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COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, May 10, 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. **Sheriff's Office update-Captain Michael Leiner and Introduction of Community Services Officer - Deputy Syeeta Robinson.**

2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.

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

4. **Consent**

a. **Approval to retain special counsel - Dickinson & Gibbons, P.A. - for professional malpractice action against the law firm of Bryant Miller & Olive, P.A.**
b. **Authorize the City Manager to approve a change order to the purchase agreement with Ajax Paving Industries of Florida, LLC for the FY2015 scope of Street Rehabilitation in the amount of $17,213.**
c. **Authorize the City Manager to enter into a unit price purchasing agreement with Ajax Paving Industries of Florida, LLC for Street Rehabilitation FY2016 and to allow the Public Services Director to issue Purchase Order(s) totaling an amount not to exceed the City's annual budget of $600,000 for FY2016 (less any approved Change Orders from FY15).**

5. Action Items

a. **Authorization to approve 60th Anniversary celebration plan as presented by the Recreation Advisory Board**

6. Ordinances – No items submitted at this time.

7. Resolutions – No items submitted at this time.

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

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

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

11. Adjournment

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

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

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

Pinellas County Sheriff's Office
Sheriff Bob Gualtieri

Response Time Analysis

July 1, 2015 – December 31, 2015

REPORT DETAILS

Date Range: July 1, 2015 – December 31, 2015

Data Sources: CAD, Call and Deputy Dispo for Dispatched Calls

Analysis Methodology:
The data was sorted by priority and the average response time for SB units by month and was calculated by averaging the actual response times for each call. There were no "Armed Emergency" priorities therefore no analysis was performed on this priority type.

Average Response Times

Response Times in these tables represent the time elapsed from the time the call was first assigned to a deputy till the time the first deputy arrived on scene.

"High" Priority Calls for Service

Response Time	
Month	**Average**
July	0:02:29
August	0:02:17
September	0:03:26
October	0:03:22
November	0:04:03
December	0:03:50
Total	*0:03:14*

"Medium" Priority Calls for Service

Response Time	
Month	**Average**
July	0:05:26
August	0:04:23
September	0:05:32
October	0:04:56
November	0:04:44
December	0:04:43
Total	*0:04:57*

"Low" Priority Calls for Service

Response Time	
Month	**Average**
July	0:06:24
August	0:05:40
September	0:05:55
October	0:05:44
November	0:05:45
December	0:06:53
Total	*0:06:02*

Call Prioritization

SOP-COM-3

Priorities are built into the CAD Dispatch program based upon the problem nature used.

"Armed Emergency" is used for a high priority call with a weapon involved.

"High" is used for an immediate dispatch. Included are in-progress, non-life threatening situations in which the probability for violence may exist, such as the presence of an armed subject or an in-progress burglary to an occupied residence.

"Medium" is used for a non-emergency or non-life threatening situation in which time is important, but not critical. A misdemeanor may have just occurred and the perpetrator could still be at the location or near the scene.

"Low" is used for a miscellaneous request for service in which time is not an important issue.

"Desk" is used to request the front desk deputy to handle.

"Call Taker" is used when the call is being cleared by the call taker.

"Supervisor" is used when routing a call to the supervisor.

CAD Priorities

These are the priorities as they relate in the CAD program. Example: If a call taker enters a call problem as a "Hostage Situation" then CAD will auto populate the priority as "High." The call taker can then change the priority as they see fit. Although, if the call problem is changed after this initial input, the corresponding priority will not change.

"Armed Emergency" CAD priority includes:		
ARMED PERSON	ARMED ROBBERY - IN PROGRESS	SHOOTING - IN PROGRESS
WEAPONS VIOL - IN PROGRESS		

"High" CAD priority includes:		
ABDUCTION / KIDNAPPING	ALARM HOLDUP	ASSAULT/BATTERY - IN PROGRESS
BOMB THREAT / DEVICE	BURGLARY - IN PROGRESS	CARJACKING - IN PROGRESS
CHILD ABUSE - IN PROGRESS	DISTURBANCE	DOMESTIC - IN PROGRESS
DRUG CALL - IN PROGRESS	ESCAPE/ABSCOND/ERRONEOUS RELEA	FRAUD/FORGERY - IN PROGRESS
HOME INVASION	LEWD/LASCIVIOUS - IN PROGRESS	RIOT
ROBBERY - IN PROGRESS	SEXUAL BATTERY - IN PROGRESS	STALKING - IN PROGRESS
STOLEN VEH - IN PROGRESS	SUICIDAL SUBJECT	THEFT - IN PROGRESS
VANDALISM - IN PROGRESS	WATER RESCUE	

Source: CAD Administrator (Jan 2016)

"Medium" CAD priority includes:		
911 HANGUP OR OPEN LINE	ACCIDENT	ACCIDENT - FHP REFUSED
ALARM	AMBULANCE / FIRE DEPT CALL	ARMED ROBBERY - NOT IN PROGRES
ASSAULT/BATTERY - NOT IN PROGR	BURGLARY - NOT IN PROGRESS	CARJACKING - NOT IN PROGRESS
CHILD ABUSE/CPI INVESTIGATION	DISORDERLY CONDUCT	DOMESTIC - NOT IN PROGRESS
DROWNING	DUI	EMOT. DIST. PERSON / BAKER ACT
FIRE / ARSON	GUN SHOTS HEARD	HIT AND RUN
HOMICIDE	INJURED PERSON	JUVENILE TROUBLE
KEEP THE PEACE	MISSING ADULT	MISSING JUVENILE
OPEN DOOR / WINDOW	OVERDOSE	PERSON DOWN
PROWLER	RECKLESS DRIVER / BOATER	ROBBERY - NOT IN PROGRESS
SEXUAL BATTERY - NOT IN PROGRE	SUSPICIOUS PERSON	SUSPICIOUS VEHICLE
THROWING DEADLY MISSILE IN PRO	UNKNOWN PROBLEM	WARRANT SERVICE / ATTEMPT
WEAPONS VIOLATION - NOT IN PRO		

"Low" CAD priority includes:		
ANIMAL CALL	ASSIST CITIZEN	ASSIST FHP
ASSIST MOTORIST	ASSIST OTHER AGENCY	BURGLARY-CPD-NOT IN PROGRESS
CIVIL MATTER	CONTACT	DECEASED PERSON
DIRECTED PATROL	DIVE TEAM INCIDENT	DRUG CALL - NOT IN PROGRESS
FRAUD/FORGERY - NOT IN PROGRES	HARASSING PHONE CALL	HAZARD
HOUSE CHECK	INFORMATION / OTHER	INJUNCTION SERVICE / VIOLATION
LEWD/LASCIVIOUS - NOT IN PROGR	LOST / STOLEN / RECOVERED TAG	LOST/FOUND/ABANDONED PROPERTY
NEIGHBOR PROBLEM	NOISE	OPERATION MEDICINE CABINET
ORDINANCE VIOLATION	PANHANDLER / SOLICITOR	PERSON UNDER INFLUENCE/MARCH
RECOVERED ADULT	RECOVERED JUVENILE	RECOVERED VEHICLE
SPECIAL DETAIL	STALKING - NOT IN PROGRESS	STOLEN VEH - NOT IN PROGRESS
SUPPLEMENT	SURVEILLANCE	THEFT - NOT IN PROGRESS
THROWING DEADLY MISSILE - NOT	TRAFFIC / DWLSR	TRAFFIC CONTROL
TRAFFIC HAZARD / OBSTRUCTION	TRAFFIC STOP	TRAFFIC VIOLATION
TRANSPORT	TRASH DUMP	TRESPASS
TRUANCY	VANDALISM - NOT IN PROGRESS	VEH ABANDONED / ILLEGALLY PARK

Source: CAD Administrator (Jan 2016)

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:	May 10, 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___

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FILE NO.: 131390
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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

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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

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

<u>CONTINGENCY FEE AGREEMENT</u>

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.

<u>STATEMENT OF CLIENT'S RIGHTS</u>

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:

<u>FEES</u>

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 ($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:

Wel 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: Authorize the City Manager to approve a change order to the purchase agreement with Ajax Paving Industries of Florida, LLC for the FY2015 scope of Street Rehabilitation in the amount of $17,213.

Date: May 10, 2016

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: On July 28th, 2015, City Commission authorized the City Manager to enter into a purchasing agreement with Ajax Paving Industries of Florida, LLC for Street Rehabilitation in the amount of $518,307.

The scope of this project included, but was not limited to, rehabilitation of Corey and 75th Avenues between Sunset Way and Gulf Boulevard. Included in this rehabilitation was installation of new valley gutters on Corey Avenue and a mill and resurfacing of the asphalt on both avenues in a manner intended to help facilitate improved drainage as much as possible considering the geometric constraints of these and the surrounding roadways. In the process of performing this rehabilitation, numerous additional items were found to be required due to existing site conditions, including:

1. Paving Sunset intersection with Corey
2. Paving radius at Sunset & 75th
3. Paving parking stalls on 75th
4. Removal of existing vertical curb under asphalt on Corey
5. Removal of existing concrete on Corey
6. Handicap ramp at Sunset and Corey
7. Additional asphalt thickness to meet new curb Corey

As a result of these additional items, Ajax's scope increased by $17,213. The additional funds required for these items will be taken from the FY2016 Street Rehabilitation budget.

Funding: CIP – Street Rehabilitation FY2016

Requested Motion: "Authorize the City Manager to approve a change order to the purchase agreement with Ajax Paving Industries of Florida, LLC for the FY2015 scope of Street Rehabilitation in the amount of $17,213."

Attachments: Change Order by Ajax, Dated April 8, 2016

Reviewed by City Manager: WS __________

CONTRACT
CHANGE ORDER

CONTRACT: Street Rehabilitation FY2015
Purchase Order: 15-01875

PRIME: Ajax Paving Ind. Of Florida, LLC

DATE: April 08, 2016

CHANGE ORDER # 1

Original Contract Amount:	$ **518,307.00**
Previous Change Orders:	0
This Change Order Amount	$ 17,213.00
Total Contract with C.O.'s	$ **535,520.00**

Special Instructions:

DESCRIPTION:

See attached re-cap of contract and additional items performed.

The work covered by this Change Order shall be performed under the same terms and conditions as those in the original agreement.

CHANGE ORDER AMOUNT **$ 17,213.00**

AJAX PAVING IND. OF FLORIDA, LLC

Signature: Lee McDonald
Lee McDonald/Area Estimator

Date: 04/08/2016

CITY OF ST. PETE BEACH

Signature: ____________________

Date: ____________________

Item to base scope not performed due to existing site condition

1. Paving 20' east end of Corey
2. Paving 20' ease end of 75th Ave.
3. Paving intersection Moody & 42nd Ave.
4. Paving east end of 43rd up to Moody
5. Bump mill Pk stalls NE corner on Corey

Additional item performed due to existing site conditions.

1. Paving Sunset intersection of Corey
2. Paving radius at Sunset & 75th Ave.
3. Paving parking stalls 75th Ave.
4. Removal of existing vertical curb under asphalt on Corey.
5. Removal of existing concrete within Right of Way Corey.
6. Handi-cap ramp with insert Sunset and Corey.
7. Additional asphalt thickness to meet new curb Corey.
8. Valley Gutter Street Crossings 2nd St. East & 44th Ave.

John, we offer accept the City's offer for a wash for the various items except for the handi-cap ramp, additional valley gutter, and the addition asphalt tonnage
used to meet the new road elevations required by design/build valley gutter curb on Corey Ave.
To date Ajax has installed 868.33 tons on the subject street. Deducting 10.27 tons for filling pot holes, the tonnage for paving Sunset at Corey,
and 3 tons waste the final amount is 855.06 tons.

Corey with all the measurements taken into account, intersections, etc. should have taken 671.65 tons.
That is a difference of 183.41 tons. This should not surprise regarding our previous discussions and my email dated February 11th.
If this is acceptable to the City our charge for the extra tonnage will be at cost for the material and trucking plus 10%, no additional for labor and equipment.
The amount would be $62.16 per ton for a total $11,400. Regarding the handi-cap ramp our previous price and your acknowledgement was for $1,785.00.
Additional valley gutter installation across 2nd St. East at Gulf Winds Dr. and 44th Ave. at 42nd Ave. $4,028.00

Total requested for a change order $17,213.00.

CONTRACT
CHANGE ORDER

CONTRACT: Street Rehabilitation FY2015
Purchase Order: 15-01875

PRIME: Ajax Paving Ind. Of Florida, LLC

DATE: April 08, 2016

CHANGE ORDER # 1

Original Contract Amount:	$ **518,307.00**
Previous Change Orders:	0
This Change Order Amount	$ 17,213.00
Total Contract with C.O.'s	$ **535,520.00**

Special Instructions:

DESCRIPTION:

See attached re-cap of contract and additional items performed.

The work covered by this Change Order shall be performed under the same terms and conditions as those in the original agreement.

CHANGE ORDER AMOUNT **$ 17,213.00**

AJAX PAVING IND. OF FLORIDA, LLC

Signature:____________________
Lee McDonald/Area Estimator

Date: ____________________

CITY OF ST. PETE BEACH

Signature: ____________________

Date: ____________________

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a unit price purchasing agreement with Ajax Paving Industries of Florida, LLC for Street Rehabilitation FY2016 and to allow the Public Services Director to issue Purchase Order(s) totaling an amount not to exceed the City's annual budget of $600,000 for FY2016 (less any approved Change Orders from FY15).

Date: May 10, 2016

Prepared By: Mike Clarke, Public Services Director

Summary Of Issue: The City received sealed bids with unit prices for Street (pavement) Rehabilitation on March 28th, 2016. This type of purchasing agreement allows the City to quickly address pavement rehabilitation needs at the lowest possible cost.

See attached bid tabulation for detailed results, which includes the formula used in evaluating the unit rates for determination of lowest qualified bidder. After a review of the unit prices provided and the required bid submittals, Ajax Paving Industries of Florida, LLC was determined to be the lowest qualified bidder.

We are requesting authorization to enter into a unit rate purchasing agreement with Ajax Paving Industries of Florida, LLC as well as authorization for the Public Services Director to approve individual or cumulative purchase orders, as necessary, with a total amount not the exceed the annual budget for pavement rehabilitation ($600,000).

Funding: CIP – Street/Alley Rehabilitation

Requested Motion: "I move to authorize the City Manager to enter into a unit price purchasing agreement with Ajax Paving Industries of Florida, LLC for Street Rehabilitation FY2016 and to allow the Public Services Director to issue Purchase Order(s) totaling an amount not to exceed the City's annual budget of $600,000 for FY2016 (less any approved Change Orders from FY15)."

Attachments: Bid Tabulation
Purchase Agreement
Paving List FY16

Reviewed by City Manager: WS ______

CITY OF ST. PETE BEACH, FLORIDA
<u>PURCHASING AGREEMENT</u>
Ajax Paving Industries of Florida, LLC
Street Rehabilitation 2016

THIS AGREEMENT is hereby executed this 10th day of May, 2016, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Ajax Paving Industries of Florida, LLC. (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:	As to City:
Ajax Paving Industries of FL, LLC 510 Gene Green Rd. Nokomis, FL 34275	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.

Ajax Paving Industries of FL, LLC
Vendor

BY Lee McDonald

LEE McDonald
NAME, TITLE (typed or printed)
AREA ESTIMATOR

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

Street Rehabilitation Unit Price Bids - FY2016
3/28/2016

Item No.	Item	Ajax	Preferred Materials
1	Traditional Mill/Overlay – 2" Thick	$24.00	$35.00
1A	Mill/Overlay Price for 0.5-1.5" Thick	$21.00	$32.00
1B	Mill/Overlay Price for 3" Thick	$36.75	$42.00
1C	Mill/Overlay Price for 4" Thick	$50.75	$48.00
2	Asphalt Patching – 3" Thick – FDOT Type S-I	$200.00	$95.00
3	Full Depth Pavement Replacement – 3" Thick	$37.00	$35.00
4	Excavate and Replace Subgrade	$75.00	$101.00
5	3/8" Microsurfacing	$5.00	$20.00
7	Rejuvinator	Removed from Bid	Removed from Bid
6	Asphalt Pavement Leveling	$29.00	$22.00
7	Profile Milling	$4.00	$11.00
8	ADA Pad with Truncated Domes	$80.00	$43.00
9	Yellow/White 4-Inch Striping	$0.40	$3.05
10	Miami Curb	$58.00	$152.00
11	"D" Curb	$50.00	$152.00
12	Valley Gutter	$128.00	$152.00
13	4" Sidewalk Replacement	$7.50	$31.00
14	6" Sidewalk/Apron Replacement	$11.00	$31.00
16A	Structure (Manhole) Adjustment	$390.00	$400.00
16B	Structure (Valve Box) Adjustment	$115.00	$290.00
16C	Structure (Inlet) Adjustment	$1,000.00	$1,825.00
17	Full Depth Reclamation (with 2" Overlay)	$36.00	$63.00
18	Concrete Testing	$50.00	$245.00
19	Asphalt Testing (Compaction testing)	$350.00	$245.00
20	Asphalt Testing (Core testing)	$175.00	$245.00
21	Soil Testing (Modified Proctor – ASTM D1557)	$350.00	$245.00
22	Soil Testing (Compaction testing)	$50.00	$245.00

Formula for determining lowest qualified bidder (item number in parenthesis) is
(0.5 x (1)) + (0.3 x (5)) + (0.10 x (11)) + (0.06 x (12)) + (0.02 x (18)) + (0.02 x (22))=

	Ajax	Preferred Materials
	$28.18	$57.62

Bid Package Review

Items Required to Be Submitted with Bid	Ajax	Preferred Materials
Submitted 2 Copies	Yes	Yes
Bidder's Contract Proposal Form	Yes	Yes
Bid Schedule	Yes	Yes
Project Schedule	N/A	N/A
References and Qualifications		
3 References (within past 5 years)	Yes	Yes
Firm's History & Personnel Experience	Yes	Yes
Claims/Disputes	Yes	Yes
Bonding Capacity	Yes	Yes
Certificate of Insurance	Yes	Yes
Bid Bond	N/A	N/A
Contractor Proof of License	Yes	Yes
List of Subcontractors	N/A	N/A
Contractor's Education and Training	Yes	Yes

RESURFACING

76^{th} Avenue
2 MH adjustments
90' Miami Curb
North half of road mill at 3 inches
South Half mill at 4 inches

78^{th} Avenue
Install one ADA ramp on South Corner
254' of "D" Curb
15' of Miami Curb
2 MH adjustments
Milling Limits: stop bar on BPR and curb radius on Boca Ciega Drive

79^{th} Avenue
Remove one curb ramp on Boca Ciega Drive and replace curb
Install new 2 new ADA ramps crossing 79^{th} Avenue
65' of "D" curb
2 MH adjustments
3" of milling
Milling limits: stop bar on BPR and curb radius on Boca Ciega Drive

MICRO PAVING

2^{nd} Street East
45^{th} Avenue
82^{nd} Avenue
Gulf Blvd to FDOT maintenance line on BPR

If additional funds are available the following streets will be considered.

RESURFACING

80^{th} Avenue
40' of "D" Curb
3 MH adjustments
1 storm box adjustment
2 inch mill
Milling limits: Stop bar on BPR and curb radius on Boca Ciega Drive

MICRO PAVING

45^{th} Avenue
82^{nd} Avenue
Gulf Blvd to FDOT maintenance line on BPR

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization to approve 60th Anniversary celebration plan as presented by the Recreation Advisory Board
Date:	May 10, 2016
Prepared By:	Jennifer McMahon, Recreation Director
Summary of Issue:	The Commission had requested that a tentative plan be created by the Recreation Advisory Board for the 60th Anniversary year (2017) for the City of St Pete Beach. The board had come up with some ideas and are seeking approval to begin to plan for the upcoming year and to approve the budget amount in the upcoming FY2017 budget. The planned events may change once planning begins or others added but budgeted amount will remain the same.
Funding:	$31,791 requested for FY2017
Requested Motion:	"I move to approve the 60th Anniversary celebration plan as presented by the Recreation Advisory Board."
Attachments:	60th Anniversary Proposal
Reviewed by City Manager	WS

60th Anniversary of City of St Pete Beach – July 9, 1957

Recreation Advisory Committee's Ideas/Recommendations

1. To commemorate the 6 decades incorporate a themed 50's, 60's, 70's, 80's, 90's, and Today into existing city or city co-sponsored events throughout the year. For example:
    a. January 2017 – A 50's themed 8th Ave Block Party
    b. March 2017 – A 60's themed Island Festival at the Historical Museum
    c. May 2017 – A 70's themed party after Veteran's Event in Horan or during
    d. July 2017 – A 80's themed Champagne Brunch at Loew's Don Cesar (also a fundraiser) Actual anniversary date of July 9th.
    e. October 2017 – A 90's themed concert night during Concert Series
    f. December 2017 – 21st Century after party after Holiday parade

*There will be 6 events through the year. Events are subject to change once in planning stages.

2. Have a logo design contest. Budget $2,000 for design winner. This would need to occur this fall (2016)

3. Use design for t-shirts and other commemorated items

4. Talked about getting business involved. One idea was to have a 2nd Friday night out in SPB. If you wear the Anniversary shirt in supporting restaurants you get 10% off, or free drink with purchase (or something of the like). Those supporting businesses would be on the back of the shirt and their involvement would have a fee to help pay for the shirts.

5. We talked about having a "Local's Favorites" voted on by only residents and nominees must be SPB business. Catagories:
    - Best Hotel, Best Breakfast Restaurant, Best Lunch Restaurant, Best Dinner Restaurant, Best Business with under 20 employees, Best Business over 20 employees, Best Retail Shop, Best Office Staff, Best Bar, Best Beach Bar, Best Ice Cream, Best Place for Live Music, Best Place for a Sunset Drink.

    Winners would be announced at the Anniversary Brunch at the Don.

6. Budgeting:
    Expenses
    a. Design logo - $2,000
    b. 500 t-shirts - $3,000
    c. Commemorative items - $2,000
    d. Entertainment - $5,000
    e. Champagne Brunch - $17,791 ($88.81 per person/200 people)
    f. Print/Marketing - $2,000

    Total: $31,791

Revenue:

Shirt Revenue:	$5,000 (500 @ $10 each)
Shirt Sponsor:	$5,000 (20 @ $250 each)
Commemorative Items:	$4,000
Champagne Brunch:	$90 per ticket @ $200 = $18,000. Sponsorship and raffle would help raise more funds and reduce cost of ticket.

Total: $32,000** does not include brunch sponsors