) applications. The CCCL program does not process ERP applications, therefore, if it is determined that the CCCL office asserts jurisdiction for the work seaward of the CCCL, a separate coordination for the submittal of the ERP would be required.

The alternative chosen for the Project will determine which FDEP program is responsible for reviewing the Project and issuing the necessary permits. Any Project design that occurs within the uplands, including construction staging, construction access from the uplands, or demolition and pier reconstruction for Project components above the MHW line may require a CCCL permit. If the chosen alternative involves extension of the structure either through an extension of the jetty, installation of piling structures, or other types of structures, the Project has the potential to impact current water flow patterns. If the new proposed pier impedes or alters natural or existing flow patterns or has the potential to alter erosion or sediment deposition patterns on adjacent coastal beaches, the activity may potentially require permitting through the BIPP. Additional studies such as, but not limited to, sediment transport modeling, geotechnical surveys, and listed species surveys may be required to support the permitting process.

It is recommended that a pre-application meeting be conducted with representatives from both the CCCL Program and the BIPP to determine the correct state permitting program jurisdiction. Pre-application meetings will assist in determining if additional surveys, reporting, or documentation may be required in support of the permitting process.

It is recommended that the City consider specific design and construction measures to assist with minimizing permitting and federal agency consultation timeframes. Recommended measures to consider such as, but not limited to the following:

- Adhering to Pinellas County Coastal Construction Codes Section 3109.6.2.1 and the FWC Model Lighting Ordinance for Marine Turtle Protection, Florida Administrative Code 62B-55
- Consider turbidity control measures and daily turbidity monitoring during demolition and construction
- Likely requirement for a daily qualified Manatee (Marine Mammal) observer during demolition and construction

- Adhering to FWC Standard Manatee Conditions for All In-Water Work (2011)
- Development and implementation of a detailed planting plan for the replacement of coastal vegetation that may be potentially impacted within the limits of construction

3.4 Pinellas County

It is anticipated that the Project will require a Dredge and Fill Permit from the Pinellas County Water and Navigation section, under the Pinellas County Water and Navigation Code, Chapter 58 Article XV. Projects requiring a permit are reviewed for impacts to the environment, impacts to navigation, as well as review for Pinellas County construction requirements.

4 References

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- Florida Fish and Wildlife Conservation Commission (FWC). 2019. Statewide Atlas of Sea Turtle Nesting Occurrence and Density. FWC Tallahassee, Florida.
- Florida Natural Areas Inventory (FNAI). 2001. Field Guide to the Rare Animals of Florida. FNAI Tallahassee, Florida.
- National Oceanic and Atmospheric Administration (NOAA). 2020. Tides and Currents: Tide Predictions for Pass-a-Grille Beach. April 7, 2020.
- NOAA Fisheries. 2006. Sea Turtle and Smalltooth Sawfish Construction Conditions. NOAA Fisheries Southeast Regional Office. St. Petersburg, Florida.
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- United States Fish and Wildlife Service (USFWS). 2020. Information for Planning and Consultation: Species List. USFWS North Florida Ecological Services Field Office. Jacksonville, Florida.
- United States Fish and Wildlife Service (USFWS). 2011. Standard Manatee Conditions for In-Water Work. USFWS North Florida Field Office, Jacksonville, Florida.
- Williams, M.J. 2007. Native Plants for Coastal Restoration: What, When, and How for Florida. USDA, NRCS, Brooksville Plant Materials Center, Brooksville, FL. 51p.

OBRepair Project of the 1st
Avenue Fishing Pier on
Pass-a-Grille Beach

APPENDIX

A

SITE PHOTOS



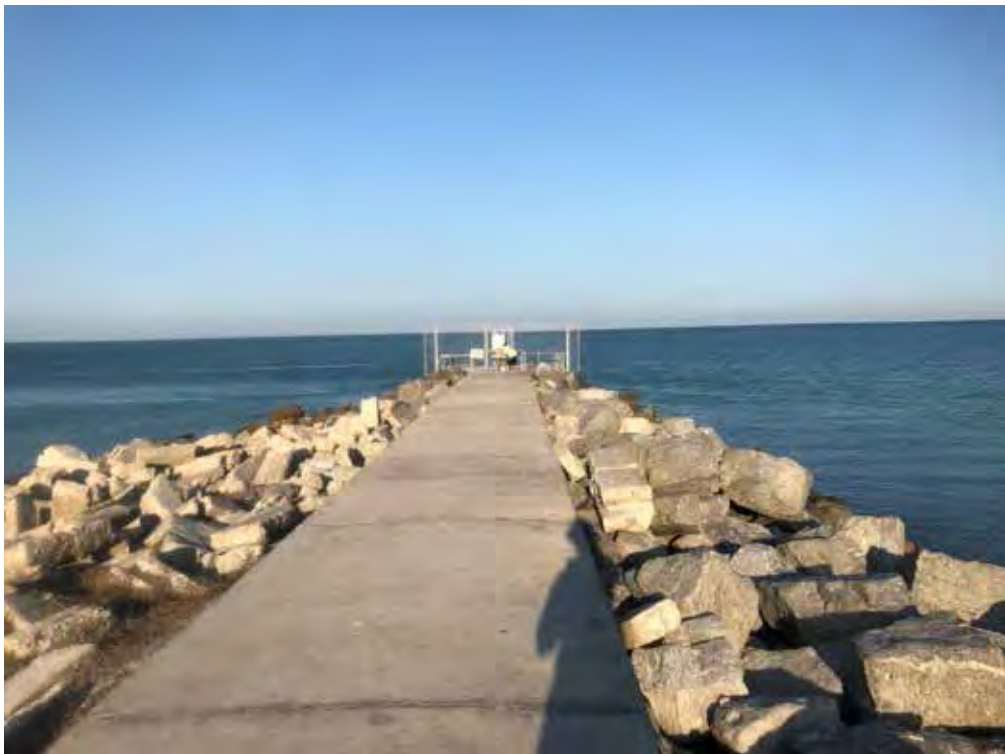
Pier terminus, looking north from in the water.



Pier terminus, looking south from the water.



Typical fouling community on the structure at the water line.



Pier and revetment looking from the east approach



Pedestrian path from the paved parking lot to the fishing pier, with coastal scrub and dune vegetation on either side



Representative coastal scrub and dune vegetation habitat



Representative coastal scrub and dune vegetation habitat



A willet foraging in the intertidal region adjacent to the revetment



Representative submerged rip rap community, dominated by algal coverage



Short spined sea urchin inhabiting sand in between rip rap on south side of pier.



Representative algal cover on pier structure supports.



Representative red rock sponge, encrusting on pier support structures and adjacent submerged rip rap.



Representative red boring sponge, found on submerged rip rap.



Common snook observed between the submerged rip rap and over the fine sand areas



White grunt observed between the submerged rip rap and over the fine sand areas

About Cardno

Cardno is an ASX-200 professional infrastructure and environmental services company, with expertise in the development and improvement of physical and social infrastructure for communities around the world. Cardno's team includes leading professionals who plan, design, manage, and deliver sustainable projects and community programs. Cardno is an international company listed on the Australian Securities Exchange [ASX:CDD].

Cardno Zero Harm

Cardno
ZERO
HARM
EVERY JOB. EVERY DAY.

At Cardno, our primary concern is to develop and maintain safe and healthy conditions for anyone involved at our project worksites. We require full compliance with our Health and Safety Policy Manual and established work procedures and expect the same protocol from our subcontractors. We are committed to achieving our Zero Harm goal by continually improving our safety systems, education, and vigilance at the workplace and in the field. Safety is a Cardno core value and through strong leadership and active employee participation, we seek to implement and reinforce these leading actions on every job, every day.

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

Issue Considered: Ordinance 2020-12: First Reading and Public Hearing of an Ordinance of St. Pete Beach, Florida amending the Land Development Code Division 6, Section 6.25, Mobile food establishment, to modify licensing and permitting requirements of mobile food establishments to ensure consistency with Florida Statutes.

Date: August 11, 2020

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue The Occupational Freedom and Opportunity Act (SB 474 Amendment 891252 [2020]), effective July 1, 2020, preempts the licensing, registration, permitting, and fee-collecting associated with mobile food dispensing vehicles to the state. It also prohibits municipalities from prohibiting the operation of these vehicles within the entirety of their jurisdiction. Staff are proposing these amendments to ensure consistency between the city's existing mobile food truck ordinance and Florida Statutes.

The proposed ordinance amends DIVISION 6 – SUPPLEMENTAL REGULATIONS, to modify Section 6.25, Mobile food establishment. Changes proposed are intended to clarify that licensing and other preemptions are handled by the state. The ordinance also modifies the permitted and conditional uses of the city's downtown and commercial corridor districts to allow for food trucks to operate as a "use-by-right", rather than a conditional use, provided certain standards are met. This ordinance does not propose to permit the operation of food trucks on private property in any area of the city in which they are not already conditionally permitted, nor does it allow for the operation of mobile food trucks along public properties and rights-of-way except in tandem with a special event.

Requested Motion: "I move to approve Ordinance No. 2020-12 on the first reading (read title)."

Attachment: Ordinance No. 2020-12
Staff Report

**Reviewed by the
City Manager:**

AR

Ordinance 2020-12

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE AS IT RELATES TO THE LICENSING AND PERMITTING OF MOBILE FOOD ESTABLISHMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE. AMENDING DIVISION 6 – SUPPLEMENTAL REGULATIONS, SECTION 6.25 – MOBILE FOOD ESTABLISHMENTS, DIVISION 30 – TC-1 TOWN CENTER CORE DISTRICT SECTION 30.2 – PERMITTED USES AND SECTION 30.4 – ALLOWABLE CONDITIONAL USES, DIVISION 32 – CC1 COMMERCIAL CORRIDOR BLIND PASS ROAD DISTRICT, SECTION 32.2 – PERMITTED USES AND SECTION 32.4 ALLOWABLE CONDITIONAL USES, DIVISION 33 – CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT, SECTION 33.2 – PERMITTED USES AND SECTION 33.4 CONDITIONAL USES, DIVISION 37 – TC-2 TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS, SECTION 37.2 – PERMITTED USES AND SECTION 37.5 ALLOWABLE CONDITIONAL USES.

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

WHEREAS, the City Commission of the City of St. Pete Beach has determined that the specified amendments to the Land Development Code are necessary to ensure consistency with Florida Statutes.

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 special event ~~by~~ of the City Commission.
- (c) *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 special event 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).~~
- (d) *Open flame cooking.* Open flame cooking is prohibited; except that such activity may take place if permitted by the city fire marshal.
- (e) *Noise limitations.* Amplified music shall be prohibited; any other sounds from any mobile food truck shall comply with the noise requirements of the city.
- (f) *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.
- (g) *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.
- (h) *Signage.* All signage must comply with the sign section of the Land Development Code. In no case shall "A-frame" signs be permitted.

- (i) *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.
- (j) *Business tax receipt.* A business tax receipt (BTR) shall be required as provided in Article IV, Chapter 78. ~~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.~~
- (kj) *Restroom facility.* 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.
- (lk) *Grease disposal.* Mobile food trucks shall have a current written agreement for the proper disposal of grease, available upon request by the city.
- (ml) *Location.* The vending of products from a 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 mobile food truck on private lands shall be subject to the following conditions:
 - (1) *Private property.* The vending of products from a 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 mobile food truck is prohibited on vacant and unimproved property.
 - (3) *Permission.* A mobile food truck shall have the written permission of the owner of the property on which it is located, available upon request by the city. ~~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. Mobile food trucks may operate at different locations as allowed herein.
 - (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, available upon request from the city.
 - (7) *Access.* A 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.* 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 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.
- ~~(n) *CUP expiration.* The conditional use permit shall automatically expire if the principal business does not hold a valid business tax receipt from the city.~~

Division 30, Sec. 30.2 (Permitted uses) shall be amended as follows:

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the TC-1 Town Center Core District are as follows:

- (a) Financial institutions without drive-through service.
- (b) Government buildings and other public or civic facilities, including parks and recreation facilities and transit stations and stops.
- (c) Office uses.
- (d) Personal service businesses such as barbershops, beauty shops, day spas, tailoring, garment alteration and repair, shoe repair, pet grooming, dry cleaning pick-up and drop-off and other personal service uses similar in character and impact. Body art, bail-bond, check-cashing, and other similar services are prohibited.
- (e) Printing and copying.
- (f) Residential uses as a component of mixed-use development only. Residential uses shall not be allowed on the ground floor level of any structure.
- (g) Eating and drinking establishments - full-service restaurant, limited-service restaurant, take-out only restaurant, bar/lounge, subject to Section 6.24 of this Code as may be applicable.
- (h) Retail uses except automotive sales lots, pawn shops, liquor stores, and tobacco shops.
- (i) Theaters, cinemas and other indoor commercial entertainment facilities.
- (j) Artist studios and art galleries.
- (k) Grocery stores and pharmacies without drive-through service.
- (l) Commercial kitchen.

- (m) Sales, rentals, and/or service of bicycles, mopeds, motorcycles, segways, and scooters;
- (n) Mobile food trucks, subject to the criteria found in Division 6, herein;
- (no) Other commercial uses similar in character, nature and impact to permitted uses listed above.

Division 30, Sec. 30.4 (Allowable conditional uses) shall be amended as follows:

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-1 Town Center Core District are as follows:

- (a) Automotive retail stores and automotive service stations with related services. Such uses shall only be allowed on lots which front directly on 75th Avenue.
- (b) Car washes.
- (c) Commercial developments with a gross square footage of greater than 25,000.
- (d) Convenience stores without the sale of gasoline or other fuels.
- (e) Cigar shops and cigar bars.
- (f) Financial institutions with drive-through service.
- (g) Pharmacies with drive-through service.
- (h) Public or private parking structures.
- (i) Bed and breakfast inns, subject to the following:
 - (1) In addition to any density and intensity which may be allowed, the city shall also establish a reserve of units, not to exceed 50 total temporary lodging units for the entire Town Center Core District, which shall be allocated by ordinance of the city commission upon request of an individual property owner on a first come, first serve basis. Such allocation shall not exceed ten units per acre, or a total of ten units per redevelopment project. The remaining number of available reserve temporary lodging units shall be specified in each city commission ordinance allocating such units and each such ordinance shall provide that no units beyond those remaining available shall be allocated to any subsequent project. This limitation shall be absolute and shall apply regardless of the proposed size or density of the project requesting such allocation.
- ~~(j) Class I mobile food trucks, subject to the criteria found in Division 6, herein.~~

Division 32, Sec. 32.2 (Permitted uses) shall be amended as follows:

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CC1 Commercial Corridor Blind Pass Road are as follows.

- (a) Clinics;
- (b) Clubs, community service establishments;
- (c) Clubs, private;
- (d) Eating and drinking establishments—with or without outdoor seating;
- (e) Financial institutions with and without drive-through service;
- (f) Laundries, self-service;
- (g) Office uses;
- (h) Printing and copying services;
- (i) Retail uses;
- (j) Personal service businesses such as barbershops, beauty shops and salons, day spas, gyms and fitness centers, tailoring, garment alteration and repair, shoe repair, dry cleaning pick-up and drop-off and other personal service uses similar in character and impact;
- (k) Social service agencies;
- (l) Veterinarians; dog grooming facilities;
- (m) Multi-family residential uses as a component of mixed-use development only. Multi-family residential uses shall not be allowed on the ground level of any structure;
- (n) Single-family, detached residential uses (Only on parcels which do not directly abut Blind Pass Road);
- (o) Government buildings and other public facilities, including parks and recreation facilities;
- (p) Artist studios with retail and/or wholesale distribution space for artist's original handmade works, excluding mass produced or manufactured products;
- (q) Public facilities such as schools, public parks and/or recreational facilities;
- (r) Mobile food trucks, subject to the criteria found in Division 6, herein;
- (rs) Other commercial uses similar in character, nature and impact to permitted uses listed above.

Division 32, Sec. 32.4 (Allowable conditional uses) shall be amended as follows:

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC1 Commercial Corridor Blind Pass Road Districts are as follows:

- (a) Automotive rental agencies;

- (b) Automobile services—Repair;
- (c) Automotive service stations, with or without a carwash and/or a convenience store;
- (d) Commercial developments with a gross square footage of greater than 25,000;
- (e) Communication facilities;
- (f) Parking lots, commercial and/or off-premises;
- ~~(g) Class I mobile food trucks, subject to the criteria found in Division 6, herein.~~

Division 33, Sec. 33.2 (Permitted uses) shall be amended as follows:

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CC2 Commercial Corridor Gulf Blvd are as follows:

- (a) Clinics;
- (b) Eating and drinking establishments with or without outdoor seating;
- (c) Financial institutions with or without drive-through service;
- (d) Laundries, self-service;
- (e) Office uses;
- (f) Printing and copying services;
- (g) Retail uses;
- (h) Personal service businesses such as barbershops, beauty shops, tailoring, garment alteration and repair, shoe repair, dry cleaning pick-up and drop-off and other personal service uses similar in character and impact;
- (i) Veterinarians, dog grooming establishments;
- (j) Multi-family residential uses as a component of mixed-use development only. Multi-family residential uses shall not be allowed on the ground level of any structure;
- (k) Artist studios and galleries with retail and/or wholesale distribution space for artist's original handmade works, excluding mass produced or manufactured products;
- (l) Grocery stores, pharmacies, markets;
- (m) Commercial recreation, public parks and/or recreational facilities;
- (n) Sales, rentals, and/or service of bicycles, mopeds, motorcycles, Segways, and scooters;
- (o) Mobile food trucks, subject to the criteria found in Division 6, herein;

- (ep) Other commercial uses similar in character, nature and impact to permitted uses listed above.

Division 33, Sec. 33.4 (Conditional uses) shall be amended as follows:

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC2 Commercial Corridor Gulf Boulevard District are as follows:

- (a) Automotive rental agencies;
- (b) Automobile services—Repair;
- (c) Automotive service stations, with or without a carwash and/or a convenience store;
- (d) Commercial developments with a gross square footage of greater than 25,000;
- (e) Communication facilities;
- (f) Parking lots, commercial and/or off-premises;
- ~~(g) Class I mobile food trucks, subject to the criteria found in Division 6, herein.~~

Division 37, Sec. 37.2 (Permitted uses) shall be amended as follows:

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the TC-2 Town Center Corey Circle and Coquina West Districts are as follows.

- (a) Retail uses except automotive sales lots, pawn shops, liquor stores, and tobacco shops;
- (b) Grocery stores, markets, pharmacies without drive-through service;
- (c) Personal service businesses such as barbershops, beauty shops, salons, day spas, gyms and fitness centers, tailoring, garment alteration and repair, shoe repair, dry cleaning pick-up and drop-off and other personal service uses similar in character and impact. Body art, bail-bond, check-cashing and other similar services are prohibited;
- (d) Eating and drinking establishments - full-service restaurant, limited-service restaurant, bar/lounge, subject to Section 6.24 of this Code as may be applicable;
- (e) Office uses;
- (f) Commercial recreation, public parks and/or recreational facilities;
- (g) Government buildings and other public facilities, including parks and recreation facilities;
- (h) Artist studios and art galleries;

- (i) Multi-family residential only as a component of mixed use. Residential uses are not permitted on the ground floor;
- (j) Vehicle for hire - Limited to rental of non-motorized (bicycles) and individual motorized vehicles such as Segways, mopeds/scooters;
- (k) Class I mobile food trucks, subject to the criteria found in Division 6, herein;
- (kl) Other commercial uses similar in character, nature and impact to permitted uses listed above.

Division 37, Sec. 37.5 (Allowable conditional uses) shall be amended as follows:

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-2 Town Center Corey Circle and Coquina West Districts are as follows:

- (a) Temporary lodging facilities hotel, motel and resort condominium, awarded on a first come, first serve basis, to come from the density pool established in the Comprehensive Plan.
- (b) Commercial developments with a gross square footage of greater than 25,000.
- (c) Commercial kitchen.
- (d) Commercial docks—Classes A, B, C and D.
- (e) Eating and drinking establishment—Take-out only restaurant.
- (f) Vessel for hire (water taxis).
- ~~(g) Class I mobile food trucks, subject to the criteria found in Division 6, herein.~~

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.

PUBLISHED: 07/29/2020

FIRST READING: 08/11/2020

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

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

Alan Johnson, Mayor

I, Ginny Bodkin, Interim 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.

Ginny Bodkin, Interim City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

CITY OF ST. PETE BEACH PLANNING BOARD STAFF REPORT

TO: Planning Board

FROM: Community Development Department Staff

DATE: July 8, 2020

SUBJECT: **Ordinance No. 2020-E** providing for an amendment of Land Development Code (LDC) Division 6, Section 6.25, *Mobile food establishment*, to modify licensing and permitting requirements of mobile food establishments to ensure consistency with Florida Statutes.

BACKGROUND:

The Occupational Freedom and Opportunity Act (SB 474 Amendment 891252 [2020]), effective July 1, 2020, preempts the licensing, registration, permitting, and fee-collecting associated with mobile food dispensing vehicles to the state. It also prohibits municipalities from prohibiting the operation of these vehicles within the entirety of their jurisdiction. Staff are proposing these amendments to ensure consistency between the city's existing mobile food truck ordinance and Florida Statutes.

Ordinance No. 2020-E amends DIVISION 6 – SUPPLEMENTAL REGULATIONS, to modify Section 6.25, *Mobile food establishment*. Changes proposed are intended to clarify that licensing and other preemptions are handled by the state. The ordinance also modifies the permitted and conditional uses of the city's downtown and commercial corridor districts to allow for food trucks to operate as a "use-by-right", rather than a conditional use, provided certain standards are met. This ordinance does not propose to permit the operation of food trucks on private property in any area of the city in which they are not already conditionally permitted, nor does it allow for the operation of mobile food trucks along public properties and rights-of-way except in tandem with a special event.

PLANNING BOARD:

The Planning Board, sitting as the LPA, will review proposed Ordinance 2020-E on July 8, 2020 for consistency with St. Pete Beach's Comprehensive Plan.

CONSISTENCY WITH THE COMPREHENSIVE PLAN – STAFF REVIEW

The City's Comprehensive Plan does not directly regulate Mobile Food Establishments. Staff routinely evaluate upcoming laws to ensure consistency between the city's codes and Florida Statutes. Staff find that the quoted goals and standards in place when the city initially passed its Mobile Food Establishment ordinance are still relevant, specifically:

FUTURE LAND USE 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.

And

Community Redevelopment District general redevelopment guidelines, standards and initiatives

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;

The proposed Ordinance is also consistent with the intent of the Land Development Code and further augments the regulations for supporting the City's business community.

STAFF RECOMMENDATION:

Staff recommends the Planning Board, sitting as the LPA, recommend approval of Ordinance No. 2020-E and find it consistent with the City's Comprehensive Plan as described in the staff report.

Attachment: Draft Ordinance 2020-E

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

Issue Considered: Ordinance 2020-11: Final Reading and Public Hearing of an Ordinance of St. Pete Beach, Florida amending Division 18 – R/OS Recreation/Open Space District regarding the use of the 80th Avenue Street-End from Boca Ciega Drive to the Intracoastal Waterway.

Date: August 11, 2020

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue Within the city there are street ends where it is desirable that the street-end be used for a specific purpose, such as parking, vehicular access, or recreation/open space. These street ends are not dedicated as parks in the subdivision plats in which they were set aside for public use. For owners of property abutting street-ends in which it is desirable that the street-end be made into or remain recreation/open space, the abutting owners may convey to the city the fee title to the underlying street end, waiving any right to vehicular access from the street-end. In return, the city will modify specific land use requirements for the development of said abutting properties.

At the request of the abutting property owners, the city is seeking to re-designate the 80th Avenue east from Boca Ciega Drive to the Intercoastal Waterway street-end from ROS/SE-2, which is a street-end designation primarily reserved for parking and abutting property vehicular access, to ROS/SE-3, which is a street-end designation primarily reserved for recreation/open space. This street-end has been maintained as a park for at least the last decade, with no vehicular access provided for either abutting property owner.

Requested Motion: “I move to approve Ordinance No. 2020-11 on final reading (read title).”

Attachment: Ordinance No. 2020-11

**Reviewed by the
City Manager:**

AR

Ordinance 2020-11

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE TO PROVIDE FOR THE DESIGNATION OF THE STREET-END DESCRIBED AS “80TH AVENUE EAST FROM BOCA CIEGA DRIVE TO THE INTERCOASTAL WATERWAY” FROM THE DESIGNATION OF ROS/SE-2 TO THE DESIGNATION OF ROS/SE-3; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach has numerous street-ends that access the Gulf Beach or Boca Ciega Bay; and

WHEREAS, the Comprehensive Plan states that the City shall continue to maintain the community’s open space; and

WHEREAS, the owners of the properties abutting the 80th Avenue street-end, which runs east from Boca Ciega Drive to the Intercoastal Waterway, have made request to waive any right to vehicular access over the street-end and convey the fee title to the underlying street-end to the city and offered the appropriate documentation to effect such conveyance; and

WHEREAS, the City has agreed on the deed restrictions in the deed of conveyance; and

WHEREAS, the Land Development Code provides for the designation of street-ends as ROS/SE-3, for the purpose of recreation/open space, based on the criteria above;

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 18, Sec. 18.13 (Street-ends designated ROS/SE-2) shall be amended as follows:

The following street-ends have been designated ROS/SE-2 Recreation Open Space/Street-end 2:

Coquina Way east 15 feet to Blind Pass Channel;

~~80th Avenue east from Boca Ciega Drive to the Intracoastal Waterway;~~

83rd Avenue east from Boca Ciega Drive to the Intracoastal Waterway.

Division 18, Sec. 18.17 (Street-ends designated ROS/SE-3) shall be amended as follows:

The following street-ends have been designated ROS/SE-3 Recreation Open Space/Street-end 3:

23rd Avenue west from Sunset Way to the beach;

80th Avenue east from Boca Ciega Drive to the Intracoastal Waterway.

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, Ginny Bodkin, Interim 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.

Ginny Bodkin, Interim City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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

Issue Considered: Resolution 2020-35, approving a quit-claim deed and restrictions for the properties located at 7981 and 8001 Boca Ciega Drive regarding the use of the 80th Avenue Street-End from Boca Ciega Drive to the Intracoastal Waterway.

Date: August 11, 2020

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue Within the city there are street ends where it is desirable that the street-end be used for a specific purpose, such as parking, vehicular access, or recreation/open space. These street ends are not dedicated as parks in the subdivision plats in which they were set aside for public use. For owners of property abutting street-ends in which it is desirable that the street-end be made into or remain recreation/open space, the abutting owners may convey to the city the fee title to the underlying street end, waiving any right to vehicular access from the street-end. In return, the city will modify specific land use requirements for the development of said abutting properties.

At the request of the abutting property owners, the city is seeking to re-designate the 80th Avenue east from Boca Ciega Drive to the Intracoastal Waterway street-end from ROS/SE-2, which is a street-end designation primarily reserved for parking and abutting property vehicular access, to ROS/SE-3, which is a street-end designation primarily reserved for recreation/open space. This street-end has been maintained as a park for at least the last decade, with no vehicular access provided for either abutting property owner.

Requested Motion: "I move to approve Resolution No. 2020-35 (read title)."

Attachment: Resolution 2020-35
Quit Claim Deed 7981 Boca Ciega Dr.
Certificate of Compliance 7981 Boca Ciega Dr.
Quit Claim Deed 8001 Boca Ciega Dr.
Certificate of Compliance 8001 Boca Ciega Dr.
Exhibit A Map
Exhibit "B" Deed Restrictions

**Reviewed by the
City Manager:**

AR

RESOLUTION 2020-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING QUIT-CLAIM DEED AND DEED RESTRICTIONS FROM PHILIP SMITHIES, OWNER OF LOT 1, BLOCK 1, FOURTH BAYSIDE ADDITION BLOCK 2 PARTIAL REPLAT, AS RECORDED IN PLAT BOOK 92, PAGE 14, PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA, AND JANE W HELINGER, TRUSTEE OF THE HELINGER REVOCABLE TRUST, U/T/D OCTOBER 14, 1996, OWNER OF LOT 1, BLOCK 3, BAYSIDE FOURTH ADDITION TO ST. PETERSBURG BEACH, AS RECORDED IN PLAT BOOK 31, PAGE 7, PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach has numerous street-ends that access the Gulf Beach or Boca Ciega Bay; and

WHEREAS, the Comprehensive Plan states that the City shall continue to maintain the community's open space; and

WHEREAS, the owners of the properties abutting the 80th Avenue street-end, which runs east from Boca Ciega Drive to the Intracoastal Waterway, have made request to waive any right to vehicular access over the street-end and convey the fee title to the underlying street-end to the city and offered the appropriate documentation to effect such conveyance; and

WHEREAS, the City has agreed on the deed restrictions in the deed of conveyance; and

WHEREAS, the Land Development Code provides for the designation of street-ends as ROS/SE-3, for the purpose of recreation/open space, based on the criteria above;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

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

SECTION 2. The City Commission hereby approves the following described quit-claim deeds and deed restrictions:

1. Quit-claim deed, from Philip Smithies, owner of Lot 1, Block 1 FOURTH BAYSIDE ADDITION BLOCK 2 PARTIAL REPLAT, recorded in Plat Book 92, Page 14, of the Public Records of Pinellas County, Florida, conveying its right title and interest in 80th Ave – copy of said deed and restrictions attached.

2. Quit-claim deed, from Jane W. Helinger, as Trustee of the HELINGER REVOCABLE TRUST, u/t/d October 14, 1996, owner of Lot 1, Block 3 BAYSIDE FOURTH ADDITION TO ST. PETERSBURG BEACH, recorded in Plat Book 31, Page 7 of the Public Records of Pinellas County, Florida, conveying its right title and interest in 80th Ave – copy of said deed and restrictions attached.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2020.

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

Alan Johnson, Mayor

ATTEST:

Ginny Bodkin, Interim City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Prepared by and return to:
Paul C. Grivas, Esq.
350 Corey Ave.
St. Pete Beach, FL 33706
727-363-6100

Quit Claim Deed

This Quit Claim Deed made this ____ day of February, 2020 between PHILIP SMITHIES, a single man, whose address is 7981 Boca Ciega Drive, St. Pete Beach, Florida 33706, Grantor, and CITY OF ST. PETE BEACH, Pinellas County, in the State of Florida, whose address is 155 Corey Avenue, St. Pete Beach, Florida 33706, Grantee:

Witnesseth, that Grantor is the owner and has fee simple title to the property described as:

Lot 1, Block 1 FOURTH BAYSIDE ADDITION BLOCK 2 PARTIAL REPLAT, according plat thereof recorded in Plat Book 92, Page 14, of the Public Records of Pinellas County, Florida.

And that Grantor does hereby give, subject to the Deed Restrictions Attached as Exhibit "B" and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim, including the right of ingress and egress over and demand which Grantor has in and to the following described non-homesteaded land, situate, lying and being in Pinellas County, Florida to-wit:

Beginning at the northwest corner of Lot 1, Block 1 FOURTH BAYSIDE ADDITION BLOCK 2 PARTIAL REPLAT, according plat thereof recorded in Plat Book 92, Page 14, then approximately 99.5 feet along the border of Lot 1, Block 1 to the shores of Boca Ciega Bay, then north northwest along Boca Ciega Bay to the southeast corner of Lot 1, Block 3 BAYSIDE FOURTH ADDITION TO ST. PETERSBURG BEACH, according to the map or plat thereof recorded in Plat Book 31, Page 7, then approximately 99 feet along the border of Lot 1, Block 3, and then south southeast 60 feet along Boca Ciega Drive to the northwest corner of Lot 1, Block 1.

Such property being graphically depicted on Exhibit "A" attached hereto and made a part hereof.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the date first above written.

PHILIP SMITHIES, Grantor

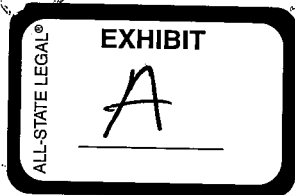
Witness Name:

Witness Name:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of February 2020, by PHILIP SMITHIES, who is personally known to me or has produced _____ as identification.

Notary Public-State of Florida



Hellinger
8001 Boca
Ciega Drive

Property Subject
to Hellinger and
Smithies' Joint
Claim Deeds

Smithies
7981 Boca Ciega
Drive

Exhibit “B”
DEED RESTRICTIONS
(Restrictive Covenant and Use Limitations)

The possession, occupancy and use of the Property shall be subject to and governed by the restrictions and limitations stated below (collectively the “Restrictions”), which Restrictions shall be deemed to run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective assignees and successors in interest and all persons and parties who shall enter upon or come onto the Property:

1. **Permitted Use:** The Property may be occupied and used only for the purposes stated below (herein collectively referred to as the “Permitted Uses”):
 - 1.1 Unimproved open space
 - 1.2 Pedestrian access (ingress and egress) to the intracoastal waterway and the placement, construction and maintenance of improved walkways for such access purposes, including the existing improved and paved pedestrian walkway which does not appear to be within ten (10) feet of the boundary line of either adjacent property (Lot 1, Block 3 BAYSIDE FOURTH ADDITION TO ST. PETERSBURG BEACH, according to the map or plat thereof recorded in Plat Book 31, Page 7 of the Public Records of Pinellas County, Florida and Lot 1, Block 1 FOURTH BAYSIDE ADDITION BLOCK 2 PARTIAL REPLAT, according plat thereof recorded in Plat Book 92, Page 14, of the Public Records of Pinellas County, Florida) (herein referred to as the “Residential Buffer Areas”). The Residential Buffer Areas shall not be used for pedestrian access by the placement, construction and maintenance of improved walkways; and
 - 1.3 The placement and maintenance by Grantee of indigenous (native) plants, trees and landscaping elements.
 - 1.4 Subject to the approval of the Grantee, the Grantor may install and maintain a landscape buffer within the Residential Buffer Areas, which area shall not be used by the Grantee for any of the permitted uses authorized by the Deed Restrictions. In the event that the Grantor installs an approved landscape buffer, it shall be maintained by the Grantor at the same standard established by the City for the maintenance of other landscaped areas within public street-ends. Whether Grantor meets the standard of maintenance for the landscaped buffer shall be at the discretion of the City manager. If Grantor fails to meet the standard of maintenance, upon thirty (30) day written notice of deficiency and Grantor’s failure to remedy the deficiency, the City may remove the landscape buffer and replace it with landscaping that is deemed appropriate to meet the use established for this street-end.
 - 1.5 The placement and maintenance by Grantor of a stone walkway from Grantor’s lot to the existing beach access.

2. **Prohibited Use:** All uses and activities not specifically permitted pursuant to Section 1 shall be prohibited upon the Property, including but not limited to:
 - 2.1 Any operation or parking of motor vehicles, except temporary operation of motor vehicles by employees or designees of the City of St. Pete Beach for maintenance purposes;
 - 2.2 No portion of the Property shall be paved, except that Grantee shall be permitted to construct and maintain an improved walkway for pedestrian use for access to the beach, provided that such walkway shall not be placed within the Residential Buffer Areas. Grantee may continue to maintain those portions of the existing pedestrian walkway, if any, that encroach into the Residential Buffer Areas;
 - 2.3 No buildings, structures or other improvements shall be constructed or otherwise placed upon the Property, unless first approved, in writing by the owners of record of both of the adjacent properties;
3. **Maintenance:** The Property shall be maintained in a reasonably good and clean condition, free from accumulation of litter and debris.
4. **Temporary Use Reservation:** Grantor reserves and shall have the right to temporary use of such portion of the Property as may be reasonably required for the delivery and application of materials, labor and services during construction of a single family home, with related amenities and improvements, upon either of the adjacent properties, subject to and conditioned on the following requirements being fully satisfied: 1) Grantor shall not cause or permit any damage to the Property which shall not be corrected, in a timely manner, at Grantor's expenses; and 2) Grantor shall not cause or permit any disturbance of sand dunes or existing indigenous (native) vegetation in violation of any environmental protection law, ordinance or regulation; and 3) Grantor shall not cause or permit any use of the Property which would violate any ordinance of the City of St. Pete Beach. The term of the temporary use reservation shall be eighteen (18) months commencing on the date Grantee receives written notice from Grantor.
5. **Enforcement:** All Restrictions stated herein shall bind the successors in interest to the parties.

Philip Smithies

Witness:

Jane W. Hellinger, as Trustee

Witness:



CERTIFICATE OF COMPLIANCE WITH ROS/SE-3 REQUIREMENTS

This is to certify that the property located at 7981 Boca Ciega Dr and described as: Lot 1, Block 1 FOURTH BAYSIDE ADDITION BLOCK 2 PARTIAL REPLAT, according plat thereof recorded in Plat Book 92, page 14, of the Public Records of Pinellas County, has complied with all requirements of the City of St. Pete Beach for the designation of the 80th Avenue east from Boca Ciega Drive to the Intracoastal Waterway street end to ROS/SE-3 Recreation Open Space/Street End-3 District.

In consideration of the above, the owner of the property, and all his successors and assigns, will be granted the following additional Development Rights under Section 18.19 of the Land Development Code which replace any requirements in conflict herewith.

Sec. 18.19. - Regulations pertaining to properties abutting street-ends designated ROS/SE-3.

At the time the street-end abutting owner conveys the fee title to the underlying street-end, the city manager shall issue a certificate of compliance which shall be recorded in the property file on the property. The development rights granted hereunder shall run with the land.

Except as otherwise provided in this section, residential development or use of properties abutting street-ends designated ROS/SE-3 shall comply with the district requirements applicable to the property. Special regulations specific to such properties are as follows:

- (a) The maximum land coverage by structure, as stated in the district regulations, shall not be applicable; however, the development shall provide a minimum of 30 percent of the lot area as green space. Such green space shall be in addition to any part of the lot or property west of the St. Pete Beach Coastal Construction Line.
- (b) The minimum side yard setback from the property line abutting an ROS/SE-3 street-end that terminates at the Gulf of Mexico beach shall be two feet.
- (c) The minimum side yard setback from the property line abutting an ROS/SE-3 street-end that terminates at Boca Ciega Bay or Blind Pass Channel shall be two feet.
- (d) One bay window not to exceed 20 feet in width shall be allowed to project up to two feet into the side yard setback adjacent to the ROS/SE-3 street-end, but in no case shall such window project over the property line. Such bay window shall not be permitted to extend below the required finished floor elevation of the structure.
- (e) Fences up to six feet in height shall be permitted along the entire property line adjacent to the ROS/SE-3 district except within the front yard.

Date

City Manager

Prepared by and return to:
Paul C. Grivas, Esq.
350 Corey Ave.
St. Pete Beach, FL 33706
727-363-6100

Quit Claim Deed

This Quit Claim Deed made this ____ day of February, 2020 between JANE W. HELINGER, as Trustee of the HELINGER REVOCABLE TRUST, u/t/d October 14, 1996, whose address is 8001 Boca Ciega Drive, St. Pete Beach, Florida 33706, Grantor, and CITY OF ST. PETE BEACH, Pinellas County, in the State of Florida, whose address is 155 Corey Avenue, St. Pete Beach, Florida 33706, Grantee:

Witnesseth, that Grantor is the owner and has fee simple title to the property described as:

Lot 1, Block 3 BAYSIDE FOURTH ADDITION TO ST. PETERSBURG BEACH, according to the map or plat thereof recorded in Plat Book 31, Page 7.

And that Grantor does hereby give, subject to the Deed Restrictions Attached as Exhibit "B" and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim, including the right of ingress and egress over and demand which Grantor has in and to the following described non-homesteaded land, situate, lying and being in Pinellas County, Florida to-wit:

Beginning at the northwest corner of Lot 1, Block 1 FOURTH BAYSIDE ADDITION BLOCK 2 PARTIAL REPLAT, according plat thereof recorded in Plat Book 92, Page 14, then approximately 99.5 feet along the border of Lot 1, Block 1 to the shores of Boca Ciega Bay, then north northwest along Boca Ciega Bay to the southeast corner of Lot 1, Block 3 BAYSIDE FOURTH ADDITION TO ST. PETERSBURG BEACH, according to the map or plat thereof recorded in Plat Book 31, Page 7, then approximately 99 feet along the border of Lot 1, Block 3, and then south southeast 60 feet along Boca Ciega Drive to the northwest corner of Lot 1, Block 1.

Such property being graphically depicted on Exhibit "A" attached hereto and made a part hereof.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the date first above written.

JANE W. HELINGER, as Trustee, Grantor

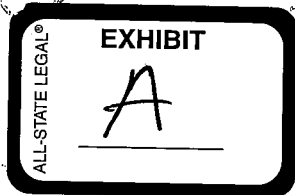
Witness Name:

Witness Name:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of February 2020, by JANE W. HELINGER, who is personally known to me or has produced _____ as identification.

Notary Public-State of Florida



Hellinger
8001 Boca
Ciega Drive

Property Subject
to Hellinger and
Smithies' Joint
Claim Deeds

Smithies
7981 Boca Ciega
Drive

Exhibit “B”
DEED RESTRICTIONS
(Restrictive Covenant and Use Limitations)

The possession, occupancy and use of the Property shall be subject to and governed by the restrictions and limitations stated below (collectively the “Restrictions”), which Restrictions shall be deemed to run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective assignees and successors in interest and all persons and parties who shall enter upon or come onto the Property:

1. **Permitted Use:** The Property may be occupied and used only for the purposes stated below (herein collectively referred to as the “Permitted Uses”):
 - 1.1 Unimproved open space
 - 1.2 Pedestrian access (ingress and egress) to the intracoastal waterway and the placement, construction and maintenance of improved walkways for such access purposes, including the existing improved and paved pedestrian walkway which does not appear to be within ten (10) feet of the boundary line of either adjacent property (Lot 1, Block 3 BAYSIDE FOURTH ADDITION TO ST. PETERSBURG BEACH, according to the map or plat thereof recorded in Plat Book 31, Page 7 of the Public Records of Pinellas County, Florida and Lot 1, Block 1 FOURTH BAYSIDE ADDITION BLOCK 2 PARTIAL REPLAT, according plat thereof recorded in Plat Book 92, Page 14, of the Public Records of Pinellas County, Florida) (herein referred to as the “Residential Buffer Areas”). The Residential Buffer Areas shall not be used for pedestrian access by the placement, construction and maintenance of improved walkways; and
 - 1.3 The placement and maintenance by Grantee of indigenous (native) plants, trees and landscaping elements.
 - 1.4 Subject to the approval of the Grantee, the Grantor may install and maintain a landscape buffer within the Residential Buffer Areas, which area shall not be used by the Grantee for any of the permitted uses authorized by the Deed Restrictions. In the event that the Grantor installs an approved landscape buffer, it shall be maintained by the Grantor at the same standard established by the City for the maintenance of other landscaped areas within public street-ends. Whether Grantor meets the standard of maintenance for the landscaped buffer shall be at the discretion of the City manager. If Grantor fails to meet the standard of maintenance, upon thirty (30) day written notice of deficiency and Grantor’s failure to remedy the deficiency, the City may remove the landscape buffer and replace it with landscaping that is deemed appropriate to meet the use established for this street-end.
 - 1.5 The placement and maintenance by Grantor of a stone walkway from Grantor’s lot to the existing beach access.

2. **Prohibited Use:** All uses and activities not specifically permitted pursuant to Section 1 shall be prohibited upon the Property, including but not limited to:
 - 2.1 Any operation or parking of motor vehicles, except temporary operation of motor vehicles by employees or designees of the City of St. Pete Beach for maintenance purposes;
 - 2.2 No portion of the Property shall be paved, except that Grantee shall be permitted to construct and maintain an improved walkway for pedestrian use for access to the beach, provided that such walkway shall not be placed within the Residential Buffer Areas. Grantee may continue to maintain those portions of the existing pedestrian walkway, if any, that encroach into the Residential Buffer Areas;
 - 2.3 No buildings, structures or other improvements shall be constructed or otherwise placed upon the Property, unless first approved, in writing by the owners of record of both of the adjacent properties;
3. **Maintenance:** The Property shall be maintained in a reasonably good and clean condition, free from accumulation of litter and debris.
4. **Temporary Use Reservation:** Grantor reserves and shall have the right to temporary use of such portion of the Property as may be reasonably required for the delivery and application of materials, labor and services during construction of a single family home, with related amenities and improvements, upon either of the adjacent properties, subject to and conditioned on the following requirements being fully satisfied: 1) Grantor shall not cause or permit any damage to the Property which shall not be corrected, in a timely manner, at Grantor's expenses; and 2) Grantor shall not cause or permit any disturbance of sand dunes or existing indigenous (native) vegetation in violation of any environmental protection law, ordinance or regulation; and 3) Grantor shall not cause or permit any use of the Property which would violate any ordinance of the City of St. Pete Beach. The term of the temporary use reservation shall be eighteen (18) months commencing on the date Grantee receives written notice from Grantor.
5. **Enforcement:** All Restrictions stated herein shall bind the successors in interest to the parties.

Philip Smithies

Witness:

Jane W. Hellinger, as Trustee

Witness:



CERTIFICATE OF COMPLIANCE WITH ROS/SE-3 REQUIREMENTS

This is to certify that the property located at 8001 Boca Ciega Dr and described as: Lot 1, Block 3 BAYSIDE FOURTH ADDITION TO ST. PETERSBURG BEACH according to the map or plat thereof recorded in Plat Book 31, Page 7, has complied with all requirements of the City of St. Pete Beach for the designation of the 80th Avenue east from Boca Ciega Drive to the Intercoastal Waterway street end to ROS/SE-3 Recreation Open Space/Street End-3 District.

In consideration of the above, the owner of the property, and all his successors and assigns, will be granted the following additional Development Rights under Section 18.19 of the Land Development Code which replace any requirements in conflict herewith.

Sec. 18.19. - Regulations pertaining to properties abutting street-ends designated ROS/SE-3.

At the time the street-end abutting owner conveys the fee title to the underlying street-end, the city manager shall issue a certificate of compliance which shall be recorded in the property file on the property. The development rights granted hereunder shall run with the land.

Except as otherwise provided in this section, residential development or use of properties abutting street-ends designated ROS/SE-3 shall comply with the district requirements applicable to the property. Special regulations specific to such properties are as follows:

- (a) The maximum land coverage by structure, as stated in the district regulations, shall not be applicable; however, the development shall provide a minimum of 30 percent of the lot area as green space. Such green space shall be in addition to any part of the lot or property west of the St. Pete Beach Coastal Construction Line.
- (b) The minimum side yard setback from the property line abutting an ROS/SE-3 street-end that terminates at the Gulf of Mexico beach shall be two feet.
- (c) The minimum side yard setback from the property line abutting an ROS/SE-3 street-end that terminates at Boca Ciega Bay or Blind Pass Channel shall be two feet.
- (d) One bay window not to exceed 20 feet in width shall be allowed to project up to two feet into the side yard setback adjacent to the ROS/SE-3 street-end, but in no case shall such window project over the property line. Such bay window shall not be permitted to extend below the required finished floor elevation of the structure.
- (e) Fences up to six feet in height shall be permitted along the entire property line adjacent to the ROS/SE-3 district except within the front yard.

Date

City Manager

RESOLUTION 2020-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING AND CONFIRMING THE DECLARATION PROCLAIMING A STATE OF LOCAL EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19).

WHEREAS, the COVID-19 has the potential for causing a serious public health risk to the citizens and visitors of the City of St. Pete Beach; and

WHEREAS, on March 9, 2020, Florida Governor, Ron DeSantis issued executive order 20-52 ("Emergency Management COVID-19 Public Health Emergency"), followed by numerous additional Executive Orders (collectively "Executive Orders") allowing in part for the suspension of formalities and procedures of political subdivisions of the state articulated under Chapter 252.38, Florida Statutes; and

WHEREAS, on March 13, 2020, Pinellas County commissioners unanimously approved a local state of emergency, followed by additional approvals ("County Declarations"), that delegates authority to the county administrator, allowing him to take measures to keep residents safe and help mitigate and contain the spread of COVID-19; and

WHEREAS, Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by Mayor Alan Johnson on March 16, 2020, and thereafter has been renewed in seven (7) day increments in accordance with state law (Exhibit "A"); and

WHEREAS, in accordance with Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances, the City Commission desires to renew its confirmation of the Mayor's proclamation dated August 11, 2020 (Exhibit "B") declaring a state of local emergency, which shall remain in effect for seven (7) days from the date of the proclamation; and

WHEREAS, the City Commission desires to authorize the City Manager, through this resolution confirming the Mayor's renewed proclamation, to take any and all legal, appropriate and reasonable measures, described in more detail below, to protect the public health, safety and welfare of the citizens, city employees and visitors of the City of St. Pete Beach, Florida to help mitigate and contain the spread of COVID-19.

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

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

Section Two: COVID-19 poses a serious threat to the residents of the City of St. Pete Beach and the Mayor's renewed proclamation declaring a State of Local Emergency executed on August 11, 2020 is necessary and is hereby confirmed and shall be in effect for all territory within the corporate boundaries of the City of St. Pete Beach for seven (7) days in accordance with state law and the City's code of ordinances.

Section Three: The City Commission authorizes the City Manager of the City of St. Pete Beach to take any and all legal, appropriate and reasonable measures ("Emergency Measures") to protect the public health, safety and welfare of the citizens, city employees and visitors of the City of St. Pete Beach, Florida to help mitigate and contain the spread of COVID-19, including but not limited to the actions listed in

- a) Sec. 34-38, St. Pete Beach Code of Ordinance;
- b) 252.38, Florida Statute; and
- c) Resolution 2020-13, as amended.

Section Four: Such Emergency Measures entrusted to the City Manager include the duties and responsibilities required of him by the City's charter, code, and other laws, policies, rules, and regulations.

BE IT FURTHER RESOLVED THAT the enforcement of the provisions of this Resolution and the associated proclamation shall be in effect until terminated or expiration in accordance with State law.

Passed this 11th day of August 2020 by the City Commission of the City of St. Pete Beach, Florida.

Alan Johnson, Mayor

ATTEST:

Ginny Bodkin, Interim City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



**RENEWED PROCLAMATION
DECLARING STATE OF LOCAL EMERGENCY
August 11, 2020**

WHEREAS, the COVID-19 has the potential for causing a serious public health risk to the citizens and visitors of the City of St. Pete Beach; and

WHEREAS, on March 9, 2020, Florida Governor, Ron DeSantis issued executive order 20-52 ("Emergency Management COVID-19 Public Health Emergency"), followed by numerous additional Executive Orders (collectively "Executive Orders") allowing in part for the suspension of formalities and procedures of political subdivisions of the state articulated under section 252.38, Florida Statutes; and

WHEREAS, on March 13, 2020, Pinellas County commissioners unanimously approved a local state of emergency, followed by additional approvals ("County Declarations"), that delegates authority to the county administrator, allowing him to take measures to keep residents safe and help mitigate and contain the spread of COVID-19; and

WHEREAS, Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by the undersigned on March 16, 2020, was confirmed by the City Commission by Resolution Number 2020-07, and successively renewed as the State of Local Emergency every seven (7) days thereafter, and is in effect for seven (7) days in accordance with state law; and

WHEREAS, even though both the Governor of the State of Florida and the Pinellas Board of County Commissioners have issued orders and initiated Phase Two of a gradual reopening for normal activities; there remains a necessity for emergency directives in the city; and

WHEREAS, in accordance with Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances, I desire to renew the proclamation declaring a state of local emergency, which shall be submitted to the City Commission for confirmation.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, Florida do hereby proclaim a State of Local Emergency shall be declared, effective immediately, for all territory within the corporate boundaries of the City of St. Pete Beach.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Chapter 252.38(2), Florida Statutes.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of emergency ordinances, actions, policies, rules and procedures, pursuant to the City Code of Ordinances, Article II, Emergency Management, shall be in effect until the termination of the local State of Emergency or seven (7) calendar days from the date of this proclamation, whichever comes first. The City Manager is hereby ordered to take whatever lawful and prudent actions necessary to protect the health, safety, and welfare of the community, including but not limited to the actions listed in Sec. 34-38, St. Pete Beach Code of Ordinance, Sec. 252.38, Florida Statutes, and any other actions later expressed by the City Commission by resolution confirming this proclamation.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of The City of St. Pete Beach, Florida to be affixed this 11th day of August 2020.

Alan Johnson, Mayor

Robert Stambaugh
4110 Belle Vista Drive
St. Pete Beach, FL 33706

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

Re: John Edward "Ted" Stambaugh & Althea Stambaugh

Dear Commissions:

This information is being provided to you as a request that the City of St. Pete Beach recognize a dedicated husband and wife team that was instrumental in the development of St. Pete Beach.

Several years ago, Ted Stambaugh was honored by our city when the new police station was dedicated in his name. With the demolition of the police station, we would ask the city council to find another way of honoring his name.

I would also ask that his wife, Althea Stambaugh, be considered in the dedication, as they were truly a team that love and were dedicated to our special island community.

John Edward "Ted" Stambaugh was born in Bradford Pa in 1918 and moved to Gulfport, Fl at the age of seven.

He graduated from St Petersburg High School and then from Louisiana State University where he participated in ROTC and was President of Phi Delta Theta Fraternity.

He married Althea Fuller in 1942 and served in WWII where he was an Ensign on a patrol craft and later assigned to Admiral Bill "Bull" Halsey's staff.

He returned to St. Pete Beach in 1946 and built Surfside Cabanas. During the next 40 years, he and his wife owned on St. Pete Beach a number of beach businesses including lodging, gift shops, ice cream stand, laundromat as well as worked as a realtor and owned and operated two shopping centers (Corey Landings and Bayside Shops).

Ted was Vice President of Ripley's Believe or Not and owned and operated the London Wax Museum on St. Pete Beach. He also participated in building museums in Niagara Falls, San Francisco, New York City and Blackpool England,

Ted's local involvement included the following; City of St. Pete Beach First Police Commissioner, Mayor and Commissioner of St. Pete Beach City Commission, First President of the St. Pete Beach Chamber of Commerce, Member of the Mason Organization, Volunteer Fireman, Council for City Consolidation Long

Key, Committee for new and replacement bridges, President of Gulf Beach Civitan Club, Chairmen of the Hurricane Classic, Council of 100 (Advisory Board to the County Commission), Founding Member of the Tourism Development Council, Little League Manager and assisted Sheriff Don Jenong in establishing the "Florida Boys Ranch".

Sally Yoder from the Gulf Beaches Historical Museum was quoted in saying "that if there was a committee, Ted was on it".

Althea Stambaugh, Ted's devoted wife for over 50 years, also was heavily involved in civic service. Althea served on the St Pete Beach Library Board, St Pete Beach Women's Club, Meals on Wheels South County coordinator, Cub Scot Den Mother, Master Gardener, and member of the St. Pete Beach Garden Club, St Petersburg Times contributor and Gulf Beaches Elementary P.T.A.

I am so proud of my parents' accomplishments but none more than the commitment that my parents had to raising five children on St. Pete Beach.

Thank you in advance for your time and consideration of this request.

Sincerely,



Rob Stambaugh
4110 Belle Vista Drive
St. Pete Beach, FL 33706
727-455-3875