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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, April 26, 2016
6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. **Presentation - Legislative Report by Representative Kathleen Peters**
2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Authorization to approve special event application and street closure for the St. Pete Beach 5K Series scheduled for June 24, July 22, and August 19, 2016. Closures would be 9th Ave from Gulf Way to Pass-a-Grille Way from 4-9:30pm.**

- b. Authorize the City Manager to approve a change order to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project in the amount of \$17,712.96.**
- c. Approval of retaining special counsel - Lewis, Longman & Walker, P.A.- to assist the City on pension issues on an “as needed” basis.**

5. Action Items

- a. Approval to retain special counsel - Dickinson & Gibbons, P.A. - for professional malpractice action against the law firm of Bryant Miller & Olive, P.A.**
- b. Authorization for the City Manager to sign the Fireworks Display Agreement with Pyrotechnico for the 4th of July fireworks in the amount of \$25,000.00.**
- c. Authorize the City Manager to accept a proposal from Certus Builders, Inc. in the amount of \$53,830.50 for concrete sidewalk and curb replacement.**

6. Ordinances – No items submitted at this time.

7. Resolutions

- a. Resolution 2016-06: a resolution of the City of St. Pete Beach declaring surplus certain city owned office furniture and equipment and authorizing the City Manager to dispose of same in the manner required by law.**

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

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

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

- a. FY2016 2nd Quarter Department Reports**

11. Adjournment

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

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

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

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

Issue Considered: Authorization to approve special event application and street closure for the St. Pete Beach 5K Series scheduled for June 24, July 22, August 19, 2016. Closures would be 9th Ave from Gulf Way to Pass-a-Grille Way from 4-9:30pm.

Date: April 26, 2016

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: This event includes health and fitness vendors, 5K on the beach, awards and post party on Pass-a-Grille Park. The event requests that 9th Avenue be closed from Pass-a-Grille Way to Gulf Way from 4-9:30pm on June 24, July 22 and August 19, 2016. Alcohol would be restricted to the enclosed area on 9th Ave. Street closures and alcohol consumption on public street need the approval by commission.

Funding: This was an approved co-sponsored event in the amount of \$2310 (\$1500 EMS and \$810 Off-Duty)

Requested Motion: "I move to approve the special event application and street closure for the St. Pete Beach 5K Series scheduled for June 24, July 22, August 19, 2016. Closures would be 9th Ave from Gulf Way to Pass-a-Grille Way from 4-9:30pm.

Attachments: Event application and map

**Reviewed by
City Manager** WS



City of St. Pete Beach Recreation
Department

Event Application

Applicant

Name of Applicant: Barbara Childs Title (if applicable): Race Director

Name of Organization (if applicable): ST. PETE ROAD RUNNERS

Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation

Mailing Address: 2400 Feather Sound Dr. Apt 326 33762

Cell Phone: 813-414-3634 Email: communication@SPRR.org

Event Information

Event Title: St. Pete Beach 5K SERIES Event/Organization Web Address: WWW.SPRR.ORG

Event Location(s): the Hurricane Restaurant, Pass-A-Grille Park, the beach

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>6/24/16</u>	<u>Friday Evening</u>	<u>7:00 pm</u>	<u>8:30 pm</u>
<u>7/22/16</u>	<u>Friday Evening</u>	<u>7:00 pm</u>	<u>8:30 pm</u>
<u>8/19/16</u>	<u>Friday Evening</u>	<u>7:00 pm</u>	<u>8:30 pm</u>

Set Up Date(s): 6/ 7/ 8/ Time(s) 4:00 pm to 7:00 pm

Clean up Date(s): 6/ 7/ 8/ Time(s) 9:00 pm to 10:00 pm

Description of Event: 5K RUN on the Beach

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 6/24; 7/22; 8/19

Event Logistics

Estimated Attendance 300 EACH EVENT SAME
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: 5K RUN; HEALTH & FITNESS SPONSORS; PRE + POST RACE EXERCISES; AWARDS & POST-PARTY

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

BUFFET PROVIDED BY the HURRICANE; DONATED BEER

Will alcohol be served or sold? ☒ Served ☐ Sold ☐ No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) TBA
RACE INSURANCE AVAILABLE FROM USA TRACK & FIELD

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map)
TRUCK TO DRIVE ON BEACH + DELIVER 1x6' TABLE and water for Runners; TABLE &
BATTERY OPERATED CLOCK AT the START/FINISH LINE ON BEACH BEHIND PASS-A-GRILLE PARK
All the above require a temporary structure permit. Cost for each is \$25. @ 9th Ave & GULF WAY

Entertainment (Detail type, bands, DJs, dancers, clowns, etc.) 6-8 10'x10' TENT/CANOPIES on 9th Ave
for Fitness Sponsors; DJ/Microphone announcer for awards

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 5:00pm - 8:00pm

Electricity Needed ☒ Yes ☐ No Source: WILL SUPPLY Generator for DJ if necessary

Will portable restrooms be used? ☒ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)
How Many? Size: Installation Date: Removal Date:

Please list any admission charges, donations, parking, registration or other fees and how much?
RACE ENTRY FEE IS \$25

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
<u>9th AVE</u>	<u>GULF WAY</u>	<u>PASS A GRILLE WAY</u>	<u>6/24</u>	<u>4:00pm - 9:30pm</u>
<u>9th AVE</u>	<u>GULF WAY</u>	<u>PASS A GRILLE WAY</u>	<u>7/22</u>	<u>4:00pm - 9:30pm</u>
<u>9th AVE</u>	<u>GULF WAY</u>	<u>PASS A GRILLE WAY</u>	<u>8/19</u>	<u>4:00pm - 9:30pm</u>

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department within the City of St. Pete Beach may result in a denial of my request.

Barbara Childs
Print Name

Signature

ST PETE ROAD RUNNERS
Corporation Name (if applicable)

Date



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8013943241C-8	11/30/2012	11/30/2017	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ST PETE ROAD RUNNERS INC
2400 FEATHER SOUND DR APT 326
CLEARWATER FL 33762-3089

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name**Florida Non Profit Corporation

ST. PETE ROAD RUNNERS, INC.

Filing Information

Document Number	N07000002673
FE/EIN Number	208765029
Date Filed	03/14/2007
State	FL
Status	ACTIVE

Principal Address4316 44th Street South
St. Petersburg, FL 33711

Changed: 01/28/2013

Mailing AddressPO BOX 14516
ST PETERSBURG, FL 33733

Changed: 08/28/2007

Registered Agent Name & AddressLinkovich, Vicki
4316 44th Street South
St. Petersburg, FL 33711

Name Changed: 01/28/2013

Address Changed: 01/28/2013

Officer/Director Detail**Name & Address**

Title President

Herring, Ginger
PO BOX 14516
ST PETERSBURG, FL 33733

Title VP

Hehn, Donnamarie

PO BOX 14516
ST PETERSBURG, FL 33733

Title Treasurer

Linkovich, Vicki
4316 44th Street South
St. Petersburg, FL 33711

Title Secretary

MATTHEWS, KAREN
PO BOX 14516
ST PETERSBURG, FL 33733

Annual Reports

Report Year	Filed Date
2012	04/27/2012
2013	01/28/2013
2014	01/07/2014

Document Images

01/07/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
04/27/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
03/01/2010 -- ANNUAL REPORT	View image in PDF format
04/06/2009 -- ANNUAL REPORT	View image in PDF format
04/17/2008 -- ANNUAL REPORT	View image in PDF format
03/14/2007 -- Domestic Non-Profit	View image in PDF format

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State of Florida, Department of State

St. Pete Road Runners
2016 Summer Beach 5K Series at Pass-A-Grille Park & the
Hurricane Restaurant

Friday, *June 24*, 7:00 p.m. race start

Friday, *July 22* 7:00 p.m. race start

Friday, *Aug 19*, 7:00 p.m. race start

Traffic & Parking Plan

Use existing street parking. Close 9th Avenue between Gulf Way and Pass A Grille Way from 4:00 p.m. until 9:30 p.m. on each race evening.

Safety Plan

EMS. The alley behind the Hurricane running from 8th Avenue to 9th Avenue will not be blocked, allowing for passage of emergency vehicles.

Certificate of Insurance

To be furnished by USA Track and Field when site is approved.

Day of Event Contact

Barbara Childs - 813-414-3634
Frank Adornato - 908-595-9300

Tax Exempt Documentation and Non-Profit Documentation are attached

Site Map

Please see the attached site map. Service of alcohol will be restricted within the bounds of the temporary fencing stretching from the porch of the Hurricane on 9th Avenue, across 9th Avenue and into part of Pass-A-Grille Park, not interfering with sidewalks or the bus shelter.

NORTH

10th Avenue

SITE MAP - ST PETE ROADRUNNERS
BEACH 5K SERIES
PASS-A-GRILLE PARK & the HURRICANE
RESTAURANT, ST. PETE BEACH

PARADISE
GRILLE

GULF WAY

GULF
WAY

BARRICADE TO CLOSE 9TH AVE

VENDOR/
SPONSOR
TEENTS
(# TBA)

BEACH

DI

BUFFET ON PORCH

HURRICANE

ALL WAY

HURRICANE
PARKING
LOT

← TEMPORARY FENCING WILL BE USED
TO CONTAIN ALCOHOLIC BEVERAGES

9TH AVE

← [P] = PORTABLE TOILETS

PASS-A-GRILLE
PARK

SITELAND BOARD

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

Issue Considered: Authorize the City Manager to approve a change order to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project in the amount of \$17,712.96.

Date: April 26, 2016

Prepared By: Mike Clarke, Public Services Director

Summary of Issue: While preparing to construct the previously designed stormwater outfall at the east end of Cabrillo Avenue, Nelson Construction encountered a previously unidentified 16 inch water main which was running along the seawall at this location. The unanticipated location of this water main created a substantial conflict with the proposed location of the stormwater outfall, creating the need to redesign several components of the infrastructure in this area, including a new baffle box design, additional and relocated storm pipe, and supplemental water pipe support.

The attached change order summarizes the costs associated with the design modifications summarized above, as well as the cost associated with investigating the unidentified water line and the delays which resulted.

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

Requested Motion: “I move to authorize the City Manager to approve a change order to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project in the amount of \$17,712.96.”

Attachments: Change Order #5

**Reviewed by
City Manager:** WS



CHANGE ORDER NO. 5

PROJECT IDENTIFICATION:

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

CONTRACTOR: David Nelson Construction Company

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

The Contract is changed as follows:

- *CABRILLO OUTFALL CONFLICT WITH 16" POTABLE WATER – In order to avoid conflict with the existing 16" potable water main running in front of the seawall at Cabrillo St. East, the changes shall be made as described in Nelson's price proposal dated 04/01/2016, attached hereto and made a part hereof. Five additional calendar days.*

\$ 17,712.96

Total Addition to Contract Sum

\$ 17,712.96

Contract Sum with prior approved Change Orders was:

\$ 9,931,980.57

The Contract Sum will be increased by this Change Order
for the items described above in the amount of:

\$ 17,712.96

The new Contract Sum, including this Change Order, will be:

\$ 9,949,693.53

The Contract Time will be changed as follows:

+ 5 days

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of 5 calendar days to the Contract Time.

CHANGE ORDER NO. 5

OWNER/CITY:

CONTRACTOR:

By: _____

By: _____

Name: Wayne Saunders

Name: _____

Title: City Manager, St. Pete Beach

Title: _____

Date: _____

Date: _____



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: April 1, 2016

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

Re: **CABRILLO OUTFALL CONFLICT WITH 16" POTABLE WATER (BASED ON REVISED DRAWINGS PROVIDED 02/11/2016)**

Attached is the price and time proposal for the changes associated with the Cabrillo outfall conflict with the 16" potable water main in front of the sea wall. This proposal is based on the schedule of values provided in our original bid as much as possible.

There are a few items that require clarification:

1. Our bond costs were included in our schedule of values under the Mobilization line item, so we are including a Mobilization item of 1% of the subtotal to cover our changed bond costs.
2. A new line item was created to cover the investigatory work performed to provide the engineer of record the asbuilt information he needed to provide the solution to the conflict.
3. Two new line items were created for the installation of 30" RCP and 24"x38" ERCP by prorating the pricing of 24" RCP and 19"x30" ERCP, which were part of the original bid.
4. The P-7 manhole has a revised quantity of 1.5 to cover the cost of modifying the existing storm structure SW-CAB-16. The pipe going into the west side of this structure has changed from two 24" pipes to one 24"x38" pipe, so the existing box will have to be cut and modified. Also since the invert on this structure has dropped, the top of the manhole will have to be bricked to match the existing ground.
5. A new line item was created to cover the cost of crossing and supporting the 16" potable water main with the 24"x38" ERCP.
6. Some items have changed since the initial change pricing we provided on 01/07/2016.
 - a. Storm structure SW-CAB-15 and associated piping was removed, and has now been added back
 - b. The piping from SW-CAB-15 is now entering the baffle box on the other side, meaning the existing hole in the side of the baffle box has to be bricked closed, and a new hole has to be cored.
 - c. SW-CAB-15 and the baffle box are both being lowered, which means the top of both structures will have to be bricked. For the baffle box this means that a second set of rings will have to be purchased and installed, since the first set was cast into the existing baffle box top.
7. Some of the quantities in this pricing differ slightly from the latest revised drawings put together by CPWG based on asbuilt field conditions and the skew of the pipes.

I am available to meet with you should further explanation be necessary.

Sincerely,

David Nelson Construction Co.

CGC012229

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

www.nelson-construction.com

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

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

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

(BASED ON REVISED DRAWINGS PROVIDED 02/11/2016)

NET CHANGE: \$17,712.96

A Item No.	B Spec No.	C Description of Work	D Quantity	E Unit	F Unit Price	G Scheduled Value	PCF 43 (BASED ON REVISED DRAWINGS PROVIDED 02/11/2016) CABRILLO OUTFALL CONFLICT WITH 16" POTABLE WATER			
		BASE BID					QUANTITIES	ORIGINAL	REVISED	VALUE
							ORIGINAL	REVISED	ORIGINAL	REVISED
		General								NET +/-
1	101-1	MOBILIZATION (4.5%) 1% OF SUBTOTAL FOR CHANGE IN BOND	1	LS	\$ 540,000.00	\$ 540,000.00			\$ -	\$ -
2	102-2	MAINTENANCE OF TRAFFIC (4.5%)	570	ED	\$ 963.16	\$ 549,000.00			\$ -	\$ -
3	104-11	FLOATING TURBIDITY BARRIER	1,100	LF	\$ 10.00	\$ 11,000.00			\$ -	\$ 500.00
4	104-12	STAKED TURBIDITY BARRIER - NYLON REINFORCED PVC	13,700	LF	\$ 1.75	\$ 23,975.00			\$ -	\$ -
5	110-1-1	CLEARING AND GRUBBING	1	LS	\$ 800,000.00	\$ 800,000.00			\$ -	\$ -
6	SP-1	AS-BUILT PLANS	1	LS	\$ 7,500.00	\$ 7,500.00			\$ -	\$ -
7	SP-2	INDEMNIFICATION	1	LS	\$ 100.00	\$ 100.00			\$ -	\$ -
8	SP-3	SURVEY CONTROL	1	LS	\$ 75,000.00	\$ 75,000.00			\$ -	\$ -
		SUB-TOTAL				\$ 2,006,575.00			\$ -	\$ 500.00
		Roadway								
9	110-4	REMOVAL OF EXISTING CONCRETE (SIDEWALK & CURB)	6,582	SY	\$ 12.00	\$ 78,984.00			\$ -	\$ -
10	120-1	REGULAR EXCAVATION	7,400	CY	\$ 25.00	\$ 185,000.00			\$ -	\$ -
	120-2-2	BORROW EXCAVATION, TRUCK MEASURE	0	CY	\$ 20.00				\$ -	\$ -
11	160-4	TYPE B STABILIZATION	22,163	SY	\$ 11.25	\$ 249,333.75			\$ -	\$ -
12	285-708	OPTIONAL BASE GROUP 06	17,290	SY	\$ 22.00	\$ 380,380.00			\$ -	\$ -
	327-70-2	MILLING EXISTING ASPHALT PAVEMENT, 3.5" AVERAGE	0	SY	\$ 15.00				\$ -	\$ -
13	334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	2,814	TN	\$ 140.00	\$ 393,960.00	9.00	20.00	\$ 1,260.00	\$ 2,800.00
14	SP-4	SHELL PAVEMENT (9-INCHES THICK)	1,470	SY	\$ 35.00	\$ 51,450.00			\$ -	\$ -
		SUB-TOTAL				\$ 1,339,107.75			\$ 1,260.00	\$ 2,800.00
		Stormwater and Curbing								
15	400-95-2	COFFERDAM	11	EA	\$ 48,750.00	\$ 536,250.00			\$ -	\$ -
16	425-1-20	INLETS TYPE 9	102	EA	\$ 3,000.00	\$ 306,000.00			\$ -	\$ -
17	425-1-523	INLETS DBI TYPE C	7	EA	\$ 3,140.00	\$ 21,980.00			\$ -	\$ -
18	425-1-549	INLETS DBI TYPE D (MODIFIED)	1	EA	\$ 4,100.00	\$ 4,100.00			\$ -	\$ -
19	425-1-711	INLETS TYPE V, 10'	26	EA	\$ 3,670.00	\$ 95,420.00			\$ -	\$ -
20	425-2-41	MANHOLES P-7, < 10'	12	EA	\$ 2,440.00	\$ 29,280.00	1.00	1.50	\$ 2,440.00	\$ 3,660.00
21	425-2-71	MANHOLES J-7, < 10'	12	EA	\$ 4,310.00	\$ 51,720.00			\$ -	\$ -
22	425-10	YARD DRAIN, 12" HDPE	27	EA	\$ 1,300.00	\$ 35,100.00			\$ -	\$ -
23	425-3-81	JUNCTION BOX, SPECIAL, < 10', BAFFLE BOXES	12	EA	\$ 37,500.00	\$ 450,000.00	1.00	1.07	\$ 37,500.00	\$ 40,125.00
		CABRILLO OUTFALL CONFLICT INVESTIGATION NEW!!!!	0	LS	\$ 2,110.21	\$ -	-	1.00	\$ -	\$ 2,110.21
24	430-175-112	PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, 12 HDPE	255	LF	\$ 60.00	\$ 15,300.00			\$ -	\$ -
25	430-175-115	PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, 15" RCP	70	LF	\$ 67.00	\$ 4,690.00			\$ -	\$ -
26	430-175-115	PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, 15" HDPE	302	LF	\$ 67.00	\$ 20,234.00	34.00	77.00	\$ 2,278.00	\$ 5,159.00
27	430-173-218	PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, 18" EQUIVALENT FOR 18"	245	LF	\$ 80.00	\$ 19,600.00			\$ -	\$ -
28	430-175-124	PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, 24" RCP	1,660	LF	\$ 81.00	\$ 134,460.00	82.00	120.00	\$ 6,642.00	\$ 9,720.00
29	430-175-224	PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, ELLIPTICAL EQUIVALENT FOR 24"	4,622	LF	\$ 96.00	\$ 443,712.00			\$ -	\$ -
		PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, 30" RCP NEW!!!!	0	LF	\$ 115.00	\$ -	94.00	60.00	\$ 10,810.00	\$ 6,900.00
		PIPE CULBERT OPTIONAL MATERIAL, GUTTER DRAIN, 24"x38" ERCP NEW!!!!	0	LF	\$ 140.00	\$ -	-	40.00	\$ -	\$ 5,600.00
30	436-1-1	TRENCH DRAIN, 6"-12"	14	LF	\$ 200.00	\$ 2,800.00			\$ -	\$ -
31	430-830	PIPE FILLING AND PLUGGING	7	CY	\$ 150.00	\$ 1,050.00			\$ -	\$ -
32	1055-11-274	UTILITY FITTINGS, HDPE, CLEANOUT 15"	5	EA	\$ 1,670.00	\$ 8,350.00			\$ -	\$ -
33	SP-4	SEAWALL REPAIR	11	EA	\$ 1,490.00	\$ 16,390.00			\$ -	\$ -
34	519-78	BOLLARDS	168	EA	\$ 300.00	\$ 50,400.00			\$ -	\$ -
35	520-1-10	CONCRETE CURB AND GUTTER, TYPE F	10,208	LF	\$ 20.00	\$ 204,160.00			\$ -	\$ -
36	520-2-4	CONCRETE CURB TYPE D	469	LF	\$ 20.00	\$ 9,380.00			\$ -	\$ -
	520-3	CONCRETE VALLEY GUTTER	0	LF	\$ 35.00				\$ -	\$ -
37	520-2-5	CONCRETE RIBBON CURB	425	LF	\$ 20.00	\$ 8,500.00			\$ -	\$ -
38	522-1A	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	4,417	SY	\$ 32.00	\$ 141,344.00			\$ -	\$ -
39	522-1B	CONCRETE SIDEWALK AT ADA RAMP, 4"	273	SY	\$ 60.00	\$ 16,380.00			\$ -	\$ -
	522-1C	STAMPED CONCRETE SIDEWALK AND DRIVEWAYS, 4"	0	SY	\$ 70.00				\$ -	\$ -
40	522-2A	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	2,363	SY	\$ 45.00	\$ 106,335.00			\$ -	\$ -
	522-2B	STAMPED CONCRETE SIDEWALK AND DRIVEWAYS, 6"	0	SY	\$ 85.00				\$ -	\$ -
41	526-1-1	PAVERS, ARCHITECTURAL	301	SY	\$ 118.00	\$ 35,518.00			\$ -	\$ -
42	527-2	DETECTABLE WARNINGS	2,449	SF	\$ 25.00	\$ 61,225.00			\$ -	\$ -

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

(BASED ON REVISED DRAWINGS PROVIDED 02/11/2016)

NET CHANGE: \$17,712.96

A Item No.	B Spec No.	C Description of Work	D Quantity	E Unit	F Unit Price	G Scheduled Value	PCF 43 (BASED ON REVISED DRAWINGS PROVIDED 02/11/2016) CABRILLO OUTFALL CONFLICT WITH 16" POTABLE WATER				
							QUANTITIES		VALUE		
BASE BID							ORIGINAL	REVISED	ORIGINAL	REVISED	NET +/-
43	SP-5	MANATTE PROTECTION BARRIERS	11	EA	\$ 5,860.00	\$ 64,460.00			\$ -	\$ -	\$ -
44	SP-6	CONCRETE WHEEL STOPS	9	EA	\$ 75.00	\$ 675.00			\$ -	\$ -	\$ -
45	SP-7	DEWATER FOR STORMWATER	1	LS	\$ 3,150.00	\$ 3,150.00			\$ -	\$ -	\$ -
		SUB-TOTAL				\$ 2,897,963.00			\$ 59,670.00	\$ 73,274.21	\$ 13,604.21
		Landscaping									
46	570-1-2	PERFORMANCE TURF, SOD	9,000	SY	\$ 4.75	\$ 42,750.00	150.00	375.00	\$ 712.50	\$ 1,781.25	\$ 1,068.75
47	580-4-447	LANDSCAPE-PALMS, WASHINGTONIA ROBUSTA, 25' TO 30' CT	292	EA	\$ 2,500.00	\$ 730,000.00			\$ -	\$ -	\$ -
		SUB-TOTAL				\$ 772,750.00			\$ 712.50	\$ 1,781.25	\$ 1,068.75
		Wastewater									
48	1050-11-222	18-INCH C900 PVC (GRAVITY)	3,673	LF	\$ 140.00	\$ 514,220.00			\$ -	\$ -	\$ -
49	1050-11-222	15-INCH C900 PVC (GRAVITY)	73	LF	\$ 130.00	\$ 9,490.00			\$ -	\$ -	\$ -
50	1050-11-222	10-INCH C900 PVC (GRAVITY)	387	LF	\$ 110.00	\$ 42,570.00			\$ -	\$ -	\$ -
51	1050-11-222	8-INCH C900 PVC (GRAVITY)	830	LF	\$ 80.00	\$ 66,400.00			\$ -	\$ -	\$ -
52	1050-11-222	8-INCH C900 PVC (FORCE MAIN)	52	LF	\$ 75.00	\$ 3,900.00			\$ -	\$ -	\$ -
53	1050-11-222	6-INCH C900 PVC (FORCE MAIN)	336	LF	\$ 72.00	\$ 24,192.00			\$ -	\$ -	\$ -
54	SP-8	18-INCH FERNCO ADAPTER	1	EA	\$ 2,000.00	\$ 2,000.00			\$ -	\$ -	\$ -
55	SP-9	10-INCH FERNCO ADAPTER	3	EA	\$ 1,200.00	\$ 3,600.00			\$ -	\$ -	\$ -
56	SP-10	8-INCH FERNCO ADAPTER	8	EA	\$ 800.00	\$ 6,400.00			\$ -	\$ -	\$ -
57	1060-12-12	MANHOLES (WASTEWATER)	24	EA	\$ 6,500.00	\$ 156,000.00			\$ -	\$ -	\$ -
58	SP-11	LATERALS WITH NEW CLEANOUT	60	EA	\$ 4,000.00	\$ 240,000.00			\$ -	\$ -	\$ -
59	SP-12	REMOVE EXISTING MANHOLES	21	EA	\$ 747.00	\$ 15,687.00			\$ -	\$ -	\$ -
60	SP-13	REMOVE EXISTING 16" VCP	1	LS	\$ 350,000.00	\$ 350,000.00			\$ -	\$ -	\$ -
61	SP-14	DEWATERING FOR WASTEWATER	1	LS	\$ 5,000.00	\$ 5,000.00			\$ -	\$ -	\$ -
		SUB-TOTAL				\$ 1,439,459.00			\$ -	\$ -	\$ -
		Reclaimed									
62	1050-11-424	UTILITY PIPE, F&I, DI, RECLAIMED WATER, 16"	4,200	LF	\$ 88.00	\$ 369,600.00			\$ -	\$ -	\$ -
63	SP-15	REMOVE EXISTING 16" DI - INCLUDING DISCONNECT, CUT AND PLUG EXISTING LINE	3,980	LF	\$ 21.00	\$ 83,580.00			\$ -	\$ -	\$ -
64	1080-11-23	UTILITY FIXTURES, F&I, 4" SLEEVE CONNECTION	5	EA	\$ 3,400.00	\$ 17,000.00			\$ -	\$ -	\$ -
65	1080-11-24A	UTILITY FIXTURES, F&I, 4", RESILIENT WEDGE GATE VALVE AND BOX	5	EA	\$ 1,650.00	\$ 8,250.00			\$ -	\$ -	\$ -
66	1080-11-33A	UTILITY FIXTURES, F&I, 6", SLEEVE CONNECTION	1	EA	\$ 3,650.00	\$ 3,650.00			\$ -	\$ -	\$ -
67	1080-11-34A	UTILITY FIXTURES, F&I, 6", RESILIENT WEDGE GATE VALVE AND BOX	1	EA	\$ 1,750.00	\$ 1,750.00			\$ -	\$ -	\$ -
	1080-11-43B	UTILITY FIXTURES, F&I, 16", TAPPING SADDLE	0	EA	\$ 4,500.00				\$ -	\$ -	\$ -
68	1080-11-43A	UTILITY FIXTURES, F&I, 10" SLEEVE CONNECTION	6	EA	\$ 5,000.00	\$ 30,000.00			\$ -	\$ -	\$ -
69	1080-11-44A	UTILITY FIXTURES, F&I, 10", RESILIENT WEDGE GATE VALVE AND BOX	6	EA	\$ 2,550.00	\$ 15,300.00			\$ -	\$ -	\$ -
70	1080-11-43C	UTILITY FIXTURES, F&I, 16", SLEEVE, VALVE AND BOX	2	EA	\$ 12,300.00	\$ 24,600.00			\$ -	\$ -	\$ -
71	1080-11-44B	UTILITY FIXTURES, F&I, 16", RESILIENT WEDGE GATE VALVE ASSEMBLY	4	EA	\$ 5,750.00	\$ 23,000.00			\$ -	\$ -	\$ -
72	SP-16	4-INCH DI OFFSET	7	EA	\$ 2,950.00	\$ 20,650.00			\$ -	\$ -	\$ -
73	SP-17	SERVICE LINES	55	EA	\$ 1,900.00	\$ 104,500.00			\$ -	\$ -	\$ -
74	SP-18	DEWATERING FOR RECLAIMED WATER	1	LS	\$ 2,650.00	\$ 2,650.00			\$ -	\$ -	\$ -
	SP-28	2" RESTRAINED JOINTS	0	EA	\$ 350.00				\$ -	\$ -	\$ -
	SP-29	4" RESTRAINED JOINTS	0	EA	\$ 450.00				\$ -	\$ -	\$ -
	SP-30	6" RESTRAINED JOINTS	0	EA	\$ 550.00				\$ -	\$ -	\$ -
	SP-31	8" RESTRAINED JOINTS	0	EA	\$ 600.00				\$ -	\$ -	\$ -
	SP-32	10" RESTRAINED JOINTS	0	EA	\$ 650.00				\$ -	\$ -	\$ -
75	SP-33	16" RESTRAINED JOINTS	74	EA	\$ 550.00	\$ 40,700.00			\$ -	\$ -	\$ -
	SP-34	2" CONCRETE DEAD MAN	0	EA	\$ 1,200.00				\$ -	\$ -	\$ -
	SP-35	4" CONCRETE DEAD MAN	0	EA	\$ 1,300.00				\$ -	\$ -	\$ -
	SP-36	6" CONCRETE DEAD MAN	0	EA	\$ 1,500.00				\$ -	\$ -	\$ -
	SP-37	8" CONCRETE DEAD MAN	0	EA	\$ 1,600.00				\$ -	\$ -	\$ -
	SP-38	10" CONCRETE DEAD MAN	0	EA	\$ 1,800.00				\$ -	\$ -	\$ -
76	SP-39	16" CONCRETE DEAD MAN	2	EA	\$ 1,510.00	\$ 3,020.00			\$ -	\$ -	\$ -
77	SP-40	RECLAIMED WATER METER BOXES	55	EA	\$ 310.00	\$ 17,050.00			\$ -	\$ -	\$ -
78	SP-41	TEMPORARY TIE-INS FOR MOT PHASES	3	EA	\$ 15,800.00	\$ 47,400.00			\$ -	\$ -	\$ -

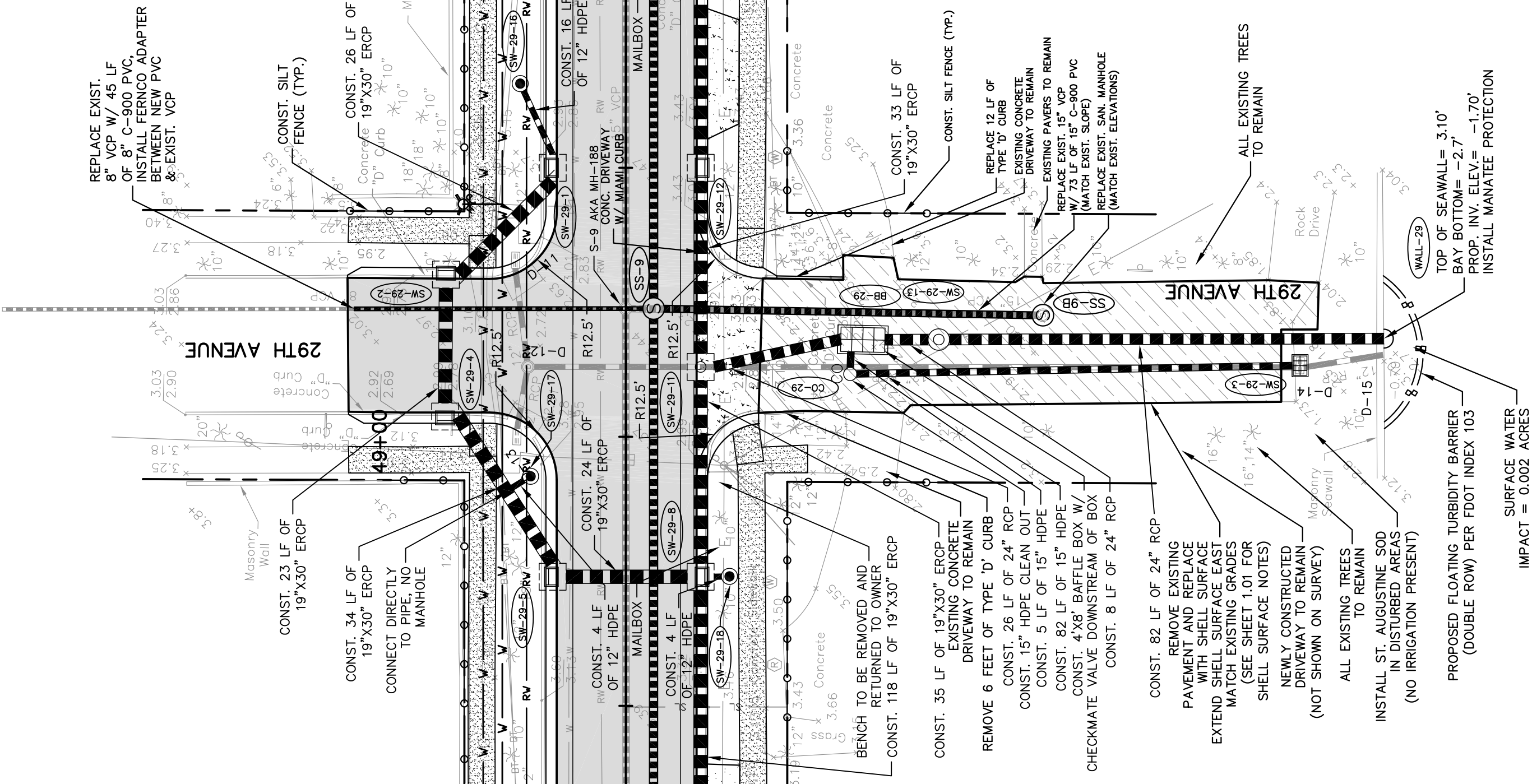
Reconstruction of Pass A Grille Way from 19th Avenue to W. Maritana Drive
Job Number 985

(BASED ON REVISED DRAWINGS PROVIDED 02/11/2016)

NET CHANGE: \$17,712.96

A Item No.	B Spec No.	C Description of Work	D Quantity	E Unit	F Unit Price	G Scheduled Value	PCF 43 (BASED ON REVISED DRAWINGS PROVIDED 02/11/2016) CABRILLO OUTFALL CONFLICT WITH 16" POTABLE WATER				
							QUANTITIES		VALUE		
		BASE BID					ORIGINAL	REVISED	ORIGINAL	REVISED	NET +/-
		Utility Conduits									
105	630-2-11	CONDUIT, F&I, OPEN TRENCH	12,675	LF	\$ 60.00	\$ 760,500.00			\$ -	\$ -	\$ -
106	630-2-11A	1-2" (TRAFFIC SIGNAL)	40	LF	\$ 3.20	\$ 128.00			\$ -	\$ -	\$ -
107	630-2-11B	1-2" (LIGHTING / DUKE)	9,550	LF	\$ 3.20	\$ 30,560.00			\$ -	\$ -	\$ -
108	630-2-11C	1-2" (BRIGHTHOUSE)	23,115	LF	\$ 3.75	\$ 86,681.25			\$ -	\$ -	\$ -
109	630-2-11D	1-2" (CITY)	12,602	LF	\$ 3.80	\$ 47,887.60			\$ -	\$ -	\$ -
110	630-2-11E	1-4" (DUKE)	23,108	LF	\$ 5.65	\$ 130,560.20			\$ -	\$ -	\$ -
111	630-2-11F	1-4" (VERIZON)	2,614	LF	\$ 6.45	\$ 16,860.30			\$ -	\$ -	\$ -
112	630-2-11G	1-4" (CITY)	12,602	LF	\$ 5.75	\$ 72,461.50			\$ -	\$ -	\$ -
113	630-2-11H	1-6" (DUKE)	17,268	FL	\$ 8.20	\$ 141,597.60			\$ -	\$ -	\$ -
114	SP-27	CONNECT DUKE, BRIGHTHOUSE AND VERIZION TO HOUSES	56	EA	\$ 15,000.00	\$ 840,000.00			\$ -	\$ -	\$ -
		SUB-TOTAL				\$ 2,127,236.45			\$ -	\$ -	\$ -
		Traffic Signal									
115	632-7-2	SIGNAL CABLE, REPAIR	235	LF	\$ 8.30	\$ 1,950.50			\$ -	\$ -	\$ -
116	646-1-11	ALUMINUM SIGNALS POLE, F&I, PEDESTAL	2	EA	\$ 1,775.00	\$ 3,550.00			\$ -	\$ -	\$ -
117	649-40	STEEL MAST ARM ASSEMBLY - RECOATING, COMPLETE POLE ASSEMBLY, BLACK	4	EA	\$ 3,000.00	\$ 12,000.00			\$ -	\$ -	\$ -
118	653-1-12	PEDESTRIAN SIGNAL, F&I, 2 WAY LED COUNTDOWN	2	AS	\$ 1,500.00	\$ 3,000.00			\$ -	\$ -	\$ -
119	660-4-10	VEHICLE DETECTION SYSTEM - VIDEO, F&I, COMPLETE SYSTEM	4	EA	\$ 10,000.00	\$ 40,000.00			\$ -	\$ -	\$ -
120	665-1-11	PEDESTRIAN DETECTOR, F&I, STANDARD	4	EA	\$ 900.00	\$ 3,600.00			\$ -	\$ -	\$ -
121	670-5-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	1	AS	\$ 1,500.00	\$ 1,500.00			\$ -	\$ -	\$ -
	690-20	SIGNAL PEDESTRIAN ASSEMBLY, REMOVE	0	EA	\$ 500.00				\$ -	\$ -	\$ -
	690-90	REMOVE CONDUIT AND CABLING	0	PI	\$ 750.00				\$ -	\$ -	\$ -
	690-100	SIGNAL EQUIPMENT, MISCELLANEOUS REMOVE	0	PI	\$ 750.00				\$ -	\$ -	\$ -
		SUB-TOTAL				\$ 65,600.50			\$ -	\$ -	\$ -
		Striping									
122	700-1-11	SINGLE POST SIGN, F&I, UP TO 12 SF (PED CROSSING)	4	AS	\$ 350.00	\$ 1,400.00			\$ -	\$ -	\$ -
123	700-1-11	SINGLE POST SIGN, F&I, UP TO 12 SF (STOP SIGN)	9	AS	\$ 300.00	\$ 2,700.00			\$ -	\$ -	\$ -
124	700-1-50	SINGLE POST SIGN, RELOCATE	18	EA	\$ 200.00	\$ 3,600.00			\$ -	\$ -	\$ -
125	700-1-60	SINGLE POST SIGN, REMOVE	15	EA	\$ 15.00	\$ 225.00			\$ -	\$ -	\$ -
126	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS, Y/Y	207	EA	\$ 4.50	\$ 931.50			\$ -	\$ -	\$ -
127	711-11-10X	THERMOPLASTIC PAVEMENT MARKINGS, STD, WHITE, 4" SOLID LONGITUDINAL (PARKING SPOT)	500	LF	\$ 2.00	\$ 1,000.00			\$ -	\$ -	\$ -
128	711-11-101	THERMOPLASTIC PAVEMENT MARKINGS, STD, WHITE, 6" SOLID LONGITUDINAL	7,625	LF	\$ 1.00	\$ 7,625.00			\$ -	\$ -	\$ -
129	711-11-103	THERMOPLASTIC PAVEMENT MARKINGS, STD, WHITE, 12" SOLID LONGITUDINAL	298	LF	\$ 2.00	\$ 596.00			\$ -	\$ -	\$ -
130	711-11-105	THERMOPLASTIC PAVEMENT MARKINGS, STD, WHITE, 24" SOLID LONGITUDINAL	200	LF	\$ 3.50	\$ 700.00			\$ -	\$ -	\$ -
131	711-11-151	THERMOPLASTIC PAVEMENT MARKINGS, STD, WHITE, 6" DOTTED/GUIDELINES, 2-4 SKIP	424	LF	\$ 1.50	\$ 636.00			\$ -	\$ -	\$ -
132	711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE (NO PARKING)	6	EA	\$ 135.00	\$ 810.00			\$ -	\$ -	\$ -
133	711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE (BIKE)	12	EA	\$ 220.00	\$ 2,640.00			\$ -	\$ -	\$ -
134	711-11-170	THERMOPLASTIC, STD, WHITE, ARROW	2	EA	\$ 75.00	\$ 150.00			\$ -	\$ -	\$ -
135	711-11-201	THERMOPLASTIC PAVEMENT MARKINGS, STD, YELLOW, 6" SOLID LONGITUDINAL	8,231	LF	\$ 1.00	\$ 8,231.00			\$ -	\$ -	\$ -
136	711-11-201	THERMOPLASTIC PAVEMENT MARKINGS, STD, YELLOW, 6" SOLID LONGITUDINAL DIAGONAL	270	LF	\$ 2.00	\$ 540.00			\$ -	\$ -	\$ -
		SUB-TOTAL				\$ 31,784.50			\$ -	\$ -	\$ -
		Total Base Bid				\$ 13,570,956.20					

NOTES:
1. SEE SHEETS 2.01-2.10 FOR ADDITIONAL INFORMATION.



PLAN SHEETS PROVIDED IN EMAIL FROM
JEFF EARHART DATED 02/11/2016

JOB No.	PACW	DESIGNED	JE	DRAWN	LKS	CHECKED	JE	DATE	BY	APP	REVISION



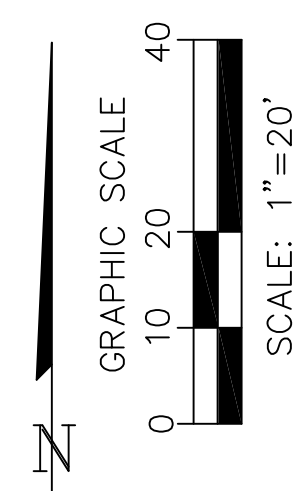
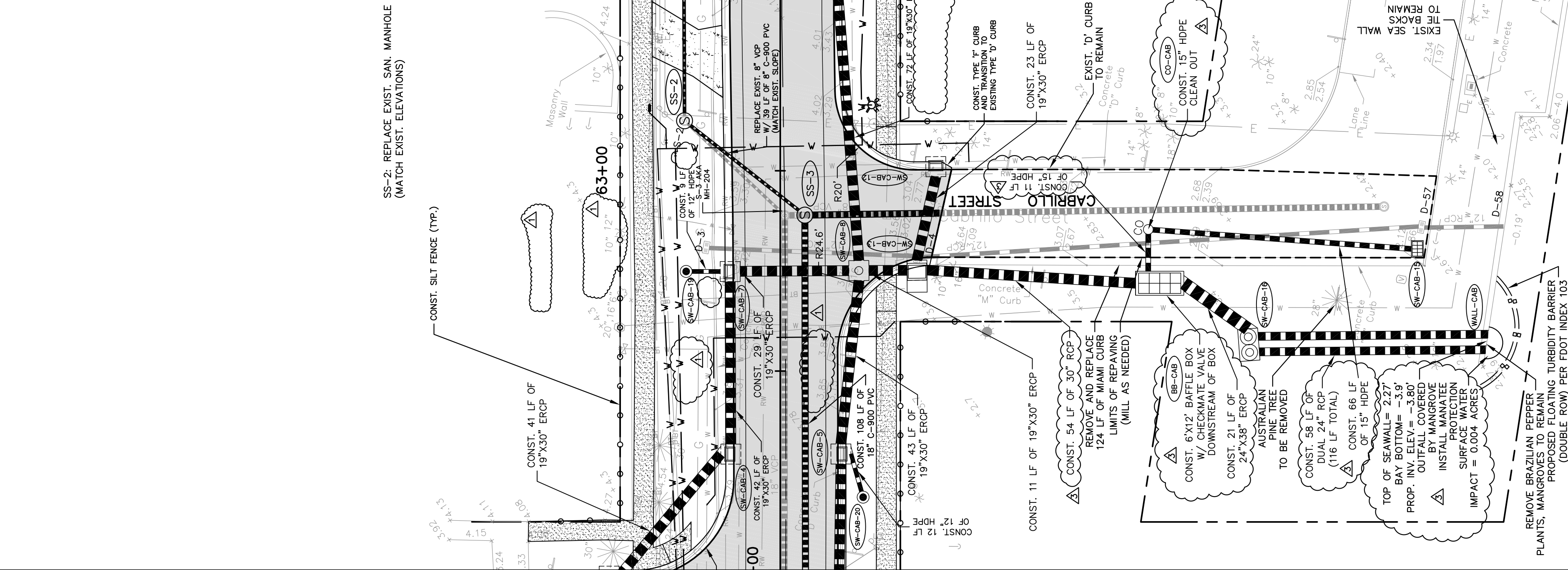
CPWC
CRIBB PHILBECK WEAVER GROUP
708 Lithia Pincrest Road, Suite 101, Brandon, Florida 33511
Phone: (407) 267-8905, Certificate of Authorization No. 26615



CITY OF ST. PETE BEACH
STREET IMPROVEMENTS

PASS-A-GRIFFE WAY
OUTFALL STRUCTURES

JEFFREY EARHART, PE, ENGINEER OF RECORD FLORIDA REG. PROF. ENGINEER No.: 49335 CPWC, COA No.: 26618 708 LITHIA PINCREST ROAD, SUITE 101, BRANDON, FL 33511 PHONE: 407-267-8905	3.03	SHEET NUMBER
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**St. Pete Beach City Commission
Agenda Report**

Issue Considered:	Approval of retaining special counsel - Lewis, Longman & Walker, P.A.- to assist the City on pension issues on an “as needed” basis.
Date:	April 26, 2016
Prepared By:	Andrew Dickman, City Attorney
Prepared Through:	Wayne Saunders, City Manager
Summary of Issue:	From time-to-time the City requires specialized legal counsel in non-litigation pension matters. The City has used Lewis, Longman & Walker, P.A. in the past and asks authorization to execute a formal agreement to continue using this firm for advice in pension matters.
Requested Motion:	“I move to (approve or not approve) authorizing the City Manager to execute the retainer agreement for the law firm of Lewis, Longman and Walker, P.A..”
Attachments:	Lewis, Longman and Walker, P.A. Retainer agreement.
Reviewed by the City Manager:	WS -----



REPLY TO: TALLAHASSEE

March 2, 2016

Ms. Elaine Edmunds
Finance Director
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

CONFIDENTIAL
ATTORNEY/CLIENT
PRIVILEGED

Re: Legal Representation of City of St. Pete Beach—Pension Matters

Dear Ms. Edmunds:

On behalf of the law firm of Lewis, Longman & Walker, P.A., thank you for the opportunity to work with you on the above matter. The terms and conditions of our representation are outlined below.

1. Services. Lewis, Longman & Walker, P.A. will provide advice and representation on pension matters. I will be the shareholder in charge of this matter and will be primarily responsible for providing and supervising the legal services required. I will be responsible for ensuring that this matter is staffed in a manner adequate and appropriate to the requirements of the representation. Glenn Thomas, a shareholder who works with me on pension matters, may also be involved in this matter. We will use our best judgment to determine the amount of time, who is to perform specific tasks and work, and the nature of the services to be performed in your best interests.

2. Professional Fees. I will be the primary attorney working on your matter and my standard hourly rate is \$295.00. In addition to me, I may assign work to other attorneys or paralegals within the office, depending upon who can best do the work in the most efficient manner. The hourly rates for attorneys range from \$185.00 to \$295.00 per hour. The hourly rates for paralegals/law clerks range from \$125.00 to \$160.00 per hour. These rates will be in effect through December 2016 and may be modified annually thereafter in January of each

See Things Differently®

TAMPA BAY
101 Riverfront Boulevard
Suite 620
Bradenton, Florida 34205

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00626158-1

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245 Riverside Avenue
Suite 150
Jacksonville, Florida 32202

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TALLAHASSEE
315 South Calhoun Street
Suite 830
Tallahassee, Florida 32301

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WEST PALM BEACH
515 North Flagler Drive
Suite 1500
West Palm Beach, Florida 33401

p | 561-640-0820 • f | 561-640-8202

www.llw-law.com

Ms. Elaine Edmunds
March 2, 2016
Page 2

subsequent year. We will provide you with our new rates along with the Firm's statement of services rendered in January of each year.

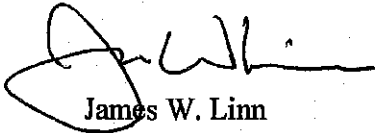
3. Costs and Expenses. The firm charges for costs and expenses incurred on your behalf for this representation. Attachment 1 sets forth the most commonly incurred costs and expenses. We may advance these costs and seek reimbursement in our billings or we may at our discretion require you to deposit these costs with us before the costs are incurred.

4. Billing and Payment. We will bill you on a monthly basis for professional services rendered and expenses incurred in connection with this matter, less any retainer amounts applied against these services and expenses. You agree to pay the amount of each statement in full within twenty (20) days of the billing date. Should you question or dispute any items or any statement, you agree to notify us in writing of any such question or dispute within fifteen (15) days of the billing date, and we will assume you do not have any dispute if we do not hear from you in that time. Any amounts remaining unpaid for more than thirty (30) days from the date of billing shall bear interest at the rate of twelve (12%) percent per annum, compounded daily, until paid.

5. Client Documents. During the course of your matter, you may be required to provide to us documents such as pension plan documents, actuarial reports, etc. We will hold these records during the pendency of this matter. At the conclusion of this matter, you may contact us and make arrangements for the return of your records. It is your responsibility to secure the return of your records. We will retain the balance of your file for an appropriate time period. If arrangements are not made for the return of your records within six (6) years following the conclusion of your matter, they will be destroyed according to the guidelines set out in our Records Retention Policy.

We sincerely thank you for choosing our firm to assist you in this most important matter. If you agree with the foregoing terms and conditions, please sign in the space provided at the bottom of the letter, return the original to me, and retain a copy for your records. On behalf of the Firm, I look forward to assisting you in this matter.

Sincerely,



James W. Linn

JWL/es

Enclosure

ACCEPTED BY:

CITY OF ST. PETE BEACH

By: _____

Title: _____

Date: _____

ATTACHMENT 1

Cost/Expense	Typical Charges
Computer Research	Actual usage + proportionate share of base subscription.
Court Reporters	Direct invoice from vendor to client or paid from retainer.
Delivery Charges	Actual amount invoiced to firm. Mode of delivery based on need and economy.
Messenger Service	Actual amount invoiced to the firm.
Overnight Express	Actual amount invoiced to the firm.
Telefacsimile	Outgoing: Actual telephone charge + \$1.25/page. Incoming: No charge
Photocopying	Inside copies: \$0.10/page Outside services: Actual amount invoiced to firm.
Secretarial Overtime	No charge
Telephone Charges	Actual long distance and cellular charges + proportionate share of base subscriptions.
Temporary Help	Actual amount invoiced to the firm.
Travel-Local/Surface	Reasonable mileage or actual rental charges.
Travel-Out-of-Town	Intrastate: Actual common carrier charges for coach. Interstate: Actual common carrier charges for business class. Meals/Accommodations: Lowest corporate seasonal rate available, reasonable business related meal expenses.
Word Processing	No charge
Other Expenses	Actual cost invoiced to the firm. In selected cases, these items may be directly invoiced from vendor to client.

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

Issue Considered: Approval to retain special counsel - Dickinson & Gibbons, P.A. - for professional malpractice action against the law firm of Bryant Miller & Olive, P.A.

Date: April 26, 2016

Prepared By: Andrew Dickman, City Attorney

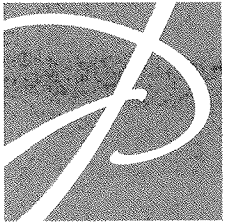
Prepared Through: Wayne Saunders, City Manager

Summary of Issue: The City Commission authorized hiring Marion Hale, Esq. to review cases that resulted in significant financial loss to the City. Ms. Hale authored an opinion letter that in her analysis of those cases, the City has a legitimate cause of action against prior counsel (Bryant Miller & Olive, P.A.), particularly in the *Anderson v. St. Pete Beach*. The City Commission then authorized the City Attorney to research firms and attorneys interested in representing the City in connection with this issue. After speaking with several attorneys, the City Manager and City Attorney met with James Rolfes, Esq. of Dickinson & Gibbons, P.A., who we recommend as special counsel for this issue if the Commission desires to move forward.

Requested Motion: "I move to (authorize or not authorize) the City Manager to execute the contingency fee agreement to retain Dickinson & Gibbons, P.A."

Attachments: Opinion Letter, Contingency Fee Agreement

Reviewed by the City Manager: WS



**JOHNSON
POPE
BOKOR
RUPPEL &
BURNS, LLP**

COUNSELORS AT LAW

TAMPA ■ CLEARWATER ■ ST. PETERSBURG

MARION HALE, ESQ.
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CLEARWATER, FLORIDA 33756
POST OFFICE BOX 1368
CLEARWATER, FLORIDA 33757-1368
TELEPHONE: (727) 461-1818

FILE NO.: 131390

marionh@jpfirm.com

September 23, 2015

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

Re: Bryant Miller and Olive law firm

Dear Mr. Saunders:

The City of St. Pete Beach has requested our law firm to analyze and express its opinion with respect to the services performed by the law firm of Bryant Miller and Olive (BMO) relating to executive sessions, also known as shade meetings, with the City Commissions. Although we were originally asked to opine as to whether we believed that BMO had committed malpractice and to examine the law firm's billings, we later limited the scope of the inquiry with the consent of the City Attorney to the former as it consumed more hours than anticipated.

Scope of the Work Performed

We did not review the transcripts of all of the City's shade meetings. Instead, we focused on the transcripts of the meetings which resulted in the Second District Court of Appeal decisions which found that the City had violated the Sunshine Law. In light of the fact that one of the elements of malpractice is damages and the City has neither paid nor is it facing any claims for damages for any other shade meeting, we have limited the scope of our inquiry to those two cases.

To reach our conclusion, we have read the transcripts the City provided of the shade meetings in which the Chmielewski, Pyle, Kadoura and the Anderson cases

"A 40 YEAR COMMITMENT TO OUR CLIENTS AND TO OUR COMMUNITY"



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were discussed, reviewed the circuit court decisions, reviewed the appellate court briefs and decisions in both cases and performed the legal research on the relevant topics. We also met with Ben H. Hill, BMO's counsel, and spoke with him on the telephone several times. We also reviewed and analyzed the cases Mr. Hill supplied to us.

The Sunshine Law

Both Article I Section 24 of the Florida Constitution and § 286.011, Fla. Stat. provide that meetings of any governmental body shall be open and noticed to the public. However, the law recognizes that it may be necessary for a governmental entity to meet with that entity's attorney to discuss pending litigation to which the entity is presently a party before a court or administrative agency. § 286.011(8), Fla. Stat. Accordingly, an exception has been made for such meetings (shade meetings), provided that certain conditions are met. One of those conditions is that "the subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures." Section 286.011 "was enacted in the public interest to protect the public from 'closed door' politics." Sarasota Citizens For Responsible Gov't v. City of Sarasota, 48 So.3d 755, 762 (Fla. 2010). Therefore, "the law must be broadly construed to effect its remedial and protective purpose." Id.

The Second DCA found violations of the Sunshine law, § 286.011, Fla. Stat., in both the Anderson and the Chmielewski cases after the City prevailed in the circuit court in both cases. Although the appellate court found that the City violated the Sunshine law in both the Anderson and the Chmielewski cases, this is not negligence *per se*. There cannot be negligence *per se* if the law which is violated is designed to protect the public at large and not a particular class of individuals. Lingle v. Dion, 776 So.2d 1073 (Fla. 4th DCA 2001). The Florida Sunshine Law is clearly designed to protect the public at large and therefore the mere fact that the appellate court found that the City violated the law does not in and of itself mean that BMO committed malpractice. Furthermore, it was the City and not BMO which violated the Sunshine law and therefore even though the City did so by following BMO's advice, BMO is not legally responsible for the City's violation of the law.



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The Legal Standard for Malpractice

A legal malpractice action has three elements: 1) the attorney's employment; 2) the attorney's neglect of a reasonable duty; and 3) the attorney's negligence as the proximate cause of loss to the client. Law Office of David J. Stern, P.A. v. Sec. Nat. Servicing Corp., 969 So.2d 962, 966 (Fla. 2007). The City retained BMO as its legal counsel. As the City's legal counsel, BMO had a duty to insure that the City acted in accordance with the laws of the State of Florida, including the Sunshine Law. Thus, the City can establish the first element of the tort. The second element needs to be analyzed separately in the two cases.

The Chmielewski Case

In the Chmielewski case, the Second DCA found that the City had violated the Sunshine Law when the City failed to release the transcript of the July 30, 2008 shade meeting regarding the Chmielewskis' quiet title action against the City. The City, through BMO, took the position that the quiet title litigation had not been concluded, and thus the un-redacted transcript of the shade meeting should not be released. The Second DCA held that the July 20, 2008 shade meeting transcript became a matter of public record at the conclusion of the quiet title action through the entry of a final judgment.

If sued for malpractice, BMO will raise the doctrine of judgmental immunity which prevents lawsuits based on an attorney's good faith tactical decision. Natural Answers, Inc. v. Carlton Fields, P.A., 20 So.3d 884, 888 (Fla. 3d DCA 2009). As noted above, the City prevailed at the trial court level and the law does not appear to have been a settled issue in this case. BMO took an aggressive and ultimately unsuccessful position in this litigation. BMO made a decision, which proved to be the wrong decision, to refuse to release the un-redacted transcript of the shade meeting. The issue before the appellate court was not whether the shade meeting itself was a violation of the Sunshine Law and there has been no judicial determination to our knowledge that the meeting violated the Sunshine Law. Although the City paid the Chmielewskis' attorney's fees and thus did suffer damages, those fees were the result of BMO's decision to withhold the transcript of the shade meeting. We have not been asked to opine on whether the decision to keep the transcript secret was a wise use of public



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money. However, we do not believe that it was malpractice to fight the release as we do not believe it rose to the level of a "neglect of a reasonable duty." Law Office of David J. Stern, P.A., 969 So.2d at 966.

The Anderson Case

Unlike Chmielweski, the Second DCA found in the Anderson case that the City had violated the Sunshine Law when it conducted a series of seven shade meetings. During some of those meetings, members of the City Commission with the assistance of BMO lawyers devised a plan to amend the City's comprehensive plan by repealing the requirement of voter approval which is obviously not a permitted exception pursuant to the Sunshine Law. At the March 9, 2011 meeting, a BMO lawyer noted, "Our overriding concerns with this litigation and the strategy is to get you a comp plan." Although the plan was later discussed in public meetings, the appellate court found the violation of the Sunshine Law could not be cured. Anderson v. City of St. Pete Beach, 161 So.3d 548, 553 (Fla. 2d DCA 2014).

In Anderson, it is clear that BMO permitted the City Commission to discuss issues far afield from those permitted by the statute to be discussed in a shade meeting. For example, the commission lead by BMO lawyers discussed at the April 28, 2011 meeting the secret hiring of other BMO lawyers in Tallahassee to lobby the Florida legislature to pass legislation which was ultimately successful to prevent a challenge to the City's comprehensive plan. Such discussions were not confined to settlement negotiations or strategy sessions related to litigation expenditures. It is also clear from the transcripts that no effort was made during the shade meetings to keep the commissioners who were laypersons without formal legal training from raising issues unrelated to the strict confines of the Sunshine law. At one meeting in November of 2010, a commissioner questioned whether the discussion had strayed from the permitted topics and was assured that the discussion was permitted. At times, the BMO lawyers raised the issues which strayed from the statute such as a discussion at the November 8, 2010 meeting as to commissioners winning re-election and the increase in BMO billing rates.

As the City's legal counsel, BMO had a duty to insure that the City acted in accordance with the laws, including the Sunshine Law. In fact, both of the BMO



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lawyers, Susan Churuti and Mike Davis, are not only board certified in local government law, but also Ms. Churuti explained to the City Commission that she has given seminars in Sunshine Law compliance. The City had every reason to rely upon the advice it received from BMO. BMO breached that duty when it allowed shade meetings to be held where the subject matter of those meetings was not confined to settlement negotiations or strategy sessions related to litigation expenditures. As a result of BMO's negligence, the City was sued by James Anderson for violating the Sunshine Law and the City has been ordered to pay Mr. Anderson's attorney's fees. The amount of fees to be paid has not yet been determined but clearly the mistakes made by holding the shade meetings are directly responsible for the damages the City faces. Accordingly, it is our opinion that BMO committed malpractice in the Anderson case.

BMO's Defenses

BMO contends that despite the appellate court's ruling, everything that the BMO lawyers and the City Commissioners discussed during the shade meetings were covered by one of the exceptions to the Sunshine Law. The argument is therefore that the Second District Court of Appeal's decision was wrong. The next argument is that even if the court was not in error, the appellate court did not define what actions are covered by the exceptions to the statute and thus the discussions during those meetings would fall under the judgmental immunity doctrine. The firm additionally argues that since the trial court ruled in the City's favor and the trial court judge, David Demers, was more familiar with the issues in the various cases against the City, the BMO lawyers' action would fall within the concept of "fairly debatable" and thus be a viable defense to a malpractice claim. Crosby v. Jones, 705 So. 2d 1356 (Fla 1998). BMO further argues that Judge Demers had ruled in 2010 in another case, Kadoura v. Garnett, that the shade meetings the City had held in that case did not violate the Sunshine law and that decision had been upheld by the Second District Court of Appeal. Kadoura v. Garnett, 75 So. 3d 1257 (Fla. 2d DCA 2011). It thus argues that it reasonably relied upon Judge Demers' interpretation of the Sunshine Law in its later interpretation of the Sunshine law.

The defect with BMO's argument is that the discussions at the shade meetings strayed far from the exceptions in the Sunshine Law as the appellate court found and if



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BMO's interpretation of the statute were correct, local government could circumvent the law by merely announcing that whatever was discussed was actually related to "litigation expenditures." The purpose of the statute is to open to the public as many issues as possible. Sarasota Citizens For Responsible Gov't v. City of Sarasota, 48 So.3d 755, 762 (Fla. 2010); Zorc v. City of Vero Beach, 722 So.2d 891, 897 (Fla. 4th DCA 1998). Under BMO's interpretation, virtually any meeting could be held away from public scrutiny under the theory that in some tangential manner the discussion touched on "litigation expenditures." That is not the purpose of the statute. BMO's lawyers are board certified in local government law. One, as she noted to the City Commission, is well known for giving seminars about the Sunshine Law. They had the responsibility to correctly interpret the law and to make sure that the City Commissioners who were laypersons followed the statute. This is not an example of a law firm providing legal advice to a client who had the opportunity to accept or reject the advice. BMO's lawyers conducted the shade meetings and had ample opportunities to stop the violations of the statute.

Damages

The damages in the Anderson case have not been determined but they are potentially substantial. Anderson's counsel has supplied the City Attorney with a draft motion which requests \$707,900 in attorney's fees with a multiplier of between 1.5 and 2 plus \$8,351.08 in taxable costs. Our firm is not familiar with the work performed and thus not capable of providing any estimate of what amount the court might award but it appears that a substantial judgment may be entered.

Statute of Limitations

The time for bringing any claim against BMO for malpractice is two years from the time the City knew or should have known of the claim. § 95.11(4)(a), Fla. Stat. As the City knew or should have known of the claim as of the decision of the Second DCA on October 15, 2014, any claim should be brought within two years of that date.



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BMO's threatened counter-claim

BMO has informed us that it will seek damages against the City totaling approximately \$60,000 if the City sues it for malpractice. Specifically, the law firm claims it spent that amount defending claims against it asserted in a motion for sanctions and in a grievance filed against it with the Florida Bar. The law firm has also alleged that it may seek indemnification for the defense of any malpractice claim if the City decides to pursue such a claim. BMO points to a policy adopted by the City in which the City had agreed to reimburse City officers and employees "for the reasonable attorney's fees and costs incurred by covered persons while defending themselves against charges arising out of or in connection with their performance of official duties and while serving a public purpose." Guidelines for Reimbursement of Attorney's Fees and Costs Incurred by City Officers and Employees. We have not been asked to opine on the issue of whether the indemnification is enforceable if BMO engaged in malpractice.

Likelihood of Success

Our firm has been asked to opine as to whether the City has a cause of action for malpractice and based upon the information we have been supplied, the decision of the Second DCA and the cases interpreting the Sunshine Law as more fully discussed herein, we believe that it does. We have discussed in this opinion the defenses that BMO has raised prior to the writing of this memo. However, no one can predict how a court of law or how a jury will decide a case and we do not know whether BMO will raise additional defenses not previously disclosed. Thus, we cannot accurately predict the outcome of such a claim should the City decide to bring it.

Sincerely,

Marion Hale

CONTINGENCY FEE AGREEMENT

The City of St. Pete Beach, the undersigned client, retains and employs DICKINSON & GIBBONS, P.A. as our attorneys to represent us in our claim for damages against **Bryant Miller & Olive, P.A., Susan Churuti, Michael Davis**, or any person, firm or corporation, responsible for damages which arose out of their representation from _____ to 201_ in Pinellas County, Florida.

STATEMENT OF CLIENT'S RIGHTS

Before signing this contract, we have read and understand the **Statement of Client's Rights**. We have signed the **Statement of Client's Right** and have received a copy of the signed document and of this contract for our records.

In consideration of the foregoing, we agree as follows:

FEES

As compensation for their services, we agree to pay our attorneys in accordance with the guidelines and limits established by the Supreme Court of Florida with regard to cases of this type. Therefore, we agree to pay our attorneys from the GROSS recovery, the following fee:

- A. Before the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, before the expiration of the time period provided for such action:
 - 33 1/3%** of any recovery up to One Million Dollars (\$1,000,000.00), plus
 - 30%** of any portion of any recovery between One Million Dollars and Two Million Dollars (\$1,000,000.00 and \$2,000,000.00), plus
 - 20%** of any portion of any recovery exceeding Two Million Dollars (\$2,000,000.00).
- B. After the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, before the expiration of the time period for such action, through the entry of judgment.
 - 40%** of any recovery up to One Million Dollars (\$1,000,000.00), plus
 - 30%** of any portion of any recovery between One Million Dollars and Two Million Dollars (\$1,000,000.00 and \$2,000,000.00), plus
 - 20%** of any portion of any recovery exceeding Two Million Dollars (\$2,000,000.00).
- C. If all Defendants admit liability in the answer and the only issue at trial is the amount of damages, the attorney's fee on the verdict will be as follows:
 - 33 1/3%** of any recovery up to One Million Dollars (\$1,000,000.00), plus
 - 20%** of any portion of any recovery between One Million Dollars and Two Million Dollars (\$1,000,000.00 and \$2,000,000.00), plus
 - 15%** of any portion of any recovery exceeding Two Million Dollars (\$2,000,000.00)

- D. The attorney's entitlement to aforesaid fees accrues at the time of the receipt by attorney of any and all bona fide offers of settlement or compromise from the adverse party, parties and/or their liability insurance carrier(s) and attaches to and is enforceable against any such offer at the time of receipt thereof.

If the Client discharges the attorney with or without cause after receipt of and before acceptance of any such offer by the Client, the attorney's right to a Charging Lien against the settlement in the amount of the fees described above immediately attaches thereto and is enforceable against the same at the time of the discharge of the attorney by Client.

- E. Court Awarded Attorney's Fees:

If the court awards attorney's fees to the prevailing party pursuant to applicable statutory or other legal authority, then DICKINSON & GIBBONS, P.A. shall be entitled to receive the court awarded fees or the contingent percentage, whichever is greater. In the event the court awards attorney's fee in excess of the amount as may be determined by the contingent fee schedule, then such excess, including all fees awarded, shall be earned by and paid to DICKINSON & GIBBONS, P.A. This shall also apply to any settlement that includes attorney's fees.

However, in the event that fees are recovered in this action from any adverse party, this contract is not to be construed in any way as a limitation on the maximum reasonable fee to be awarded to our attorneys by the Court. Any fees awarded by the Court will be credited against sums due from us to DICKINSON & GIBBONS, P.A. Any excess awarded by the Court would be retained by our attorneys.

- F. Standard Attorneys' Fees

Any claim for attorneys' fees shall be at the following:

Partners at DICKINSON & GIBBONS, P.A.	\$375.00 per hour
Senior Attorney at DICKINSON & GIBBONS, P.A.	\$300.00 per hour
Associates at DICKINSON & GIBBONS, P.A.	\$275.00 per hour
Paralegals/Law Clerks at DICKINSON & GIBBONS, P.A.	\$160.00 per hour

COSTS

We agree to pay outstanding costs incurred by DICKINSON & GIBBONS, P.A. for investigating and/or prosecuting this case out of any recovery I receive. Client agrees to reimburse attorney for all out-of-pocket and travel expenses, as well as expenses of court reporters, transcripts, court costs, filing fees, private investigators, expert witness fees, medical examinations, mediator fees, printing, copying, long distance telephone calls, telefax, trial exhibits, jury consultants, copies of records, and all other expenses arising out of said representation by attorney. Reimbursement for expenses shall be due when billed. Outstanding costs will be deducted from any recovery, after deducting attorney fees and before any other distribution, as follows:

- a. If DICKINSON & GIBBONS, P.A. withdraws from our case, we agree to pay DICKINSON & GIBBONS, P.A. their outstanding costs incurred during our representation if we ever make a recovery;

- b. If, however, we discharge DICKINSON & GIBBONS, P.A. during the pendency of this case, we agree that any outstanding costs incurred by the firm up to the time of discharge will become due and payable at that time, regardless of recovery;

DICKINSON & GIBBONS, P.A. is entitled to require the client to pay or advance expenses related to litigation or to pay costs as billed.

GENERAL PROVISIONS

A. **Appeals or Collection:**

DICKINSON & GIBBONS, P.A. shall be entitled to an additional fee of five percent (5%) of any recovery, regardless of the total amount of that recovery, if:

1. During any stage of court or arbitration proceedings, any party initiates appellate proceedings which would require the performance of appellate legal services; and/or
2. Following a judgment entered either as a result of Court or arbitration proceedings, additional proceedings (such as garnishment, attachment or supplementary proceedings) are brought by or at the discretion of DICKINSON & GIBBONS, P.A. in an effort to collect on any judgment.

We authorize DICKINSON & GIBBONS, P.A. to render the additional services on our behalf or to employ a separate and independent law firm or specialist on our behalf to perform the services for the five percent (5%) additional fee. Nothing contained in this contract is intended to impose an obligation upon DICKINSON & GIBBONS, P.A. to undertake any post judgment or appellate attorney responsibilities, but rather to provide for additional compensation if DICKINSON & GIBBONS, P.A. elects to do so.

C. **Execute Documents:**

DICKINSON & GIBBONS, P.A. is authorized, on our behalf, to execute any and all documents, including pleadings, stipulations and agreements, as it may become necessary to investigate, evaluate and prosecute our claim;

D. **Retain Experts:**

We authorize DICKINSON & GIBBONS, P.A. to retain at our expense and employ on our behalf and in our name the services of any accountant, consultant, attorney or other expert or investigator DICKINSON & GIBBONS, P.A. deems, in its discretion, necessary to investigate, evaluate and prosecute our claim; and

E. **Taxable Costs:**

We further understand that in the event litigation is instituted and it is unsuccessful as to any party, we may be responsible to such party for taxable court costs.

F. Partial Settlement:

If money is received in settlement with any defendant prior to the conclusion of our claims against all defendants, DICKINSON & GIBBONS, P.A. will be reimbursed at that time for all outstanding costs incurred on our behalf as of that date.

Future costs to be incurred on our behalf will be estimated and a portion of the remaining settlement proceeds, not to exceed such estimate, may be deposited in an interest-bearing trust account as security for future costs; and all remaining settlement proceeds, less applicable attorneys' fees, shall then be disbursed to us.

G. Responsibility for Fees and Costs:

Under some circumstances, such as in cases where a particular law or contract provision permits or requires an award of fees and costs to the prevailing party, we understand that we may be held responsible for some or all of the costs and fees incurred by our opponent.

Unless expressly stated to the contrary, DICKINSON & GIBBONS, P.A.'s responsibility is solely limited to providing legal services directly related to civil litigation and does not include advise or service with respect to other areas such as, but not limited to, worker's compensation, taxation, probate, bankruptcy, real estate and the like.

Venue for any legal proceedings involving this contract should be Sarasota County.

H. Cancellation Within Three (3) Business Days:

This contract may be canceled by written notification to DICKINSON & GIBBONS, P.A., at any time within three (3) business days of the date the contract was signed, as shown below, and, if canceled, we shall not be obligated to pay fees to DICKINSON & GIBBONS, P.A. for the work performed during that time. If DICKINSON & GIBBONS, P.A. has advanced funds to others in representation of us, DICKINSON & GIBBONS, P.A. is entitled to be reimbursed for such amounts as have been reasonably advanced on our behalf.

In the event of any dispute over this agreement, we agree Venue and Jurisdiction shall be the Twelfth Judicial Circuit of Florida, in and for Sarasota County; and the laws of the State of Florida shall apply.

If during the pendency of representation it is determined that the client has misrepresented certain facts or circumstances, or that the client has unreasonable expectations regarding the outcome of the case, or that the injury claim is not advisable to pursue further, or that non insurance proceeds are available, or that the client can no longer be zealously represented for any reason, the law firm of DICKINSON & GIBBONS, P.A. may terminate their representation by forwarding notice to the client via regular mail to the address provided by the client at the initiation of representation or any subsequent addresses provided by the client.

We further agree that from the proceeds of any such recovery, whether by settlement judgment or otherwise, we authorize DICKINSON & GIBBONS, P.A. to deduct attorney fees to which it is entitled, and all outstanding costs, expenses and interest.

The attorney signed below for DICKINSON & GIBBONS, P.A. has explained this contract to us, and we have also personally read this contract and understand it.

Dated at Pinellas County, Florida this _____ day of _____, 2016.

Dated: _____

for
City of St. Pete Beach

The above employment is hereby accepted upon the terms stated herein.

DICKINSON & GIBBONS, P.A.

Dated: _____

A. JAMES ROLFES

STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with 1 lawyer you may talk with other lawyers.
2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least 1 lawyer from each law firm must sign the contingent fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how

much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850/561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

Date: _____
_____ for

St. Pete Beach

DICKINSON & GIBBONS, P.A.

Date: _____

By: _____

A. JAMES ROLFES
401 N. Cattlemen Road, Suite 300
Sarasota, FL 34232
(941) 366-4680
Florida Bar No. 373524

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

Issue Considered: Authorization for the City Manager to sign the Fireworks Display Agreement with Pyrotechnico for the 4th of July fireworks in the amount of \$25,000.00.

Date: April 26, 2016

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The city received (3) fireworks proposals for this year's 4th of July fireworks display. All three bids were for the budgeted amount of \$25,000 from Pyrotechnico, Zambelli and Creative Pyrotechnics. It is recommended to select Pyrotechnico, who has been the company that we have contracted the past few years with high satisfaction with the display show they have put on.

Funding: This item is budgeted in account #001-6106-572-5490

Requested Motion: "I move to authorize the City Manager to sign the Fireworks Display Agreement with Pyrotechnico for the 4th of July fireworks in the amount of \$25,000"

Attachments: Pyrotechnico Proposal, Pyrotechnico Agreement, Zambelli Proposal and Creative Pyrotechnics Proposal.

**Reviewed by
City Manager** WS



City of St. Pete Beach
St. Pete Beach, Florida
July 4, 2016



800.854.4705 • WWW.PYROTECNICO.COM



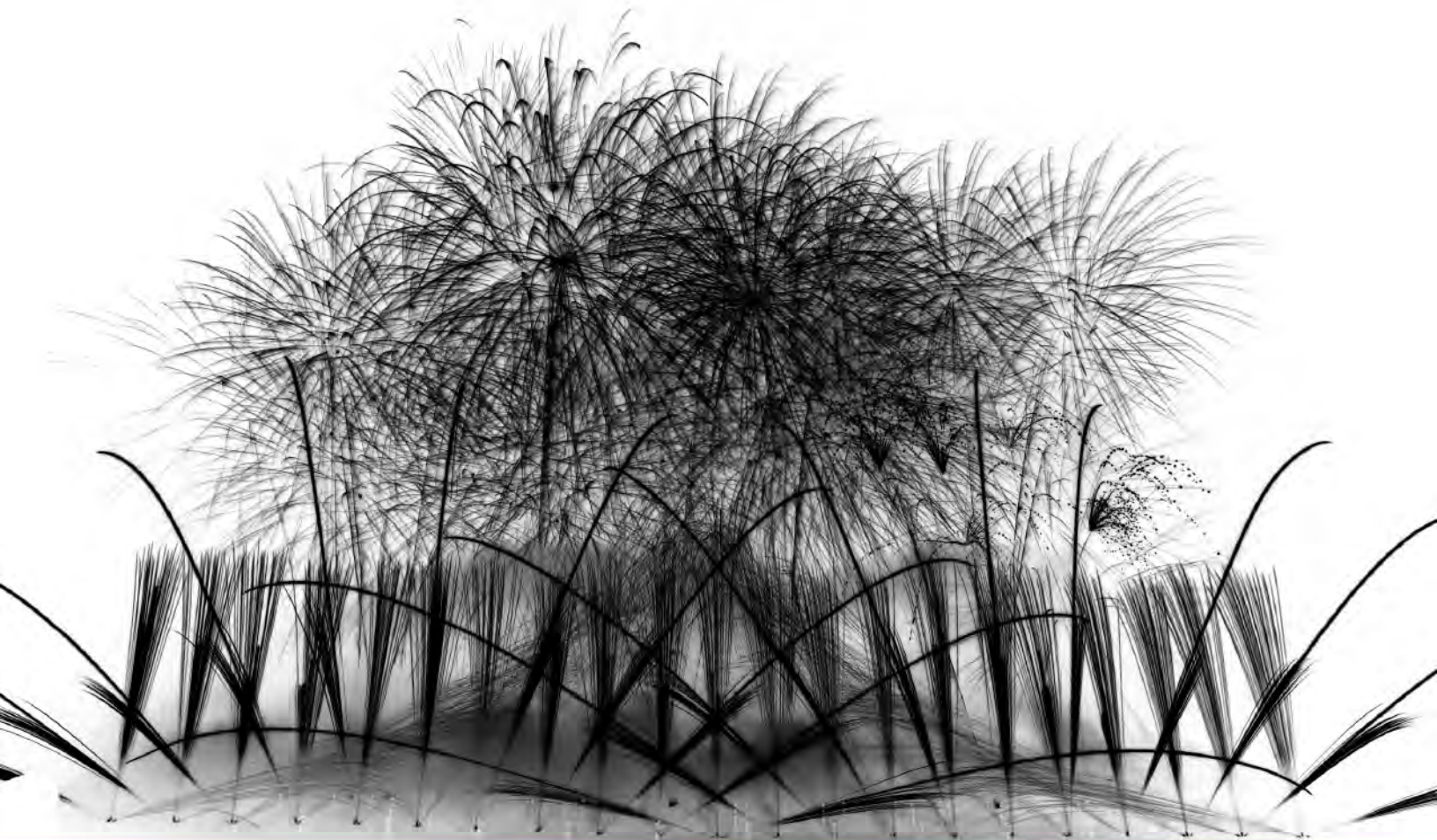
OUR CORE VALUES



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

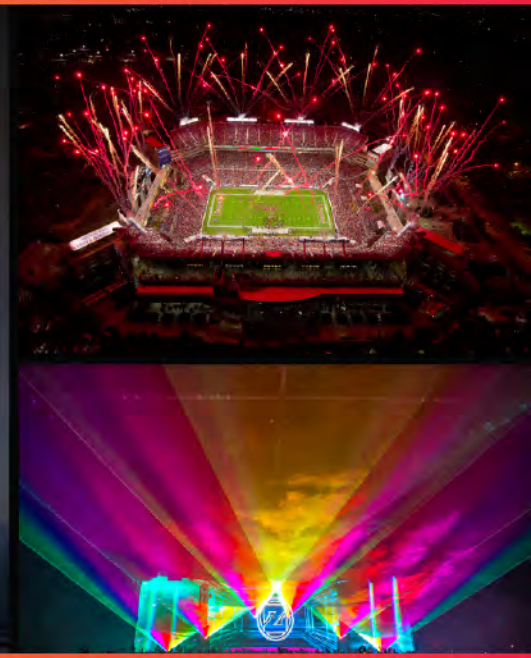
WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.





YOUR EVENT TEAM



Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Chris Mele - Chief Operating Officer - cmele@pyrotecnico.com

With 22 years of experience, Chris oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotecnico's nationwide network.

Rocco Vitale - Creative Director & Show Designer - rvitale@pyrotecnico.com

Rocco designs all shows and creative aspects of productions. Rocco has been in the business for 15 years.

Rick Hoppe - Chief Financial Officer - rhoppe@pyrotecnico.com

Rick oversees Pyrotecnico's accounting department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Southern Regional Sales Manager - cliberatore@pyrotecnico.com

Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Samantha Goldston - Show Producer - sgoldston@pyrotecnico.com

Show Producer services client accounts, making sure that all aspects of your program are completed in a timely manner.

Joanne Eskew - Sales Assistant - jeskew@pyrotecnico.com

Joanne aids Samantha in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.



PROPOSAL



Client:

City of St. Pete Beach
St. Pete Beach, Florida

Event Date: July 4, 2016

Prepared for: Ms. Jennifer McMahon

Contract Terms:

50% deposit due upon signing of contract. The balance is due 10 days prior to the display.

This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





Opening Presentation

The Opening Presentation will start your display off “with a bang.” A “mini-finale” will excite the crowd and get them energized for a great show.

40 3-inch Assorted Color Changing Star Shells
20 3-Inch Titanium Salutes
12 4-inch Assorted Color Changing Star Shells
10 5-inch Assorted Color Changing Star Shells

82 Total Opening Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

288 4-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

150 5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight

438 Total Body Shells

Special Effect Barrages

Special Effect Barrages will enhance your display in ways you haven't seen before. The innovative firings and creative effects matched with imaginative color combinations will give your audience a one-of-a-kind presentation. Wave Willows, Red & Green Falling Leaves, Silver Whirl with Green Glittering Mines, and Lemon & Purple "X" Crossettes are just some of the effects that have brought crowds to their feet with their jaws dropping in amazement.

6 2" 25 Shot Assorted Barrages (150 Shots)

6 2.5" 25 Shot Assorted Barrages (150 Shots)

300 Total Barrage Shots

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

240 3-inch Assorted Color Star Shells

120 3-inch Titanium Salutes

48 4-inch Assorted Color Star Shells

40 5-inch Assorted Color Star Shells

448 Total Finale Shells

1,268 Total Shells and Barrage Shots



Section Heading

Description

Shell Counts

Shell Total

Section Heading

Description

Shell Counts

Shell Total

Section Heading

Description

Shell Counts

Shell Total

Section Heading

Description

Shell Counts

Shell Total



RECAP



PRESENTATION

Opening

200 2.5-inch Shells
48 4-inch Shells
60 5-inch Shells
16 6-inch Shells
324 Total Opening Shells

Special Effect Barrages

10 100 Shot Assorted Angled Barrages (1,000 Shots)
300 Assorted 38 mm to 100 mm Specialty Effects
1,300 Total Barrage Shells

Body

125 2.5-inch Shells
250 3-inch Shells
360 4-inch Shells
250 5-inch Shells
180 6-inch Shells
20 8-inch Shells
1,185 Total Body Shells

Grand Finale

250 3-inch Titanium Salutes
384 4-inch Shells
120 5-inch Shells
68 6-inch Shells
10 9-inch Shells
6 10-inch Shells
838 Total Finale Shells

PRICING

\$56,000.00 Barge Fireworks & Three Close Proximity Displays
\$140.00 New Orleans Fire Department Permit
\$800.00 New Orleans Fire Watch
\$3,500.00 Barge/Tug Expense for One Firework Barge
\$600.00 Overnight Security

\$61,040.00 Grand Total

DETAILS

\$25,000.00 Aerial Display Value

GRAND TOTAL

\$25,000.00



We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



- *Maximum shell heights will vary for each individual display.
- On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.





THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Samantha Goldston | Show Producer
321. 327. 3654 (Office)
954. 651. 4000 (Cell)





FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between **Pyrotecnico Fireworks Inc.** ("Pyrotecnico") and **City of St. Pete Beach** ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	July 4, 2016
Rain Date(s) of Show (if negotiated):	
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$25,000.00 (Does not include permit or fire watch fees)
Pre-Show Advance:	\$12,500.00
Pre-Show Advance Due Date:	April 1, 2016
Payment Terms:	Net 10
The term of this Agreement ("Term") shall begin on the Effective Date and end on:	July 5, 2016 (Display Date: July 4, 2016)
Postponement Fee:	\$6,250.00
Cancellation Fee:	\$18,750.00

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

RAIN DATES

Rain Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.

DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A. procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B. applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show,
- C. providing adequate private or public security, police and fire protection,
- D. securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- E. securing adequate protection to prevent all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico,
- F. removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyrotecnico as the display site, fallout area or safe zone.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).



SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A. Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B. Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C. Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A. If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B. If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A. If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B. If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice via certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INDEMNIFICATION & INSURANCE

Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. Client further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show location. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

If requested by Sponsor, Pyrotecnico will provide a certificate evidencing a maximum of \$10,000,000 general liability insurance coverage. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional Insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.



CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising/marketing materials that are within the Sponsor's authority.

MISCELLANEOUS

- A) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- B) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- C) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- D) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- E) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- F) The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- G) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- H) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- I) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- J) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- K) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- L) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO :

SPONSOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: PO Box 149

Address: _____

New Castle PA 16103

Phone: (724) 652-9555

Phone: _____

Email: _____@pyrotecnico.com

Email: _____



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed contract and Pre-Show Advance for the insurance certificate to be processed.

Sponsor Name: _____

Sponsor Contact Name: _____

Address: _____

City, State & Zip: _____

Phone: _____ Fax: _____

Email: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Display Date: _____ Display Time: _____

Rain Date: _____

Day-of-Show Contact Name: _____

Phone/Mobile: _____ Email: _____

Display Site Location and Address:

Additionally Insured – If Applicable:

****PLEASE RETURN THIS COMPLETED FORM TO****

FAX: +1.724.652.1288

EMAIL: XX@pyrotecnico.com

Zambelli

FIREWORKS

FIREWORKS PROPOSAL

City of St. Pete Beach Fl.

July 4, 2016



Fireworks proposal prepared by Zambelli Fireworks

Ernie Simmons

Operations Manager

Senior Project Manger

(863) 287-9168

epsimms@aol.com

Zambelli

FIREWORKS

Display Overview:

Show Date: July 4, 2016

All inclusive Budget and Duration: \$25,000.00-22-24 minutes

July 4, 2016

Insurance Liability Coverage: \$10 Million dollars (per show coverage) for each Fireworks Display. Zambelli uses the highest insurance premium in the industry with "AAA" rated companies.

Permit/Fire Dept: Zambelli Fireworks will secure all needed permits (unless otherwise specified by the City) and organize plans directly with Fire and Safety Authorities.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Zambelli

FIREWORKS

Product Listing

OPTION B

OPENING:

- 20 Three Inch Titanium Salutes with tails (loud, thundering booms)**
- 60 Three Inch Assorted Color Finale**

BODY OF PROGRAM:

- 420 Three Inch Assorted Colors, Patterns and Special Design Shells**

Low Level Effects

- 4 35 Shot Fan Shape Cakes**
- 4 49 Shot Fan Shape Cakes**
- 4 100 Shot cakes**
- 2 400 shot V shaped cakes**
- 2 408 shot V shaped cakes**

GRAND FINALE:

- 300 Three Inch Assorted Color and Crackling Finale Shells**
- 300 Three Inch Titanium Salute Shells**

Zambelli

FIREWORKS

Program Philosophy

Generally speaking there's an opening segment, main body and grand finale of a fireworks display. Just as a great play or movie has various segments that flow together, firework shows are similar type productions that should never leave the audience wanting more or leaving disappointed.

There are fundamental basics that Zambelli Fireworks adheres to, with which we create the best displays in the industry. Some of these fundamentals include:

- **No Dead Air** Just as any TV, radio or Big Screen Production, "Dead-Air" is simply not acceptable. At any given time there will be multiple firings of shots and shells in the air for the display.
- **Shell Size Combinations** A common way for companies to set a show is to shoot all 2 inch shells, then all 3 inch shells, then all 4 inch shells, etc. While this makes it easy for a technician, it is simply boring. Zambelli technicians are trained to set shows to create the ultimate in shell combinations for the various firing sites. For example, firing two 3 inch Gold Kamuro Willow shell (400 ft.) and six 2.5 inch Purple Dahlias is a great, beautiful combination. Firing two 3 inch Pink strobing lights and six 2.5 inch white strobing lights within seconds offers up to 8 seconds of beautiful strobes covering 200 to 400 ft in the air.
- **Rhythm and Intensity** Just as many movies have a loud, action-packed car chase one moment followed by a romantic scene the next moment, fireworks productions also need to flow. A show that is too fast or too slow can get monotonous. Zambelli designs shows that one moment are a constant barrage of colors and booms while the next moment may be soft horsetail golden willows fluttering down from the sky one-by-one.
- **Finales** There's a major art to shooting a spectacular finale. Many people think a finale is simply shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense in order to entertain most effectively. Zambelli designs finales that start slower and lower. For example, 3 inch peony finale shells fired every half-second for 20 seconds may then grow in intensity to include white or silver glittering for the next 20 seconds. Then larger 4 inch blue cracking spiders take over while 3 inch white coconut trees are laying the ground cover. Finally the 100 3 inch multi-color crossettes are covering the sky while the 3 inch titanium salutes are rumbling the skies for miles.

Zambelli

FIREWORKS

Details of Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention... "The show has just begun!" The opening barrage for your event will certainly impress as a barrage of assorted colors, effects, and noise shells fill the night's air.

The purpose of the opener is to impress on your audience that they are about to see something spectacular. A well-designed Zambelli opener will grab the crowd's attention and prepare them for a wonderful fireworks display.

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and choosing the perfect effects to complement one another to build themes. Some fireworks shells are designed to be extremely intense while others are designed to slow the pace down with beautiful, softer effects. The design team hand picks every display shell used to ensure a wonderful variety of effects. The audience will never see the same combinations of shells fired in a Zambelli production.

Different size shells will be breaking simultaneously throughout the display. This allows us to vary the intensity of the show, but more importantly create beautiful canvases of color and effect in the sky, that stimulate both visually and audibly.

BARRAGES OF MULTI-SHOT DEVICES: Multi-shot devices or barrage cakes are used to add to the dynamics of the show. Zambelli Fireworks uses only the highest quality Barrages with innovative effects, colors, and angles. These devices incorporate effect sizes from 1" to 2".

Zambelli

FIREWORKS

GRAND FINALE: and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the best and biggest finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired from multiple positions with dynamic angles. The incorporated shells, with multiple different sizes and effects, will cover every inch of sky from 150 to 300 ft in the air.

The Finale will be LARGE, but classy. Effects will be fired at angles to light up a larger portion of the sky rather than create an area of overlapping colors. After an intense array of colors, effects, and sounds, the final few seconds of the Display will fire a barrage of gold hanging effects that will linger in the sky well after the last shell breaks.

Products:

Zambelli Fireworks carries an inventory of display shells that is more than 2,000 unique shapes, colors, patterns or varieties from nearly a dozen manufacturers. During the 2014 July 4th display season Zambelli fired more than 1,200 different types of unique shells during the opener, body and finale of shows. It would be next to impossible to discuss every single shell in detail and provide information on each one.

Zambelli chooses fireworks from a number of different manufacturers from around the world to provide audiences with both unique and creative products. Sunny, PyroEast, Vulcan, Dominator and Dancing products all come from premium Chinese manufacturers. Cabeller shells are very premium Spanish shells. Panzera from Italy make the best multi-shot shells and roman candles in the industry. Hosoya Japanese shells provide some of the best willow and kamuro shells in the world. Lastly, Zambelli still manufactures shells, some of which will be seen during the display.

Zambelli

FIREWORKS

WHY CHOOSE ZAMBELLI?

Zambelli Fireworks prides itself on being able to provide the largest “bang for your buck.” We have a Florida network which is unrivaled in the industry. With our offices in Boca Raton, a permanent storage facility in Okeechobee, and technicians around the state, Zambelli can pass the savings these local facilities provide, onto you. We can offer more shells, regular site visits for safety, and local technicians and management to ensure you receive the best production possible.

Zambelli Fireworks believes in honesty and integrity as a core company philosophy. We invite, and encourage, our clients to audit our firing sites for quality and quantity of our fireworks and equipment.

Experience and Qualifications

Proudly known as the "First Family of Fireworks," Zambelli Fireworks is one of the oldest and largest American fireworks companies.

The corporate headquarters and main plant operations are based in New Castle, PA. The southeast regional office is located in Boca Raton, FL and the western office is located in Bakersfield, CA. Zambelli Fireworks currently employs over 40 full-time individuals and thousands of trained, qualified pyrotechnicians. All full-time staff and technicians working with your display will be fully trained, federally approved, Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 100 years.

The Zambelli name is recognized and respected, worldwide. Competitors strive to achieve the name recognition that Zambelli Fireworks commands today.

Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

Zambelli

FIREWORKS

George Zambelli, Sr. was the pioneer of Zambelli Fireworks for over 65 years. His father, Antonio Zambelli, brought the artistry to New Castle, PA from Italy.

George Zambelli Jr., current Chairman of the Board, is carrying on the Family Tradition of "Lighting Up the Skies!" The Zambelli family and year-round professional staff of technicians, designers, office staff and administrators are here to assist and guide you in the development and implementation that is specific for your fireworks event. We have a team of individuals ready to make your event an extreme success.

Many of the most sought-after master pyrotechnicians in the industry are longtime employees of Zambelli Fireworks.

Experience means quality. Zambelli Fireworks is proud to have a number of individuals who have made long careers within the pyrotechnics industry. The Senior Plant Manager has over 35 years experience in fireworks, the Senior Choreographer/Show Designer has over 25 years experience in fireworks, and the Senior Product Manager has over 25 years experience choosing the highest quality shells and equipment. These individuals' dedication to the artistry of pyrotechnics creates a scenario for quality fireworks shows for every client, large and small.

There's a tremendous dedication to technician training to ensure the most safe display with the highest quality production.

All of our display technicians have attended Zambelli Fireworks' extensive training program and have met all of the rigid safety procedures, which exceed state and federal requirements. We offer a number of different training courses with extensive classroom and hands-on training, per year, around the country. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

Zambelli Fireworks exists as the largest fireworks company in the United States for one reason...customer service and satisfaction EVERY SHOW!

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However, we cannot rest on our laurels by simply being the largest. We must prove our quality and customer satisfaction to every client, on every show, every time. Clients trust us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small.

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COMPANY EXPERIENCE:

Internationally Known Programs

The Statue of Liberty, Super Bowls, Presidential Inaugurations, Visits of Kings and Queens, Times Square New Years Eve, Mount Rushmore, Washington D.C. and New York City Fireworks displays, Kuwait Display for the Troops in the First Gulf War and many more historical events.

Top U.S. Festivals and Civic Celebrations

Thunder Over Louisville/Kentucky Derby Festival, Minneapolis Aquatennial, Pittsburgh 250th Anniversary, Boise Riverfest, Macon Cherry Blossom Festival, the North Carolina State Fair, Canton Football Hall of Fame, Tampa Gasparilla Celebration, the Florida State Fair and many more.

Sports Franchises and Venues

Detroit Tigers, Pittsburgh Pirates, Baltimore Orioles, Colorado Rockies, Washington Redskins, Pittsburgh Steelers, Ft. Myers Miracle, Carolina Mudcats, Buffalo Bison, Charleston Riverdogs, Winston-Salem War Hogs, Louisville Bats, Clemson University, University of Miami, ACC Championship Game (Tampa), St. Petersburg Bowl (Tropicana Field) and a number of other College and HS Football venues.

Florida and Caribbean Displays

Tampa Gasparilla Pirate Festival, Annual FFEA conference, Edison Ft. Myers Festival of Light, Orlando July 4th, Boca Raton July 4th, Sanibel Island July 4th, Naples July 4th and New Year's Eve, Sarasota July 4th, the Florida State Fair, Coconut Creek Festival, City of Winter Haven, Nevis West Indies, St. Thomas NYE, Puerto Rico NYE, and many more!

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Your Personalized Zambelli Fireworks Team and Technicians

Ernie Simmons
Operations Manager
Senior Project Manager
863-287-9168 cell
epsimms@aol.com

Ernie has worked with Zambelli Fireworks since 1978 designing, shooting and training technicians. His primary roles include training both fireworks technicians and Fire Marshals/Safety Officials, and of course lead technician on dozens of shows annually.

Mike Simmons
Project Manager/Storage Facility Manger
(941) 232-2114 Cell
mikesimmons@zambellifireworks.com

Mike Simmons has been designing and displaying shows for Zambelli Fireworks for more than 25 years. He also oversees displays primarily on the Gulf Coast of Florida. Mike is also the Storage Facility Logistics and Inventory manager for the Florida ATF facility. He will spend significant time coordinating the logistics of the display.

Danielle Fredrickson
Senior Customer Service Manager
561-395-0955
daniellefredrickson@zambellifireworks.com

Danielle is the person who works behind the scenes to make everything regarding the fireworks show logistics come together. She will work on the permit applications, certificates of insurance, technician coordination, area site maps, and can answer any question you may have regarding your fireworks display.

Zach Taminosian
Senior Designer/Choreographer
561-395-0955 office
239-225-8012 cell
zach@zambellifireworks.com

Zach has worked for Zambelli Fireworks for more than twelve years. His in-depth knowledge of show design and choreography is second-to-none. He is tasked with designing some of the largest displays in the United States. Zach also works tirelessly to buy the best fireworks from around the world

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Chrysanthemums



Description: Typically a spherical break of colored stars that leave a trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

Body

Red Chrys
Green Chrys
Yellow Chrys
Blooming Silvery Chrys
Blue Chrys
Red, White and Blue Chrys
Green to Purple Chrys
Varied Colorful Flowers
Multi-Color Chrys
Golden Chrys w/rising tails
Silver to Purple Chrys
Glittering Silver to Red Chrys
Purple Chrys with White Pistil
Red Chrys with white Pistil
Gold Wave to Red/Blue Chrys

Red to Blue Chrys.
Silver to Green Chrys.
Gold Chrys. w/ rising tails
Glitter Silver to Red Chrys
White Twinkling Chrys.
Spangle Chrys. w/rising tails
Orange Chrys. w/rising tails
Purple Chrys
Yellow Chrys
Silver Chrys w/rising tails
Silver to Green Chrys
Variegated Rainbow Chrys
Green Chrys with Green Pistil
Silver and Gold Chrys
Multi-Color Chrys to Popping Flowers

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FIREWORKS

Peonies



Description: Typically a spherical break of colored stars that leave no trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

Body

White Peony
Silver Wave to Purple Peony
Yellow Peony
Purple Peony w/Gold Palm
Variegated Peony (rainbow)
Red, White and Blue Peony
Silver to Red Peony
Orange Peony
Silver Wave to Blue Peony
Red to Silver Peony
Golden Peony
Red and Green Peony
Color Changing Peony
Popping Peony (Red)
Half Blue Half Red Peony
Half Green Half White Peony
Pink Peony
Green to Silver to Blue Peony

Blue Peony w/Blue Palm Tree.
Multi-Colored Peony
Green Peony w/Gold Palm Tree
Red to Blue Peony
White Peony w/Blue Pistil
Glittering Peony
Silver to Blue Peony
Half Green Half White Peony
Silver Wave to Purple Peony
Green to Purple Peony
Blue Peony w/titanium reports
Blue to Silver Peony
Sparkling Peony w/Pistil
Popping Peony (White)
Half White Half Red Peony
Golden Waves to Purple Peony
Brilliant Orange Peony
Red to White to Blue Peony

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Crossettes



Description: A crossette is a unique shell that breaks into 6 or 8 arms. Then, after some delay, those arms again break into multiple arms criss-crossing each other in a grid-like fashion throughout the sky. Larger caliber shells may even have a third break in all of the arms.

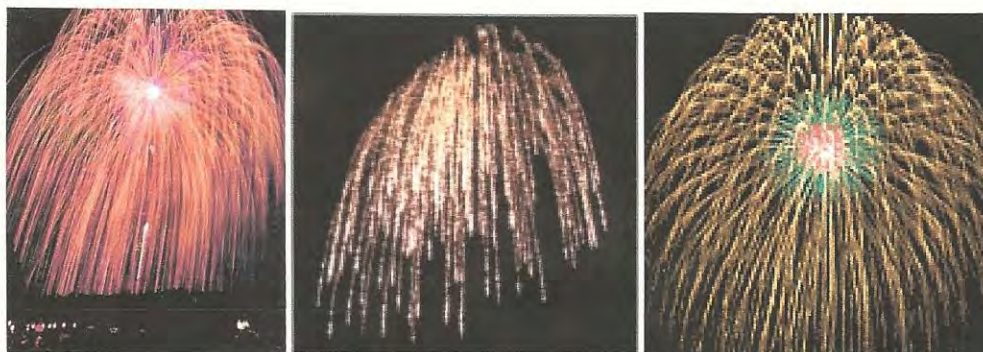
Blue Crossettes
Red to Blue Crossettes
Variegated Rainbow Crossettes
Crackling Crossettes
Red to Green Crossettes
Green to Purple Crossettes
Red Crossette Palm Tree
White Flitter Crossettes

Green to Blue Crossettes
Silver Crossettes
Purple and White Crossettes
Gold Crossettes w/rising tails
Green Crossette w/green Tails
Rainbow Crossettes w/red Tails
Blue Crossette Palm Tree
Silver Crossettes

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Duration/Lingering Effects (Willows, Brocades, Kamuros)



Description: A Long Duration/Lingering Effect is like a Chrysanthemum but burns slowly to the ground leaving a trail of aerial spark dust. These shells are many times gold or silver with various color tips, color changing, or have various colored centers. Zambelli uses many long duration effects at the end of finales to create a sky of gold or silver.

Twilight Glitter w/Purple
Brocade Crowns
Brocade Crown to Purple
Variegated Falling Leaves
Long Duration Kamuro
Pixie Dust Willows
White Poca Shells

Twilight Glitter w/Red
Long Duration Red Falling Leaves
Brocade Crown to Red
Purple Falling Leaves
Super Brocade Crowns
Ultra-Long Duration Gold Kamuro
Gold Poca Shells

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Dahlias



Description: A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

Assorted Color Dahlia
Green Dahlia w/Pistil
Yellow Dahlia w/Pistil
Pink Dahlia
Gold Strobe Dahlia
Red Strobe Dahlia
Variegated Dalia
Purple and Red Dahlia

Blue Dahlias w/Pistil
Red Dahlia w/Pisitl
Red and Blue Dahlia
Silver Dahlia
Blue Strobe Dahlia
Purple Strobe Dahlia
White Dahlie w/Purple Tips
White Dahlia w/Red Tips

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Patterns



Description: Pattern shells come in a variety of shapes, sizes and depictions. Most notable shapes are shells with stars in patterns of hearts, smile faces, Saturn or other planet blasts, 4-leaf clovers, wagon wheels, etc.

Red Palm Trees
Red Hearts
Green to Purple Ring
Octopus Shells
Saturn Rings
Smile Faces
Green to Blue Crossing Rings
White/Red Bowtie in Ring

Blue Palm Trees
Triple Rings
Saturn Blasts
Meteor Rings
Crackling Palm Trees
Triple Rings w/scattering stars
Half White Half Purple Ring

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Specialty Shells



Description: There's a variety of specialty, premium shells that include horsetail willows, scattering stars, bees, falling leaves, Palm Trees and other unique designs and effects.

Silver Bees
Horsetails
Large Silver Whirls (Serpents)
Trees of Many Colors
Peacock Feathers
Thousands of Gold Waves
Peacock Tails
Silver and Purple Strobes
Treasure Chests
Green Magnesium to Fast Strobe
Multi-Color Shell of Shells

Blue Bees
Aluminum King Shells
Blue and Red Spiders
Kaleidoscopes
Gold Sparkling Kamikazes
Thousands of Red Waves
Red, White, Blue Dragon Eggs
Popping Flowers
Red Shell of Shells
Green Shell of Shells
Tourbillion and Multi-Color

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Specialty Noise



Description: Noise shells come in many different types. The most popular are cracking, whistling or screamers, thousands of popping flowers, and the extremely loud titanium salutes.

Cracking Delight
Diamond Screamer Whistles
Crackling Double Rings
Crackling Coconut Trees
Twice Crackling Rain
Blue Crackling Flowers
Artillery Titanium
Gold Crackling Chrys

Serpents with Reports
Large Silver Screaming Whirls
White and Green Scattering
Blue Crackling Spiders
Tourbillion w/Reports
Green Crackling Flowers
Thundering Tourbillions
Whistles and Stars

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Barrage Cakes



Description: Barrage Cakes or Multi-shot devices are designed to significantly enhance fireworks displays by adding hundreds of rapid-fire shots of various effects. They are mainly used to create tableaux in tandem with aerial shells breaking around the multi-shot devices. Below are an example of the various types and designs.

35 Shot White Flitter Comet Box
35 Shot Red Crossette Fan Box
35 Shot Thunder Tourbillion Fan Box
35 Shot Dragon Eggs w/Tails
36 Shot Silver Fish with Tourbillion
36 Shot Assorted Colorful Falling Leaves
36 Shot Gold Twinkling Kamuro Box
36 Shot Red and Blue Crossettes
49 Shot Red and Silver Moons
49 Shot Red Crackling Tails
49 Shot Silver Crossettes
49 Shot Red and Green Crossettes
100 Shot Hammer Boxes
100 Shot Brocade Crowns
100 Shot Blue Crossettes with Tails
100 Shot Variegated Peonies
136 Shot W Shape Purple Kamuro
300 Shot 8 Shape White Strobe
372 Shot W-Shape Golden Willow

119 Shot Rapid Fired Gold Comets
192 Shot Fast Pearl Zippers
96 Shot Peacock Tails
140 Shot Silver Rain
80 Shot V-Shape Silver Coconuts
80 Shot V-Shape Rainbow Chrys.
200 Shot Whistling Comets
70 Shot Z-Shape Midnight Snow
400 Shot V Shape Rapid Fire Box
408 Shot Zipper Rapid Fire Box
300 Shot Finale Comet Box
665 Shot Silver Barriers
Angle Wipe Devices – (various angles)
Zipper Curtain Devices
Zipper Chase Devices
Fan Chase Devices
136 Shot W-Shape Silver to Green
300 Shot 8 Shape Red Pear Comets
408 Shot Z Shape Lime Green Pearl

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City of St. Pete Beach July 4th, 2016 Fireworks Display Proposal

A. Shell Count

- ✓ A total of **4,000** Display Shells will be provided for this Display. The Shell Count is as follows:

1-2": 2,400	2.5": 300
3": 600	4": 400
5": 300	

B. Shell Brands, Specialty Shells, Pattern Shells

- ✓ **All Shells included in the Display will be of the following brands:**

Lidu- High Quality Chinese Display Shells

Vulcan- High Quality Premium Brand Chinese Display Shells

Yung-Feng- Japanese Display Shells

Dancing- Premium Effect Chinese Brand Display Shells

- ✓ **Specialty Shells will be included in the display. Several of the effects included are:**

Pixie Dust Willow- (Shimmering Giant Willows with Color Pistils)

Nishiki Kamuro- Japanese Willows

Super Strobe- (Brilliant Fast-Frequency Strobe Breaks)

- ✓ **Pattern Shells will be included in the Display. Several of the effects included are:**

Star- (Five Pointed Star in Spangle Circle)

Ring- (Full Circle Pattern Cluster of Stars)

Starfish- (Actual Starfish Pattern Shell with Color Center)

C. Length of Display

- ✓ Display will last a **FULL 20-25 Minutes**. Breakdown of Each Segment of Display is noted Below:

D. Opener of Display

- ✓ **1 minute** length of opener
- ✓ Entire opener of display will be electronically fired.
- ✓ **396** shells will be used in the opening of the display

1-2": 300	2.5": 36
3": 30	4": 20
5": 10	

E. Body of Display

- ✓ **17-22 Minutes & 30 Seconds** length of main body
- ✓ Entire body of display will be electronically fired.
- ✓ **2,124** shells will be used in the body of display.

1-2": 1,260	2.5": 144
3": 240	4": 230
5": 250	

F. Pre-Finale of Display

- ✓ **30 second** length of pre-finale
- ✓ Entire pre-finale of display will be electronically fired.
- ✓ **432** shells will be used in the pre-finale of display.

1-2": 300	2.5": 30
3": 60	4": 30
5": 12	

G. Grand Finale of Display

- ✓ **1 minute** grand finale
- ✓ Grand Finale of display will be electronically fired.
- ✓ **1,048** shells will be used in the grand finale of display

1-2": 540	2.5": 90
3": 270	4": 120
5": 28	
- ✓ The grand finale will feature a **four feature** Finale:

<u>1st Feature: Color Shells Finale</u>
<u>2nd Feature: Red, White, & Blue Finale</u>
<u>3rd Feature: Silver Crackling Willows Finale</u>
<u>4th Feature: Salute Finale</u>

H. Equipment/Materials/Personnel Provided

- ✓ Professional and Qualified Technicians to Setup Display
- ✓ Certified and Qualified Shooter to Fire Display
- ✓ Digital Firing System and Modules
- ✓ All Racks, Nails, Lumber, Materials, etc.
- ✓ Professional and Qualified Technicians to Tear-Down Display
- ✓ **Fireworks Permit**
- ✓ Transportation
- ✓ Fuel
- ✓ Food
- ✓ Any other Miscellaneous Costs.

I. Liability Insurance

- ✓ **\$5,000,000.00** General Liability Insurance will be provided by Creative Pyrotechnics for display.
- ✓ **\$5,000,000.00** Auto Liability Insurance will be provided by Creative Pyrotechnics for display.
- ✓ **The City of St. Pete Beach, FL will be named as additional insured for display.**

J. Cost/Budget

- ✓ **2016 4th of July Fireworks Display:**

\$25,000.00 All-Inclusive

Proposal Created and Authorized on 3/16/2016 by:
Title:

E.J. Weppel
President

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

Issue

Considered: Authorize the City Manager to accept a proposal from Certus Builders, Inc. in the amount of \$53,830.50 for concrete sidewalk and curb replacement.

Date: April 26, 2016

Prepared By: Mike Clarke, Public Services Director

Summary

Of Issue: The City received sealed bids with unit prices including sidewalk, concrete apron and curb replacement on January 5, 2016. This type of purchasing agreement allows the City to quickly address needed concrete repairs at the lowest possible cost. After a review of the unit prices provided and included with this report, the required bid submittals, and positive references, Certus Builders, Inc. was determined to be the lowest qualified bidder.

Public Services then sent Certus Builders an inventory of the items which are to be addressed this year. Based on this proposal, we will issue Certus a Purchase Order in the amount of \$53,830.50.

Funding: CIP - Streets – R&M Other - 001.6103.541.5469

Requested

Motion: “I move to authorize the City Manager to enter into a unit price purchasing agreement with Certus Builders, Inc. for concrete sidewalk and apron replacement.”

Attachments: Proposal from Certus Builders, Inc.
Executed Purchase Agreement with Certus Builders, Inc.

Reviewed by
City Manager: WS

Curb and Sidewalk



FY2016 Unit Price Sidewalk & Curb Replacement

Contract # 16117

Proposal

3/31/2016

Location: St Pete Beach, Multiple	Type: Concrete	Units	Quantity	Unit Price	Total
1) 79th Avenue @ Gulf Blvd (7901)	Miami	LF	58	\$20.75	\$1,203.50
	Sod SA	SF	174	\$0.50	\$87.00
2) 7825 Gulf Blvd	Miami	LF	51	\$20.75	\$1,058.25
	Sod SA	SF	153	\$0.50	\$76.50
3) 81st Avenue @ Boca Ciega	Sidewalk width 4' x 48'	SF	192	\$5.25	\$1,008.00
Valley (Not requested, we recommend)	Miami	LF	16	\$20.75	\$332.00
	"D"	LF	30	\$24.25	\$727.50
	Storm throat	LF	12	\$75.00	\$900.00
	ADA Ramps	EA	2	\$1,350.00	\$2,700.00
	Sod SA	SF	498	\$0.50	\$249.00
	Asphalt	SY	1	\$45.00	\$45.00
	Valley	LF	60	\$21.00	\$1,260.00
4) 82nd Avenue and Boca Ciega	ADA Ramps	EA	2	\$1,350.00	\$2,700.00
	Miami	LF	168	\$20.75	\$3,486.00
	Sidewalk 12' @ 4	SF	48	\$5.25	\$252.00
	Sidewalk 45' @ 5.5	SF	248	\$5.25	\$1,302.00
	Sod SA	SF	774	\$0.50	\$387.00
	Asphalt	SY	2	\$45.00	\$90.00
5) 84th and 85th Ave @ Boca Ciega	Valley	LF	61	\$21.00	\$1,281.00
	Miami	LF	206	\$20.75	\$4,274.50
	Sod SA	SF	618	\$0.50	\$309.00
	Asphalt	SY	3	\$45.00	\$135.00
6) 83rd-84th Block	Miami	LF	31	\$20.75	\$643.25
	ADA Ramp	EA	1	\$1,350.00	\$1,350.00
	Sidewalk	SF	60	\$5.25	\$315.00
	Sod SA	SF	183	\$0.50	\$91.50
	Asphalt	SY	1	\$45.00	\$45.00
7) 84th Avenue	Miami	LF	249	\$20.75	\$5,166.75
	Sod SA	SF	747	\$0.50	\$373.50
	Asphalt	SY	2	\$45.00	\$90.00
8) 84th and Boca Ciega	Miami	LF	235	\$20.75	\$4,876.25
	Sod SA	SF	705	\$0.50	\$352.50
	Asphalt	SY	2	\$45.00	\$90.00

Curb and Sidewalk

9) 7904 Coquina Way	Miami	LF	215	\$20.75	\$4,461.25
	Sod SA	SF	645	\$0.50	\$322.50
	Asphalt	SY	2	\$45.00	\$90.00
10) 7925 Coquina Way	Miami	LF	234	\$20.75	\$4,855.50
	Sod SA	SF	702	\$0.50	\$351.00
	Asphalt	SY	2	\$45.00	\$90.00
11) Coquina and 80th Avenue	Valley	LF	40	\$21.00	\$840.00
	Sod SA	SF	120	\$0.50	\$60.00
	Asphalt	SY	1	\$45.00	\$45.00
12) 8021 Coquina Way	Miami	LF	50	\$20.75	\$1,037.50
13) 38 44th Avenue	Sidewalk 50' @ 5'	SF	250	\$5.25	\$1,312.50
	Sod SA	SF	300	\$0.50	\$150.00
	IPC Clean Fill	CY	2	\$17.50	\$35.00
	Line Pump	HR	4	\$97.50	\$390.00
	Buggy/Skidsteer	HRS	10	\$75.00	\$750.00
14) 44th Avenue (GiGi's Pizza)	Miami	LF	70	\$20.75	\$1,452.50
	Sod SA	SF	210	\$0.50	\$105.00
15) 8130 Coquina Way	Driveway	SF	43	\$5.25	\$225.75
Total					\$53,830.50

Notes:

1. Some locations may not have enough elevation change to produce a proper scour velocity, although we will make every attempt to maintain positive flow we cannot guarantee against minor ponding.
2. The City of St. Pete Beach is to provide a laydown area for Certus to place a conex box.
3. Relocation of utilities not included.

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Certus Builders, Inc.
FY2016 Unit Price Sidewalk and Curb Replacement

THIS AGREEMENT is hereby executed this 26th day of January, 2016, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Certus Builders, Inc. (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor.

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. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than September 30th, 2016.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor'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 Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.

5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor 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.

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

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

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

9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor'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 of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor'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. Vendor 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 Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for damages caused loss 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 Contract. The City shall require of the Vendor, Vendor'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.

10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor 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.

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

12. This document embodies 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.

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

14. Vendor hereby acknowledges that the person executing this agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

Certus Builders, Inc.
304 S. Westland Avenue
Tampa, FL 33606

As to City:

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

16. 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.

17. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

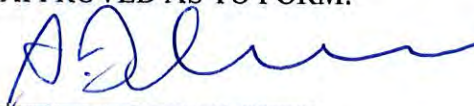
Certus Builders, Inc.
Vendor

BY 
DEAN A. SUMNER, CEO
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY 
CITY MANAGER

APPROVED AS TO FORM:


ANDREW DICKMAN
CITY ATTORNEY

ATTEST:


CITY CLERK

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city .

This is a new legal requirement.

119.0701 Contracts; public records.—

(1) 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) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

3/12/14

**ST. PETE BEACH CITY COMMISSION
AGENDA REPORT**

Issue Considered: Resolution 2016-06 declaring as surplus certain City owned office furniture and equipment, authorization for the City Manager to dispose of same in the manner required by law.

Date: April 26, 2016

Prepared By: Elaine Edmunds, Administrative Services Supervisor

Summary: This is a request to approve Resolution 2016-06 and declare as surplus the following list of office furnishings at the library:

- One - L-shaped desk with 4 shelf, overhead attached unit
- One -L-shaped desk without shelving unit
- Three - Desks with 4 shelf, overhead attached unit
- Two - Desks without shelving unit
- Two - Double-sized storage cabinets with shelves
- Two - Double-drawers filing cabinets
- Seven - Arm chairs, upholstered seats & backs
- One - Bookshelf unit, 5 shelves (very old)
- Three - Task Chairs, with arms; upholstered seats & backs (very old)
- Two - Guest Chairs, with arms; upholstered seats & backs (very old)
- One - Desk Chair, with arms; upholstered seat & back (very old)
- Two - Desk Chairs, with arms; black vinyl seats & back

Most of these items are more than 25 years old. Furniture will be replaced with modular furniture that will be transferred to the staff work area in the new library.

Requested Motion: “I move to approve Resolution 2016-06 ...(read title)”

Attachment: Resolution 2016-06 and Appendix A

Reviewed by:
City Manger: WS

RESOLUTION 2016-06

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA DECLARING AS SURPLUS CERTAIN CITY OWNED OFFICE FURNITURE AND EQUIPMENT AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID ASSETS IN THE MANNER REQUIRED BY LAW.

The Board of Commission of the City of St. Pete Beach, Pinellas County, Florida at a regular meeting duly assembled on Tuesday, April 26, 2016 resolves as follows:

WHEREAS, the Board of Commission of the City of St. Pete Beach, Pinellas County, Florida have determined at the present time that the list of City owned office furniture and equipment attached hereto in Appendix A have been declared surplus; AND

WHEREAS, it has been determined that said City owned office furniture and equipment may be disposed of.

NOW, THEREFORE the City Commission of the City of St. Pete Beach, Pinellas County, Florida, at its regular meeting duly called provides as follows:

BE IT RESOLVED:

That the City Commission of St. Pete Beach, Pinellas County, Florida, authorizes the City Manager to dispose of the City office furniture and equipment attached hereto in Appendix A in the manner required by law.

INTRODUCED AND PASSED by the City Commission of St. Pete Beach, Pinellas County, Florida on this 26th. Day of April, 2016.

Maria Lowe, Mayor

Rebecca Haynes , City Clerk

APPENDIX A

St. Pete Beach LIBRARY

Furniture INVENTORY

April 26, 2016

Items to be surplusd

These items are matching blond/pinkish wood (approx. age 25 yrs.):

One (1)	L-shaped desk with 4 shelf, overhead attached unit
One (1)	L-shaped desk without shelving unit
Three(3)	Desks with 4 shelf, overhead attached unit
Two(2)	Desks without shelving unit
Two(2)	Double-sized storage cabinets with shelves
Two(2)	Double-drawers filing cabinets
Seven(7)	Arm chairs, upholstered seats & backs

Other items:

One(1)	Bookshelf unit, 5 shelves (very old)
Three(3)	Task Chairs, with arms; upholstered seats & backs (very old)
Two(2)	Guest Chairs, with arms; upholstered seats & backs (very old)
One(1)	Desk Chair, with arms; upholstered seat & back (very old)
Two(2)	Desk Chairs, with arms; black vinyl seats & back



Building and Community Development

155 Corey Avenue
St. Pete Beach, Florida 33706
Phone: 727.367.2735
Fax: 727.363.9222

Memorandum

April 26, 2016

To: Wayne Saunders, City Manager *WS*
From: Jennifer Bryla, Community Development Director
Re: 2016 2nd Quarter Report
Community Development Department

The attached report includes information related to the following:

Planning Support – This portion of the report includes information on various Boards and Committees supported by the Planning Division including the number of cases/items and their disposition.

Building Inspections – This portion of the report includes the number of building inspections performed for the quarter broken down by month and type.

Permits Issued - This portion of the report includes the total number of permits issued by type.

Plan Review Action - This portion of the report includes plan review actions and outcomes.

Code Enforcement - This portion of the report includes code enforcement items broken down by District.

Planning Support				
	January	February	March	Total
BOA Items	3	1	3	7
PB Items	1	3	3	7
Historic Board Items	1	2	3	6
Commission Items	3	3	3	9
Magistrate Items	5	3	6	14
Technical Review Committee	4	4	2	10

Other Commission Items:
CRA review and approval of plan

Inspection Totals

January 2016

BUILDING

(161 Inspections)

ELECTRICAL

(65 Inspections)

FINAL

(4 Inspection)

GAS

(9 Inspections)

MECHANICAL

(40 Inspections)

PLUMBING

(56 Inspections)

POOL

(13 Inspections)

January 2016 Inspections 347

February 2016

BUILDING

(222 Inspections)

ELECTRICAL

(81 Inspections)

FINAL

(1Inspection)

GAS

(6 Inspections)
MECHANICAL
(49 Inspections)
PLUMBING
(58 Inspections)
POOL
(13 Inspections)

February 2016 Inspections 433

March 2016

BUILDING
(224 Inspections)
ELECTRICAL
(72 Inspections)
GAS
(2 Inspections)
MECHANICAL
(41 Inspections)
PLUMBING
(63 Inspections)
POOL
(22 Inspections)

March 2016 Inspections 424

Total number of Inspections 1204

Plan Review

January 42 plans	\$9,979.75
February 54 plans	\$8,811.25
March 57 plans	\$11,285.00

PARKING PASSES ISSUED

January 88 passes – \$36,078.00
February 58 passes - \$16,176.00
March 61 passes - \$14,047.00
Total: 2472 Passes \$66,301.00

In addition we issued 2,222 – M passes at a cost 6,666.00

Total Passes issued – 4,694

CODE ENFORCEMENT CASES

District 1

January – 2
February - 5
March - 6

District 2

January – 1
February - 2
March - 4

District 3

January – 6
February -2
March - 4

District 4

January –4
February -1
March - 7

Total Cases 2nd Quarter - 44

OTHER ITEMS OF INTEREST

- ❖ During this quarter, the Community Development Department was able to secure permitting software that will allow the department to move into a more automated system. Allowing applicants to review permits, schedule inspections and pay on line. The staff is participating in all the necessary training and an expected unveiling is in the summer months.
- ❖ Staff attended a Community Meeting for the proposed Post Card Inn hotel which is planned on the adjacent owner property. There were approximately 200 people in attendance; this is the first step in the redevelopment process as outlined by the Comprehensive Plan.
- ❖ The department was able re-write the parking ordinance for additional clarity for our residents to be able to secure a parking permit for the City.
- ❖ The department issued an RFP to secure a “maintenance contractor” to be able to abate code enforcement properties that have fallen into disrepair. A firm is expected to be selected by the Commission in April.
- ❖ Staff is continuing to review and provide guidance to customers concerning the remedial action agreement. Considerable interest is being generated within the City trying to identify re-development opportunities and allowable uses.
- ❖ Staff continues to shepherd the CRA document through the statutory process. Staff has engaged with County staff to coordinate the necessary documents for their review of the Plan. The Plan has been approved by the City’s CRA and City Commission in a unanimous vote in both occasions. The plan was also approved to advertise for the public hearing by the County on April 26th.
- ❖ Staff continued to represent the City as sitting members to the Pinellas Advisory Committee and Technical Coordinating Committee. Staff also attended several Pinellas Planning Council and Metropolitan Planning Organization meetings when possible.
- ❖ The department is continuing to work with the consultant on the PAG design service project. The consultant gave a presentation to a joint meeting of the Historic Preservation Board and the Planning Board. The consultant is working currently on the “Cut Sheets” for the project. The “form-based” code project is anticipated to offer recommendations sometime in April or May
- ❖ Staff processed the first Comprehensive Plan amendment since the reinstatement of our Plan in March of 2015. The amendment responded to changes that Pinellas County has made to their Plan reflect changes from transportation impact fees to multimodal fees. The final adoption is expected in June of 2016.

ECONOMIC DEVELOPMENT INITIATIVES

- ❖ Staff is also developing a reasonable strategy for the adoption of the required EAR for the Comprehensive Plan.
- ❖ Staff is processing the first hotel redevelopment with an application for a comprehensive plan amendment that should be heard by the LPA in April.
- ❖ Staff has met with various development professionals providing guidance and development potential for properties located within the CRD.
- ❖ Staff is continuing to attend the Pinellas County quarterly economic development meetings
- ❖ Staff is continuing to research and enforce Short Term Rental Violations that exist in the City. This is clearly an ongoing effort.



WS

Public Services Department
FY16 2nd Quarter Report (January, February and March 2016)

"The Public Services Department oversees the efficient and effective operations of the Public Properties, Utilities and Construction Divisions in order to consistently deliver the highest quality of life and infrastructure to our island community."

DIRECTOR

- Started work on February 1, 2016.
- Began capabilities and mission assessment following American Public Works Association process format.
- Met with the work force to introduce myself and my background.
- Met with the Beach Stewardship Committee, first time in several years.
- Coordinated City concerns with County on Upham Beach Groin Replacement Project.
- Confirmed beach renourishment funding is in place through 2030.
- Developed matrix for long term sea wall maintenance program through 2026.
- Beginning infrastructure inventory for developing maintenance programs.
- Developed beach sign standard and began implementation including new Rip Tide Current signs.
- Working on a plan to integrate work order management with GIS data base systems including enhanced printing and viewing capabilities.
- Reviewing street sweeping process and cost analysis of contract vs in house.
- Reviewing beach garbage cleaning process and cost analysis of contract vs in house.
- Met with Progressive Inc. to review recycling program and toured the recycling separation facility.
- Re-structured the parks and properties landscaping contract to break it down in to four smaller contracts along district lines for better management.
- Examining the organizational chart to align personnel with mission execution and enterprise funding.
- Recommended changing the Project Manager to City Engineer.
- Coordinated the elimination of invasive Australian Pine Trees at Egan Park.
- Performed an analysis of Dune Cross Over maintenance needs and will use that to drive maintenance and replacement projects.
- Developing storm water maintenance list of projects, developing ranking criteria to prioritize projects in preparation for execution of FY17 funding.
- Coordinated commitment from State DoT to change St. Pete Bch signs on I-75 to read St. Pete Beach in the next annual sign maintenance schedule.
- Attended Emergency Management Training at the County EOC.
- Reviewing possibilities for enhanced Christmas lighting for 2017 season.

- Aligned CIP Projects into a prioritized list and focused our efforts to improve execution of the program.
- Achieved 100% participation in the job analysis contract effort.

PUBLIC PROPERTIES AND UTILITIES

- Continually serviced Egan Park baseball/softball field and prepared them for Little League and softball games.
- Performed sign maintenance in several locations throughout the City.
- Beach Cleaning managing red tide and seaweed removal operations continued on a daily basis.
- Normal Park and facility maintenance continued in all areas.
- Lowered all City flags to half-staff on several occasions.
- Assisted by delivering materials for several special events such as Beach Goes Pops providing trash cans and barricades.
- Put up banners over 75th Ave, advertising several events.
- Performed numerous sewer inspections and televised the lines.
- Staff responded several times during and after hours for alarms at our Lift and Pump Stations.
- Cleaned storm lines and catch basins in various locations.
- One hundred and sixty three (130) work orders were complete this quarter (Facility Dude).
- One hundred and twenty seven (127) locates were completed this quarter (Sunshine One-Call).
- Trimmed and dug open culverts in retention areas.
- Cleaned the debris from the storm water grates to ease street flooding after rain events.
- Performed sanitary sewer maintenance on lift stations by pumping down and conducting generator tests.
- Exercise valves and clean the manholes housing our air release valves on Gulf Blvd.
- Continually cleaned out bypass pumps at PS #3 to keep flow moving due to collapsed line.
- Several pot holes were filled in city wide.
- Attended meetings for Force Main #3 replacement and PS #3 Construction.
- Located and repaired several RCW boxes city wide.
- Doggie bags were restocked after receiving several calls about them being empty.

CONSTRUCTION

- FY15
- 1. PAGW: Sanitary line from Condos: Installing a holding tank with scheduled cleaning
- SPYC man hole dropped from contract for now
- Pink wall sidewalk approved at 4'x5'x6' will notify residents

- 2. FY16 Street Resurfacing: Alley at 20th Ave PAG first up
- 3. Wastewater Pump Station #3: about 10% complete and ongoing
- 4. Wastewater Force Main #3: about 50% complete and ongoing
- 5. Wastewater I&I Study: Capacity Analysis due end of April
- 6. Egan Park Improvements PH I: Meeting with contractor today to price out the completion
- 7. Gulf Blvd Sanitary Sewer Crossovers: Working to get AE into design to determine methodology and a cost
- 8. Blind Pass Road: Design at 90%
- FY16
- 1. Upham Beach Deck Replacement scheduled for September
- 2. 1st Ave Concrete Jetty: Out for bid
- 3. Egan Park Phase II: Waiting for design inputs
- 4. ADA Transition Plan: met with AE, waiting on SOW and cost proposal
- 5. Warren Webster Building Renovation: Received Bids, split the project into 4 phases
- 6. Police Station Demolition: ongoing
- 7. Street/Alley Rehabilitation: Awarded, 20th Ave Alley first up
- 8. Seawall Repair: Two locations under design
- 9. Pass A Grille PH II: In Design
- 10. FDOT Landscaping: In design complete by June
- 11. Egan Park Lighting and Netting: Netting done, pending usage study for lighting
- 12. New Library: AE Selected, conversation ongoing
- 13. Library Renovation: Awarded, contractor starts up next week
- 14. Gulf Blvd. Electrical Undergrounding: Received Duke Energy Non-Binding cost est. Not very complete, suggest AE
- 15. Lazarillo Park Restrooms: Pending design considerations
- 16. Lift Station Repair and Renovation Program: Stations 8 and 16 combined into one contract, in design, award in Aug
- 17. Wastewater I&I Repair Program: Working on Manhole Repair; Lining and Point Repair task order contracts
- 18. TI Valve Vault Repair PH I: I&I AE locating pipe, recommending a valve location and design
- 19. Telemetry Configuration: Canceled, funding moved to project #18
- 20. Reclaimed Water System Repair Program: Ongoing
- 21. City Hall Generator: Pending additional budget and SOW review
- 22. Gulf Way Sand Wall: Pending additional budget review

To: Wayne Saunders, City Manager^{WS}
From: James Kilpatrick, Fire Chief
Date: April 26, 2016
Subject: 2nd Quarter Report FY 2016 – Fire Department

The following is a summary of Fire Department activities for the 2nd Quarter of FY2016:

- Crews have been involved in Public Education at St Johns Church, St. Albans, and Montessori by the Sea schools.
- Crews attended countywide ISO required fire based training.
- Crews attended required Continuing Medical Education (CME) class to maintain proficiency and maintain certifications.
- The Team is out in the community working on Tactical Survey Reviews (TSR) of all commercial buildings.
- Personnel conducted 216 Commercial Inspections during the quarter.
- During the quarter the Fire Department responded to 568 requests for service in the following categories:

EMS	506
Fire	62



MEMORANDUM

To: Wayne Saunders *WS*
City Manager

From: Jennifer McMahon
Recreation Director

Date: April 26, 2016

Recreation Quarterly Report – 2nd Quarter January- March 2016

Programs

- The after school program is licensed by the Pinellas County Licensing Board and Health Department for the 2015-16 school year. The program enrolled 90.
- The Community Center has enrolled 582 SilverSneaker members and average 850 visits a month with a revenue average for second quarter of \$2,500.
- 45 and older basketball programs had 8 teams each this quarter
- Lego Robotics team placed 1st place with a perfect score of 200 in the Robofest regional competition in Oldsmar on March 12, 2016. With the win, they are invited to compete in Detroit, MI in May in the World Robofest Competition held at Lawrence Tech University.
- Provided a Senior Excursion every Friday beginning January 9. Each trip filled up and over 295 seniors took advantage of our trips bringing in over \$3,895 in revenue and 67% of the attendees are residents.
- Hosted Community Wide Garage Sale with over 70 vendors on January 23
- Led a Beach Clean Up on Upham Beach with 32 volunteers on March 19
- Hosted Music in the Afternoon events January – March with over 150 seniors in attendance at each fee event.
- Pickleball revenue from those paying daily or purchased a punch card from January- March was at \$3522. This does not include the revenue from SilverSneaker users. Average number of players this quarter was 35 players a day but on some occasions had over 70 players.
- Master's Tennis is continued to be played at Lazarillo Park every Monday at 10am.

- Staff led programs revenue for 1st and 2nd quarter is \$75,600; up 10% from FY15.
- Instructor-led class revenue is up 17% from FY15 to \$59,300
- Fitness Room attendance is averaging 50/day in the 2nd quarter and revenue for 1st and 2nd quarter has increased 13% from FY15 to \$11,000.
- Sold 131 Resident monthly fitness room passes and 66 Non-Resident fitness room from January to March totaling \$2,366. All other admission is paid on a daily basis.
- Pool admission revenue is up 15% from FY15 to \$9,500
- Community Center Rentals is down 8% from FY 15 to \$128,531
- There were 7 permitted special events this quarter in our parks.
- 172 weddings were permitted this quarter generating \$3,440 in revenue
- Hosted Underwater Egg Hunt and Spring Festival on March 26 with over 500 people in attendance.
- Hosted bi-weekly Lunch and Learns partnering with local businesses.

Pool

- Umbrella Rentals: Two Rentals with 80 participants
- The pool has 57 Pool Memberships
- The Complete Water Workout Classes are held on Tuesday/Wednesday/Thursday from 1:230pm-2:15pm with an average of 20 participants
- Water Zumba classes are held on Friday/Saturday with an average of 8 participants
- Aqua Fitness Class are held on Monday/Wednesday with an average of 15 participants
- West Florida Swim Team practices at the pool Monday-Friday 4:00pm-6:00pm. The team has an average about 75 swim team members
- High School Development Team began in January with about 5 Team Members. They practice between 3:00pm-4:30pm
- TradeWinds Resort used the pool for their Lifeguard Training two days in February.
- Pool Reopen on Sundays beginning March 1 from noon to 3:00pm
- University of Louisville rented the pool for winter training
- Hosted an underwater hockey expo in March

Marketing

Marketing material is created in house and then is sent by many different avenues. Below is how we get the word out to the community:

- Print – The Gabber, Pinellas Beaches Patch, Tampa Bay Times, Island Reporter, Paradise News, Beach Beacon
- Insert in Tampa Bay Times Sunday January 10 paper to over 10,000 homes

- Flyers/Brochures – to all area schools, lobbies, city hall, library, local hotels and condos
- Online – website, facebook, twitter, TBO.com, blogs, WhatsdoingTampaBay.com, weddingwire, VisitFlorida and print website pages
- Press Releases

Rentals

- Community Center Rentals: 13
- Other rentals: Hosted SPB Classic Race Party
- Meeting rentals: Weekly rental every Thursday from Beaches Pitch Group
Monthly meeting with South Beach Referral Group
Hosted meeting space for St Pete Beach Classic meetings
Hosted meeting space for South West Little League
- Park Rentals: 17- Horan 3, Hurley 6, Mckenney 8.
- Warren Webster: 8 (above the regular scheduled meetings and civic group meetings)

Staff

- Greg Davison renewed his lifeguard certification
- Shawn Leonard completed the required 40 hours childcare training
- Jay Witte was named interim aquatic coordinator



TO: Wayne Saunders, City Manager WS
FROM: Rebecca C. Haynes, City Clerk
RE: 2nd Quarter Report
DATE: April 26, 2016

- ✓ Attended and recorded the following meetings, prepared minutes and related follow-up, posted to the website and downloaded meetings to DVDs and CDs
 - o City Commission (10)
 - o Beach Stewardship Committee (1)
 - o Board of Adjustment (3)
 - o Finance and Budget Review Committee (1)
 - o Historic Preservation Board (4)
 - o Library Advisory Committee (2)
 - o Pension Boards (3)
 - o Planning Board (3)
 - o Recreation Advisory Committee (1)
 - o Special Magistrate Hearings (4)
- ✓ Attended the following meetings with City Manager and/or City Staff
 - o Bi-weekly meetings (6)
 - o City Clerk staff meetings (7)
 - o Pre- and Post-Agenda meetings (10)
 - o Your Turn meetings, Health Insurance Review Committee meetings, Violence in the Workplace training, Safety Committee meetings
- ✓ Met with Mayor and City Commissioners on an as-needed basis
- ✓
- ✓ Elections Administrator for Presidential Preference Primary – Municipal Election held on March 15, 2016; visited poll sites on Election Day to offer assistance and resolve any complaints/issues; participated in Board of Canvassers meeting; prepared and processed documents for acceptance by the Supervisor of Elections Office; assisted candidates with Treasurer Reports, various deadline submittal dates, sign regulations, general questions; provided election results in “real time” to candidates, commissioners and staff.
- ✓ Organized the Suncoast League of Cities annual business luncheon at the Community Center for member cities and organizations

- ✓ Prepared and published legal ads:
 - o Ordinances (8)
 - o Public Hearings (6)
 - o Requests for Bids (3)
 - o Requests for Proposals (1)
- ✓ Received and recorded sealed bids, opened and processed in recorded public meeting, composed minutes
- ✓ Received, researched and provided documents in response to numerous public records requests

- ✓ Began recruiting process for vacant part-time secretary position; took over responsibilities assigned to position during recruitment

- ✓ Records Management System:
 - o Contracted with shredding company to provide services - annual destruction of permitted documents
 - o Continued working with consultant to review and organize FY 2016 documents for retention and/or destruction
 - o Continued to categorize and transfer files
 - o Continued drafting city-wide Records Management System; worked with Records Management Consultant and departments continuing city-wide records management procedures/policies
 - o Scanned documents into Laserfiche

- ✓ Completed Management Advisory Group Compensation and Classification Study
- ✓ Worked with Mayor and staff to draft/design advisory board appreciation plaques and certificates; drafted and distributed correspondence to the 50 current members to attend the special ceremony; maintained RSVP list
- ✓ Published agendas, meetings, minutes, ordinances, resolutions, pension board documents through Granicus for placement on website for transparency to the community
- ✓ Participated in the FL Association of City Clerk webinars and Pinellas County Municipal Clerks training sessions
- ✓ Updated and maintained advisory board membership and condominium/civic association membership lists; drafted welcome and appreciation correspondence to members
- ✓ Distributed Statements of Financial Interest forms (Form 1 and 1F) to elected and appointed officials, and staff members
- ✓ Scheduled Commissioners for attendance at various training sessions, board/committee meetings
- ✓ Provided adopted ordinances to MuniCode for update in our Code of Ordinances, Land Development Code and Comprehensive Plan books
- ✓ Served as Notary Public, attested Declarations of Domicile

- ✓ Assisted with parking permit telephone calls and walk-in customer service
- ✓ Updated/distributed/posted Chambers calendar
- ✓ Approved & processed invoices for City Commission and City Clerk Departments
- ✓ Approved & processed payroll
- ✓ Processed all departmental incoming and outgoing mail, Federal Express packages, supply & equipment delivery
- ✓ Greeted & assisted public with tourist information, meetings, interview appointments, etc.
- ✓ Volunteered at community events and celebrations