

TAB 2

POINT PAPER

DISCUSSION REGARDING SEAWALL AT TERRA CEIA AND STORMWATER RATE MITIGATION APRIL 21, 2008

PROBLEM: The CDD at Terra Ceia has advised the City of Palmetto that their seawall is in need of repair and that they are interested in applying for a mitigation credit with regard to their stormwater rates.

BACKGROUND: On several occasions, the CDD at Terra Ceia has requested the City's participation in the repair of their seawall. The City has, to date, not identified funding for this project.

Additionally, since the completion of the stormwater rate mitigation policy, Terra Ceia has requested that the City provide them with stormwater rate credit and an agreement with regard to the assignment of responsibilities for stormwater system maintenance.

ALTERNATIVES:

- 1 – Authorize staff to calculate and negotiate an agreement with regard to the CDD's stormwater fees, and a cost-sharing agreement for the repair of the seawall.
- 2 – Authorize the funding of the repair of the seawall by the City of Palmetto and the negotiation of stormwater mitigation credits.
- 3 – Do nothing at this time.

RECOMMENDATION:

Staff recommends discussion regarding these matters, and proposes negotiation of a stormwater mitigation credit and a cost-sharing of the improvement to the seawall (estimates attached).

BUDGET IMPACT: As determined by City Commission's directives.

DUNCAN

SEAWALL, DOCK & BOAT LIFT, LLC

2253 Industrial Blvd. Sarasota, FL 34234

April 11, 2008

Mr. Duane Kinn
City of Palmetto Public Works Department
Via Email: dkinn@palmettofl.org

Re: Palms of Terra Ceia

Dear Mr. Kinn:

Thank you for considering Duncan Seawall, Dock and Boat Lift for your proposed retaining wall. Duncan Seawall has been in business since 1979 and has maintained an excellent reputation for quality workmanship. Our proposal is as follows:

Duncan Seawall, Dock and Boat Lift will supply and install 140' of Shore Guard brand, Series 525 engineered vinyl sheet panels. The panels will measure 2' x 12' and will have 8" corrugations in each panel. The panels will be placed along the existing bank as required. The panels will be jetted into the ground approximately 50% of their length or to impassable rock or debris. Shore Guard brand engineered vinyl sheet piling has a 50-year limited warranty not to rot, rust, corrode, crack or peel. Shore Guard panels are UV resistant and are impervious to salt water, sun damage, and marine borers.

The wall will be supported by (18) 5/8" x 14' galvanized tieback rods (spaced approximately every 8'). Each tieback rod will connect the wall and cap to an independent concrete base buried in the yard.

The (18) independent concrete bases will be a minimum of 12" x 24" x 40" in size and will be constructed of 3,000 P.S.I. concrete with (7) pieces of #5 steel rebar added for strength.

The wall would then be finished with a 4" x 6" front plate, 2" x 6" back plate, with a 2" x 14" top plate. All wood will be .40 C.C.A. pressure treated timbers.

The wall would then be backfilled with up to 120 cubic yards of fill dirt as well as the leftover fill from the tieback holes and left for re-sodding and re-landscaping by others. Owner is responsible for disconnecting and reconnecting all electric, water and/or sprinkler lines at the seawall as needed.

For the Cost of: \$45,642.00

Price quoted does not include any permitting costs. Customer is responsible for obtaining any and all necessary permits.

Established 1979

Fully Licensed, Insured & Bonded

(941) 351-1553 • Fax (941) 351-3378 • www.duncanseawall.com

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Kinn

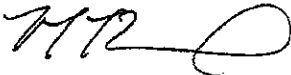
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All materials and workmanship are guaranteed to be as specified and the above work performed in a professional manner with a 10% down payment and 90% *due upon completion* of the above stated work.

This contract incorporates Florida Statute 713.015 relating to Florida construction lien laws as attached. In the event of default of contract, the prevailing party is entitled to receive reasonable and customary court costs, attorney fees, and appellate fees, if any, in relation to the enforcement of contract. Interest will accrue at 18% per annum on all accounts not paid within (10) days of project completion.

Respectfully submitted,



Mark Liebel
Owner/ Vice President

NOTE: Duncan Seawall may withdraw this proposal if not accepted within (30) days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Duncan Seawall Dock and Boat Lift is authorized to do the work as specified above. Payment will be made as outlined in this proposal.

Signature: _____ Date: _____

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