



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, April 13, 2021
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations
 - a. **Presentation of the City of St. Pete Beach financial audit report for the fiscal year ended September 30, 2020.**
2. Changes to the Agenda
3. Audience Comments - **Comments shall be limited to 3 minutes per person**
4. Consent
 - a. **Minutes: March 9 Executive Session, March 9 Commission Meeting, March 23 Commission Meeting**
 - b. **July 4th Fireworks**
 - c. **Annual Asphalt Patching Contract Award**
 - d. **Cost Estimate for Electrical Undergrounding Project with Charter Spectrum**
5. Action Items
 - a. **Force Main 1 Preliminary Design Report**
Request approval of the task order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc.

Action Request: Motion to approve the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$92,219.00 for Force Main 1 Preliminary Design Report.

b. Kimley-Horn and Associates Urban Design and Landscape Architectural Services

Authorization to approve Urban Design and Landscape Architectural Services from Kimley-Horn and Associates in the amount of \$36,800.00.

Action Request: Motion to approve Urban Design and Landscape Architectural Services from Kimley-Horn and Associates in the amount of \$36,800.00.

6. Items for Discussion
7. City Clerk, City Manager, City Attorney and City Commission Reports
8. Adjournment

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

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present, or do not feel comfortable appearing in person, due to COVID-19. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 5:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 1:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 1:00 p.m. the day of the meeting at <https://www.stpetebeach.org/PublicComment>

In your three (3) minute or less comment, please be sure to include your name and address for the record.

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

DRAFT
City Commission Special Meeting
Executive Session
March 9, 2021
5:00 PM

ELECTED OFFICIALS PRESENT:

Al Johnson, Mayor
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Chris Graus, Commissioner, District 1
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Amber LaRowe, City Clerk—(left after the close of the public portion and returned upon the reopening)
Andrew Dickman, City Attorney

Mayor Johnson called the meeting to order at 5:00 p.m. followed by the Pledge of Allegiance.

Mayor Johnson announced that the meeting today is an Executive Session, closed meeting, pursuant to Section 286.011(8), Florida Statutes, to discuss the litigation with Pass-A-Grille Community Church, Case No. 8:20-cv-1952-TPB-SPF; Middle District of Florida.

Attorney Dickman announced that the court reporter will transcribe the meeting today; a copy of this transcription will be available as public record at the conclusion of the litigation with Pass-A-Grille Community Church.

Mayor Johnson closed the meeting to the public at 5:03 p.m.

Mayor Johnson reopened the public portion of the meeting at 6:01 p.m.

There being no further discussion, Mayor Johnson adjourned the meeting at 6:02 p.m.

MINUTES APPROVED:

AMBER M. LAROWE
CITY CLERK

AL JOHNSON
MAYOR

DRAFT
City Commission Meeting
March 9, 2021
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Al Johnson, Mayor
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Chris Graus, Commissioner, District 1
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Mike Clarke, Public Works Director
Jennifer McMahon, Parks and Recreation Director

Mayor Johnson called the meeting to order at 6:05 p.m. followed by the Pledge of Allegiance.

1. CHANGES TO THE AGENDA

Mayor Johnson reminded everyone that items 5a. 5b. and 6a. are being continued to another meeting; therefore, no action is necessary.

He also requested the addition of a discussion item as item 7b. to discuss the possibility of adopting an ordinance and/or policies regarding plastic straws, single use plastics, and Styrofoam containers.

2. AUDIENCE COMMENTS

Debra Edney, resident, spoke regarding the pool at the Community Center, the lifeguards, and the music. Mayor Johnson stated he will talk to the Recreation Center staff.

3. CONSENT

- a. City Commission Minutes: February 9, February 10 and February 23, 2021
- b. Event and Street Closure
- c. Authorization of Vehicle Replacement Expenditures

Motion: Commissioner Graus moved, Commissioner Grill seconded, and the motion carried 5-0 to approve the March 9, 2021 Consent Agenda as recommended by the City Manager.

4. ACTION ITEMS

- a. Fire Pension Board of Trustees Appointment

Mrs. LaRowe reminded the Commission of the recent notice placed on the Website and Social Media platforms asking for volunteers to submit information and applications to serve on the Fire Pension Board for the City. There is one current vacancy with a term ending May 2021; in May an appointment will be made for the two-year term. A fifth trustee position is also expiring in May and the Plan Administrator, Kim Kilgore, will take the unselected applicants from tonight to present to the seated four trustees of the Board to select the fifth trustee.

The Commission appointed position has to be a resident, the fifth trustee does not. There were five applicants at the publishing of the Agenda; however, Mr. Noetzel withdrew his application earlier today. All applicants are eager to serve. Mr. Kopco and Mr. Core were present to answer questions and Mr. Langsford appeared telephonically.

Mr. Kopco came up first and introduced himself and provided a brief background; if not selected for this Board he is willing to serve in any capacity where the City could utilize volunteers.

Mr. Core came up next and introduced himself to the Commission. He also provided a brief background and expressed an interest to serve on any advisory board or committee where he is needed.

Mr. Langsford appeared by telephone and introduced himself. He too is interested in serving on this board or in any area where the City needs help.

Mrs. LaRowe informed the Commission that Mrs. Elder had a previous engagement and could not attend tonight; she was happy to serve the City on the Pension Board.

The Commission were very thankful to each person who applied and expressed interest in serving the community.

Motion: Vice Mayor Friszolowski moved, Commissioner Graus seconded, and the motion carried 5-0 to appoint James Kopco to the St. Pete Beach Fire Pension Board of Trustees for a term ending May 2021.

b. Change Order 2 to the Merry Pier Restoration Project

City Manager Rey gave a brief background on this Project. He stated that in April 2020 the City approved an agreement with Kelly Brothers Inc. (KBI) for partial reconstruction of the Merry Pier. During the pre-construction meetings with KBI, they recommended that the City consider replacing all components of the Pier. If the City decided to replace only parts of the pier, it could cost more than it would for a full replacement. The City agreed with their recommendation and a revised design for Merry Pier was provided to KBI and a change order for construction was requested. The attached Change Order 2 is KBI's price to fully reconstruct Merry Pier in accordance to the updated design documents, repair 7th Avenue Pier and fully replace the 11th Avenue Pier. This also supersedes the previous construction cost from KBI's bid. The new cost to construct the three piers is \$1,287,996.07. The total cost of the project includes change orders 1 and 2 at \$1,299,207.07

Mike Clarke, Public Works Director, stated that the current available budget for this Project is \$1,341,978.00. The anticipated schedule for construction on all three piers is to begin in October this year and last approximately 275 calendar days. Mr. Clarke stated that the cost increase as presented by KBI was verified by the project engineer, CPWG. He stated that this project will coordinate with the seawall repair in the same area. Also, Mr. Rey and Mr. Clarke indicated that the City and the contractor are working with the tenants at Merry Pier to not interfere with their business.

Motion: Commissioner Grill moved, Commissioner Pletcher seconded, and the motion carried 5-0 to approve Change Order 2 to the Merry Pier Restoration Project with Kelly Brothers Inc. in the amount of \$287,996.07.

c. Binding Cost Estimate for Electrical Underground Project with Duke Energy

Mr. Rey provided background information on this Project. He stated that this Project was initiated by the City

with Duke in 2017. Funds have been allocated with the Penny for Pinellas sales tax. The City received an original allocation of \$5,746,260 and last year entered into a subsequent interlocal agreement that programmed an additional \$7,998,277 over the next five years, to bring the total budget for this Project to \$13,744,537. Over the last three years, the City has spent over \$500,000 in design consulting and the Project had stilled due to conflict with Duke about the scope. Mr. Rey introduced Carmen Olazabel, Alpha Corporation, who would discuss this Project.

Carmen Olazabel, Alpha Corporation, discussed the Project and the work with Duke Energy. Due to the estimated costs to do the Project all at once, it has been broken into phases. The first phase is for work to be conducted between 55th and 75th Avenues along Gulf Boulevard. She stated that this is for undergrounding with lighting connections to be done at a later time. The estimated start would be this summer. The City will be doing the physical work with Duke responsible for anything that carries electricity. Ms. Olazabel stated that the undergrounding will be done under the sidewalks.

Mayor Johnson addressed some concerns with the Agreement as presented. Attorney Dickman addressed these concerns and asked that the motion be made to allow for the Attorney to make non-substantive changes to the Agreement. His office is waiting to hear from Duke in regard to some minor changes to the Agreement.

Motion: Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to authorize the City Manager to enter into a binding cost estimate with Duke Energy in the amount of \$2,121,314.10 for the electrical undergrounding work along Gulf Boulevard between 55th and 75th Avenues and authorize the City Attorney to make non-substantive changes in the best interest of the City.

5. ORDINANCES

a. Final Reading Ordinance 2021-01: Seawall Height

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATION, ARTICLE IV – SEAWALLS, BULKHEADS, AND RETAINING WALLS, SECTION 98-100 – STANDARDS FOR SEAWALLS, BULKHEADS, AND RETAINING WALLS NOT ON THE GULF OF MEXICO, SECTION 98-101 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS ON GULF OF MEXICO, PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

No action, this item will be continued.

b. Final Reading Ordinance 2021-04: Miramar Resort

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR THE ALLOCATION OF 15 UNITS OF TEMPORARY LODGING DENSITY UNDER THE PROVISIONS OF THE BOUTIQUE HOTEL/CONDO TEMPORARY LODGING UNIT DENSITY POOL, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN, TO PROPERTY LOCATED AT 4200 GULF BOULEVARD (MIRAMAR RESORT); PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

No action, this item will be continued.

6. RESOLUTIONS

a. Resolution 2021-04: Miramar Conditional Use

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE

REDEVELOPMENT OF THE MIRAMAR RESORT AT A HEIGHT GREATER THAN 50 FEET AND A DENSITY GREATER THAN 30 UNITS PER ACRE, WHICH INCLUDES 15 UNITS FROM THE BH/C DENSITY POOL AND A ROOFTOP BAR.

No action, this item will be continued.

7. ITEMS FOR DISCUSSION

a. Water Conservation Program Discussion

Jennifer McMahon, Parks and Recreation Director, stated that the City is preparing to add a water conservation ordinance to the Code. The first step is to provide educational materials to the residents and get feedback from homeowner's associations and condo associations. After holding public meetings, she will provide that information to the Commission to determine the best way to proceed.

The Commission requested consideration of another name, other than "Dewey" and was pleased with the information provided in the Agenda and looks forward to hearing the feedback from the residents and associations.

b. Single Use Plastics and Styrofoam Discussion *(Added to the Agenda)*

Mayor Johnson stated that he has met with Suncoast Rise Against Plastics in regard to single use plastics, plastic straws, and Styrofoam containers on City property. He introduced Carrie Ruckdeschel to speak on this topic.

Ms. Ruckdeschel stated that she has worked with several municipalities in regard to the ban of plastic straws, single use plastics and Styrofoam. She explained the process that the City of St. Petersburg went through to adopt an Ordinance to address these topics. She has worked with the Tampa Bay Chamber of Commerce on providing educational materials to businesses and residents as well. In regard to the burden on businesses, she stated that the first thing that they City could do is ask their businesses to provide single use plastics by request only. A small step would also be to adopt an ordinance to ban Styrofoam during events on City property only.

The Commission discussed the burden on City businesses during this time, especially since to-go orders are highly prevalent during COVID. They agreed that this is a good endeavor but were hesitant to create any new "laws" during this pandemic. Commissioner Pletcher preferred providing more educational materials to businesses and to ask them to only provide single use plastics at request. Commissioner Grill agreed and said that the City should look at leading by example and making sure that they are doing their part. The consensus was to perform a fact-finding endeavor as well as provide educational materials.

8. CITY CLERK, CITY MANAGER, CITY ATTORNEY AND CITY COMMISSION REPORTS

Mrs. LaRowe, City Clerk—reminded the Commission that at the next meeting the swearing in of Commissioner Pletcher and Commissioner Grill will occur. She stated that the procedure has been during the swearing in meetings to have the election of the Vice Mayor as well as to discuss the Commission appointments to outside agencies. Since this recently occurred in February, she inquired if the Commission was still interested in doing it all over again; the Commission was not.

Alex Rey, City Manager—stated that there is a meeting on Thursday where he will hear about the funding from the State.

He informed the Commission that Mr. Tenaglia and Mrs. LaRowe are working to figure out a good date in late April to have a Fiscal Year 2022 Budget Workshop; please reply to the email if you have not already done so.

Attorney Dickman—addressed the public comment from earlier this evening. He indicated that he did not specifically tell Ms. Edney to appear; however, provided her with the information if she felt that she needed to address the Commission. He stated that Mr. Rey and Ms. McMahon have spoken with her in regard to her complaints about the pool and that he also informed her that the Community Center Pool was by reservation only during the late summer due to COVID; however, that is no longer the case.

Commissioner Pletcher—informed the Commission that the new flood maps by FEMA have not gone into effect yet; they are supposed to take effect in August this year.

She is hopeful that the City will put together a “cheat sheet” of information for the public, perhaps a frequently asked questions page in regard to the recently adopted Ordinance 2021-02 Substantial Improvement Limit [50 percent rule].

Mrs. Pletcher stated that the Vina del Mar Bridge is currently being worked on.

Commissioner Grill—indicated that the construction along Gulf Winds is winding down. He is continuing to meet with constituents of his District.

Commissioner Graus—encouraged anyone that has not already visited the renovated Library to go and take a look; it has been nicely done. He looks forward to the parking lot being completed.

Mayor Johnson—he asked for staff to look into providing more signs/better signage to inform the public that no dogs are allowed on the beach.

He discussed the preemption bills that are going through the legislature right now, specifically the ones that deal with home-based businesses and short-term rentals. He encouraged everyone to write to representatives to address their opposition.

Mayor Johnson adjourned the meeting at 7:54 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

DRAFT
City Commission Meeting
March 23, 2021
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Al Johnson, Mayor
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Chris Graus, Commissioner, District 1
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Parks and Recreation Director

Mayor Johnson called the meeting to order at 6:00 p.m. followed by the Pledge of Allegiance.

1. PRESENTATIONS

City Clerk LaRowe administered the Oath of Office to Mark Grill, Commissioner, District 2 and Melinda Pletcher, Commissioner, District 4.

Commissioner Pletcher expressed excitement to continue serving; this is her 5th term serving the City. She was thankful to the members of her District and the City as a whole and is happy to continue being part of the team not only with the other elected officials but with the staff.

Commissioner Grill expressed gratitude to the other Commissioners/Mayor for selecting him to fill the vacancy that was left with Doug Izzo resigned. He is thankful and pleased to continue working with everyone both elected and staff.

2. CHANGES TO THE AGENDA

City Manager Rey removed item 4.b., Shenandoah General Construction LLC Services Agreement, from the Agenda.

3. AUDIENCE COMMENTS

No comments.

4. CONSENT

- a. Replacement of Ballfield Fence at Egan Park
- b. ~~Shenandoah General Construction LLC Services Agreement~~ *Removed*
- c. Street Closure – 16th Avenue
- d. Street Closure – 76th Avenue
- e. Property Purchase Contract 7300 Boca Ciega Drive

Motion: **Vice Mayor Friszolowski moved, Commissioner Grill seconded, and the motion carried 5-0 to approve the March 23, 2021 Consent Agenda as recommended by the City Manager.**

5. ACTION ITEMS

a. Hurley Park Sidewalk and Concrete Repairs at the Warren Webster Building

City Manager Rey stated that this proposal from Gilliam is to install a sidewalk at Hurley Park that will connect to the newly installed dog park along 16th Avenue, the concession stand, and the Warren Webster Building on 15th Avenue. Along with sidewalk installation, Gilliam's proposal is for the waterproofing at Warren Webster to prohibit water penetration. The Historic Preservation Board approved the sidewalk and concrete items during the March 4th meeting.

Motion: Commissioner Pletcher moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the proposal under the existing unit price contract with Gilliam Construction LLC, in the amount of \$113,744.25 for Hurley Park Sidewalk and Concrete Repairs to the Warren Webster Building.

b. City Manager Performance and Contract Review

Mr. Rey stated that this is the annual evaluation and review of his services over the last year and he mentioned that the request for contract extension is for 3 years, to extend to 2024. Mr. Rey addressed his achievements as attached to the Agenda and recognized that it could not have been done had it not been for the dedication of his staff.

Commissioner Pletcher recognized the accomplishments over the last year, especially during the outbreak of the pandemic. She thanked he and all his staff for their determination to continue to accomplish tasks in the City despite the challenges of the pandemic. Mrs. Pletcher discussed the salary increase along with the consideration of a housing allowance since Mr. Rey does live in the City of St. Pete Beach. She is of the opinion that he should receive a 5 percent increase in salary as well as a \$500/month housing allowance as long as he continues to live within the City limits.

Commissioner Graus echoed the above statements of Commissioner Pletcher and agreed that he should be compensated for living in the City.

Mayor Johnson did not disagree with the above statements; however, he was of the opinion that it can be kept simple with a blanket 6 percent salary increase. He was open to the consideration of the housing allowance.

Commissioner Grill thanked Mr. Rey and staff for their dedication to making the City a better place and to keep moving projects forward. He discussed his review of the salary as well as other jurisdictions. Mr. Grill opined that, in the future, a salary survey could be produced to accompany this discussion just so he can be educated on where the City stands in comparison to surrounding neighborhoods.

Vice Mayor Friszolowski also gave his thanks and discussed the value that the staff has added through working together as a team all around. He echoed the above comments about Mr. Rey's performance and the projects in the City during the pandemic. Vice Mayor Friszolowski is in agreement with a 5 percent increase with an added \$500/month housing allowance as long as the City Manager lives in the City.

Attorney Dickman asked that language be added to the motion to include the authorization for the City Attorney to draft the addendum to the City Manager's Agreement and authorize the Mayor to sign.

Motion: Mayor Johnson moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to

approve that the City Manager's annual salary be adjusted from \$190,000 to \$199,500.00 with a \$500.00 per month housing allowance for as long as the City Manager resides within the City of St. Pete Beach City limits, and authorize the City Attorney to draft the addendum to the Agreement for the Mayor's signature, effective on his anniversary date of April 1, 2021 and a contract extension until March 31, 2024.

c. Continual COVID-19 Sanitation by Florida Cleaning Bee at City Facilities and Parks

Mr. Rey reminded the Commission of the contract that was started with Florida Cleaning Bee at the onset of the COVID-19 Pandemic. COVID is still a concern, and Mr. Rey opined that it is in the best interest of the City to continue having the cleaning and sanitation done by Florida Cleaning Bee.

In regard to reimbursement, Mr. Rey indicated that the expenses for this service is reimbursable through the CARES Act and through FEMA.

Motion: Commissioner Grill moved, Commissioner Graus seconded, and the motion carried 5-0 to approve authorization of expenditures in the amount of \$33,600 for the continuation of COVID-19 sanitation at City Facilities and Parks.

6. ORDINANCES

a. First Reading Ordinance 2021-07: Rental Fees, Deposits, and Pool Admission

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR AMENDMENTS TO APPENDIX A OF THE CODE OF ORDINANCES; AMENDING, DELETING, AND ESTABLISHING FEES AND MEMBERSHIPS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Jennifer McMahon, Parks and Recreation Director, discussed the changes to Appendix A as presented in the Agenda. She stated that the most significant change is increase of the Community Center rental for weekends. Currently, the deposit is \$500 and is refundable. The problem has become that people are reserving the space, paying the deposit, continuing to shop around, then cancelling and receiving the deposit back. To prevent this recurring problem, she is proposing to increase the deposit, just for this space, to \$1,000.00 and have it become non-refundable.

Mrs. McMahon addressed the increase from \$25 per hour to \$50 per hour for the Don Vista room rental fee and the pool admission daily increase by \$1 per category. There is still a punch card option and that fee does not change.

Mayor Johnson discussed page 79 of the Agenda that referenced 3R-B Decal and a 3R-D Decal. Mr. Rey stated that those are for residences in different zones of District 3. Vice Mayor Friszolowski stated that B is for Belle Vista parking and D is for the Don CeSar neighborhood. On that topic, Vice Mayor Friszolowski asked Mr. Rey to look into a hang tag or some other designation for Belle Vista area due to the residential parking and nuances with visitors for residents in that area.

Motion: Commissioner Graus moved, Commissioner Grill seconded, and the motion carried 5-0 to approve the first reading Ordinance 2021-07.

7. RESOLUTIONS

a. **Resolution 2021-07: Surplus City Owned Assets**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE DISPOSAL OF SURPLUS CITY-OWNED ASSETS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rey stated that this is a routine item for request of disposal, per Chapter 2 of the City's Code. Attachment A to the Resolution outlines the equipment that has been determined by staff to no longer provide value to the operations.

Vince Tenaglia, Assistant City Manager, stated that these items are auctioned through GovDeals. Staff takes pictures, list the items, and GovDeals coordinates the payment and pickup. The City has the authority to reject bids if necessary.

Motion: Commissioner Pletcher moved, Commissioner Grill seconded, and the motion carried 5-0 to adopt Resolution 2021-07.

8. ITEMS FOR DISCUSSION

a. **Beach Stewardship Committee Recommendations**

Dan Rothenberger, Chair of the Beach Stewardship Committee, was present to discuss the topics as addressed at the Committee meetings. He introduced new Committee Member, Linda Borgia who was in the audience. Mr. Rothenberger thanked the Commission for considering discussion and possible action of the items as outlined in the memorandum.

Commissioner Pletcher thanked Mr. Rothenberger and Ms. Borgia for being present tonight and for their service to the City on the Board. She appreciated their diligence in wanting to care for and maintain the beaches in the City.

The first item discussed was in regard to bicycles/e-bicycles on the beach. Attorney Dickman stated that e-bicycles are categorized in three different classifications by the State depending on the speed and the wattage/horsepower of the electric motor. He has found that they are regulated generally as bicycles are and can be regulated by the City.

City Manager Rey stated that staff is drafting an ordinance to address the safety issue of these bicycles on the beach and to include sidewalks. This ordinance will have to prohibit regular bicycles as well. He stated that there are other inclusions being considered in the ordinance such as one person per bicycle unless designed for two or more and the age of operation. There is the potential for rental operators to receive a permit from the City with rules to be agreed upon before renting of these bicycles. The plan is to present this ordinance sometime in May.

The next item discussed was in regard to the ban of single use plastic bags and plastic straws. Commissioner Grill is not in favor of outright banning them without education. Not only in regard to plastic but also on the bicycle issue as well. He agrees that this is a safety issue for beachgoers, but, unfortunately, it will have negative impacts on residents who use their bicycles safely on the beach during non-high traffic times. This issue along with the plastics banning requires enforcement, consistently, and he is concerned about that aspect also. His preferable approach is for education to be provided to the residents, visitors, and businesses.

Mr. Rey stated that his thought about approach would be similar to that which was taken about the use of

reclaimed water to the residents. He agreed that the first step is to try to change the behaviors instead of creating more rules that require more enforcement which requires more staff time.

The last item for discussion in the memorandum was about sand dunes, more specifically at the Miramar. Attorney Dickman cautioned the Commission on discussing the Miramar specifically, but could discuss sand dunes as a whole. Vice Mayor Friszolowski agreed and stated that there is an ordinance on this topic in the Land Development Code.

Vice Mayor Friszolowski discussed his opinions on bicycles/e-bicycles, stating that they are increasing more and more and can cause injury to beachgoers, especially small children. In regard to plastics, he is open to more discussion of the no single use; however, prefers education first.

b. Replacement Program for the Memorial Beach Bench Program

Mr. Rey discussed the popular Memorial Beach Bench Program and the installment of 87 memorial benches on the beach. Due to the saturation of the benches, staff would like to offer a dedication of a tree in lieu of the bench. The trees can be planted along the beach wall or other park in memorial of a loved one.

Commissioner Pletcher likes the tree dedication idea; however, wants to make sure there are only a few selections of trees so that the landscape stays consistent.

Commission was in agreement to move to a tree memorial program.

c. Discussion: Resolution Florida League of Mayors Preemption of Municipal Home Rule Powers

Mayor Johnson discussed the attached sample resolution as provided by the Florida League of Mayors. He stated that their intent is for cities to join in the signature and submission of the attached. He would like approval to do that as well as send one from the City specifically.

Attorney Dickman recommended that the resolution be formatted to the City template with information changed to appropriate names and signatures.

Vice Mayor Friszolowski would like to include a reference to the specific bills for the home-based businesses and the vacation rentals.

Commissioner Pletcher agreed and would prefer to send a resolution that is specific to the City.

Attorney Dickman stated that it can be adopted tonight, with authorization that the Attorney will add information about the specific house bills in relation to the home-based businesses and the vacation rentals as it affects the City.

City Clerk LaRowe read the title for the resolution as presented in the agenda, as Resolution 2021-08:

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE UNWARRANTED OR OVERLY BROAD PREEMPTIONS OF MUNICIPAL HOME RULE POWERS; DIRECTING A COPY OF THIS RESOLUTION BE TRANSMITTED TO MEMBERS OF THE FLORIDA LEGISLATURE, THE FLORIDA LEAGUE OF CITIES, AND ANY OTHER INTERESTED PARTIES.

Motion: Vice Mayor Friszolowski moved, Commissioner Graus seconded, and the motion carried 5-0 to adopt Resolution 2021-08 and authorize the City Attorney to include other specific information relevant to the City of St. Pete Beach such as vacation rentals and home based businesses with the house bills proposed and to send a copy of the Resolution to the local representatives.

9. CITY CLERK, CITY MANAGER, CITY ATTORNEY AND CITY COMMISSION REPORTS

Alex Rey, City Manager—is working on street signage in the City that is no longer needed/warranted. This is in regard to no parking signs in areas where the curb can be painted yellow which is the equivalent of no parking. Staff coordinated with the State to identify five signs along Gulf Boulevard that are obsolete, i.e. adopt highway signs and directional signs; the State has given permission for their removal.

He then discussed the beautification in the districts, specifically with the allocated money for the historical street signs. He stated that the budgeted money translates to roughly \$48,000 per district. He opined that beautification in different districts can create character and allow residents to beautify their area. If this is the direction, each Commissioner, essentially, can decide what is best for their district, like how District 4 will use it for the historical street markers/signs. If this type of beautification is well received, it is something that can continue.

Commissioner Pletcher expressed her concerns and would rather it not be so subjective; instead, bring ideas to a budget workshop and discuss the different districts. She prefers to have some consistency, like the street signs. Mayor Johnson agreed with Commissioner Pletcher and would like to see a discussion of the character in each district.

Commissioner Grill—thanked the City Manager and staff for addressing the concerns of Gulf Winds. He complimented and acknowledged the continued construction throughout District 2.

Vice Mayor Friszolowski—complimented the work that was performed on the lift station in District 3.

He gave compliments to Mrs. McMahon for the great concert in the park series and hears a lot of compliments from the residents.

Mr. Friszolowski recently toured the renovated Library and complimented how well it was upgraded.

Commissioner Pletcher—announced the annual Vina Del Mar Community Garage Sale on April 10th.

Mayor Johnson—stated that he is taking the lead on gathering complaints and concerns for the 75th and Blind Pass Road area.

He informed the Commission that Mike Clarke will be the guest speaker at the BIG C meeting on March 31 on sea level rise and flooding; the meeting is open to the public and will be held at Madeira Beach City Hall.

Mayor Johnson adjourned the meeting at 7:54 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

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

Issue Considered: July 4th Fireworks

Date: April 13, 2021

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The City received only one proposal for the 4th of July fireworks display for the 2021 fireworks, that proposal is from Pyrotecnico, which is the company the city contracted last year. Both the Parks and Recreation Director and Fire Marshal feel very comfortable working with Pyrotecnico and the product they provided and would like to continue working with them. This year's fireworks are planned to be launched from a barge with support from community sponsorships and donations.

Staff is requesting authorization to approve fireworks proposal and enter into an agreement with Pyrotecnico for the 4th of July fireworks in the amount of \$30,000.00.

Funding: 001-6106-572-5550

Requested Motion: I move to authorize approval of the fireworks proposal from Pyrotecnico and enter into an agreement for the 4th of July fireworks in the amount of \$30,000.00.

Attachments: 1. 210704 City of St Pete Beach PROPOSAL



City of St. Pete Beach
July 4, 2021 Fireworks Proposal

Proposal Prepared by: Michael Simmons
msimmons@pyrotecnico.com





Jennifer McMahon
Parks and Recreation Director
City of St Pete Beach

March 23, 2021

RE: City of St Pete Beach, Annual Fourth of July Fireworks Display

I would like to thank you for the opportunity to provide you with a proposal for the City of St Pete Beach's July 4, 2021 Fireworks Display. Pyrotecnico defines its purpose as to create "Ooh's and Aah's." This is done through tireless dedication, a passion for the industry, and insuring that safety is our top priority.

Lead by a strong upper management team consisting of a family business owner and president who is 4th generation, a COO with over 25 years' experience, a creative director who is also family, and two sales managers focused on customer service, Pyrotecnico is dedicated to delivering only the best productions to the City of St Pete Beach.

Included in our proposal you will find a list of names of those employees that will work in some way on this show, whether it's on show site or behind the scenes. Pyrotecnico employs thousands of technicians and produces approximately 3,000 shows annually. Please note that all technicians are approved by the ATF and have passed Pyrotecnico's certification course, which all technicians are required to attend annually.

Thank you again for this opportunity to work with the City of St Pete Beach.

Respectfully,

Michael Simmons
Show Producer
Pyrotecnico Fireworks, Inc.
(941) 232-2114
msimmons@pyrotecnico.com



OUR CORE VALUES

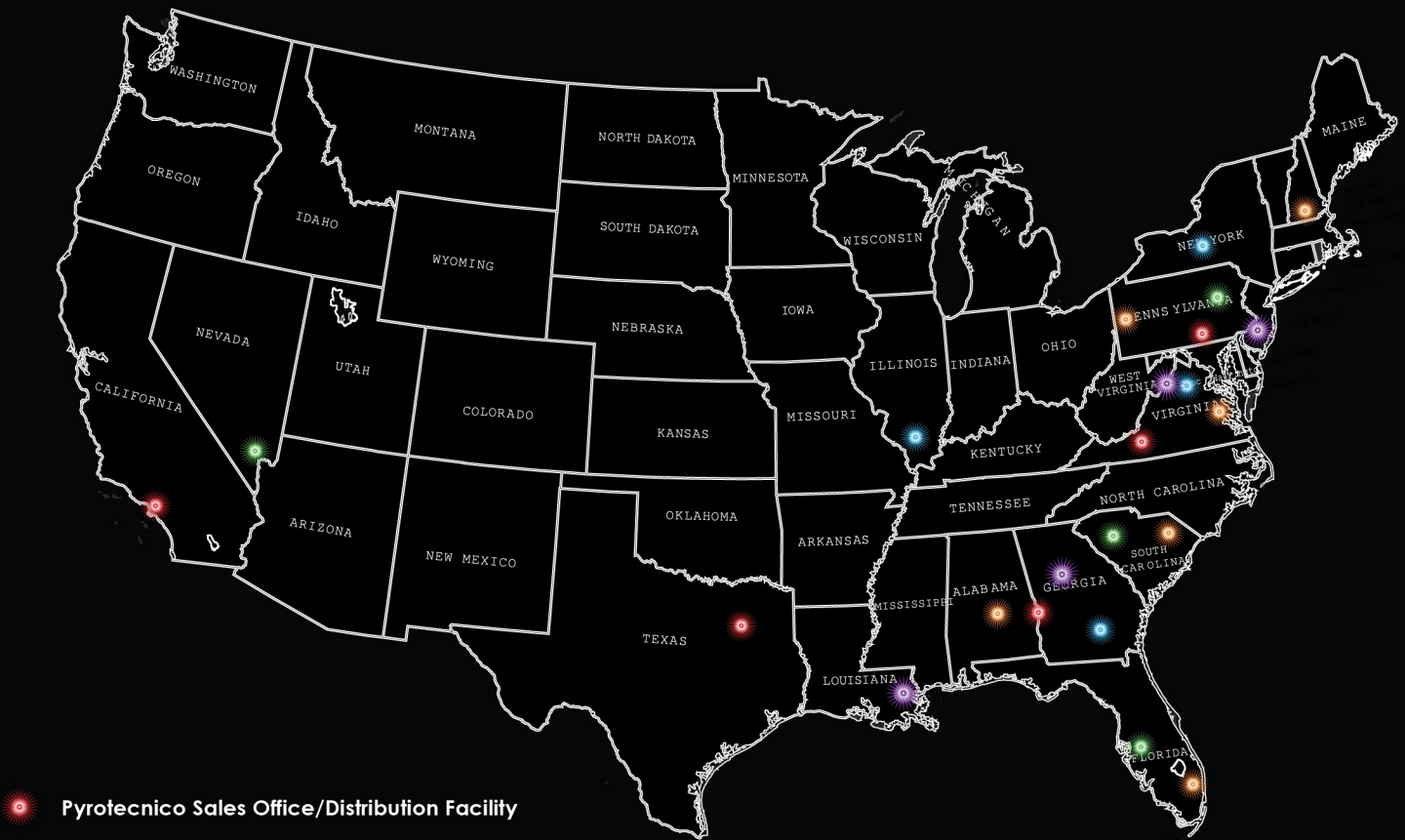


We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

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.





LOGISTICS PROWESS

Outside of the 600 shows we perform over the July 4 holiday week, Pyrotecnico produces an average of 45-50 shows per week around the country. At this velocity, operating at top logistical efficiency is a must. Pyrotecnico's storage and transportation network is second to none in our industry. Additionally, 70% of our productions include materials that require us to follow strict DOT procedures during transport. Under this oversight, there is zero tolerance for poor inventory control. As a result, our customers can rest assured that their products will arrive fresh, in the correct quantities, and at the right time.

BUYING POWER

Not only does producing 3,000 shows each year require the highest in operating and inventory management efficiency, it also affords Pyrotecnico tremendous buying power with our core suppliers. Buying the quantities of pyrotechnic products and special effects consumables (fluids, paper goods, supplies, etc.) that we do in our normal course of business enables Pyrotecnico to negotiate vendor contracts that are more favorable than our competitors in all aspects of the agreement. We can then pass these efficiencies along to our customers. It's a win/win for everyone.



Pyrotecnico is a turn-key fireworks, laser, and special effects company. A recognized industry leader, we consistently strive to raise the bar with every production using the most innovative technology available. Large-scale, multi-media show integration is our specialty and we push the edge of the entertainment envelope with our digital pyrotechnic firing systems, our state-of-the-art lasers, proprietary interactive show controls and, most importantly, our talented people.

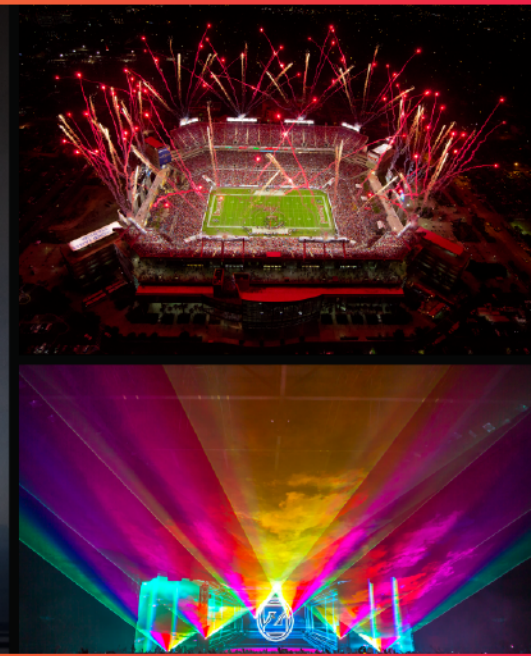
Our roots run deep and our experience is second to none. Pyrotecnico was formed over 125 years ago when Constantino Vitale started his fireworks company in Pietramelara, Italy. He immigrated to the United States in 1920 through Ellis Island, making a home for his family and company in New Castle, Pennsylvania – a small town between Pittsburgh and Cleveland that would become known as "The Fireworks Capital of America."

At the turn of the century, the company was one of the largest fireworks companies in America. Five different generations of the Vitale family have continued to grow Constantino's company by training new staff in the old family ways, selecting the best products from global suppliers, and seeking out the most creative visual effects available to delight more and more audiences every year.

The company has since expanded to include an array of special effects such as lasers, pyrotechnics, cryogenics, fog, flames, confetti, and streamers. We have worked hard to become the leading innovators in these categories and we pride ourselves on our groundbreaking technologies, including audience-scanning lasers and interactive crowd controls to involve the viewer in the performance. We will truly make your dreams a reality with our unrivaled access to the best products, skills, and collective experience.

Company Information:

- 90 Full-Time Employees
- Formed in 1889
- Headquartered in New Castle, PA
- Regional Office in Tampa, FL
- Annual Sales of \$26.8 Million



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.

Bob Ross - Chief Operating Officer - bross@pyrotecnico.com

With 22 years of experience, Bob 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 FX productions. Rocco has been in the business for 15 years.

Mark DeVincentis - Chief Financial Officer - mdevincentis@pyrotecnico.com

Mark oversees Pyrotecnico's finance department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Vice President Sales - 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.

Michael Simmons - Show Producer - msimmons@pyrotecnico.com

With 30 + years experience, Mike develops and services client accounts, making sure that all aspects of your program are accomplished in a timely manner. He is your primary point of contact from concept through completion.

Katherine Thomas - Permit Coordinator - kthomas@pyrotecnico.com

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

Client: City of St Pete Beach
Jennifer McMahon
Recreation Director

Event Date: July 4, 2021

Rain Date: TBD

Budget & Duration: 20 - 22 minute, High Impact, Water Based Display - \$30,000

*Barge to be provided by the City

*All permit, fire watch and marine patrol fees to be waived by the City

This Presentation Includes:

- Pyrotecnico will secure all needed permits (unless otherwise specified by the local jurisdiction) and organize plans directly with Fire and Safety Authorities.
- 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





City of St Pete Beach

July 4, 2021

Product Listing

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 Chrysanthemum and Peony Finale Shells
- 20 3 inch Titanium Salutes (loud thundering booms)
- 18 4 inch Assorted Brocade Shells

78 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!

- 72 3 inch Assorted Aerial Display Shells (fired in pairs)
- 144 4 inch Assorted Aerial Display Shells (fired in groups of 1, 2 and 3 shells)
- 180 5 inch Assorted Aerial Display Shells
- 90 6 inch Assorted Aerial Display Shells
- 5 8 inch Assorted Aerial Display Shells

- 8 49 Shot Assorted Angled Barrages (392 Shots)
- 1 150 Shot Premium Crossette Cake

1,033 Total Body Shells and Barrage Shots



City of St Pete Beach
July 4, 2021
Product Listing - Continued

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!

- 200 3 inch Assorted Chrysanthemum, Peony and Brocade Finale Shells
- 100 3 inch Titanium Salutes (loud thundering booms)
- 42 4 inch Assorted Brocade Chrysanthemum Finale Shells
- 40 5 inch Assorted Finale Shells
- 1 8 inch Long Duration Kamuro Chrysanthemum

- 383 Total Finale Shells



DISPLAY RECAP



TOTAL SHELLS

SEGMENT	1.5"-2.5"	3"	4"	5"	6"	8"	TOTAL
Opening Finale		60	18				78
Main Display (Body)	542	72	144	180	90	5	1033
Grand Finale		300	42	40		1	383
TOTAL SHELLS	542	432	204	220	90	6	1,494

SHOW TIMING

SEGMENT	MINUTES PER SEGMENT	SHELLS PER MINUTE	DEAD AIR TIME (MINUTES)
Opening Finale	00:20	234	0
Main Display (Body)	20:00	52	0
Grand Finale	1:00	383	0
TOTALS	~ 21:20		0

Barge to be provided by City.

All Permit Fees, Fire Watch Fees and Marine Patrol Security Fees to be waived by the City.

Shell Types and Descriptions

Listed below is a very small sample of the types of shells Pyrotecnico has in its extensive international inventory and we will pull the quantities listed in our proposal for each caliber size listed. Countries of Manufacture include, China, Spain, Italy, USA, Japan and Germany.

Multi -Color Star Shells –

Glittering Green Chrysanthemum, Red Peony with Blue Pistil, Gold Peony, Shells, Magenta Wave, Blue Peony with Palm Pistil, Purple and Twitter Glitter, Flower Wave with Purple Pistil, Green Peony with, Green Tail, Multi Color Pastel Peony, Yellow & White Peony, Glittering Red Chrysanthemum, Blue Peony with Magenta Pistil, Flower Wave to Blue with Green Pistil, Gold Silk Chrysanthemum, Sea Blue Peony with Sea Blue Tail, Purple Peony with Palm Tree Tail, Dahlia Crackling, Dahlia Multi with Silver Tail.

Fancy and Color Changing Shells –

Gold Glitter to Blue with Blue Center Peony, Gold Wave to Red to Green to Purple Chrysanthemum, Gamboge Red to Blue to Silver Chrysanthemum with Green Pistil, Gamboge Purple to Crackling, Crackling Lemon to Crackling Pistil, Blue to Green to Red Peony with Twinkling Pistil, 1000's of Magic to Purple, Silver Peony to Colorful Shell of Shells, Crown Flower with Purple Pistil, Gold Wave with Purple Swimming Stars, Multi Color Pastel Umbrella, Red Peony with Time Rain Coconut Pistil, Silver Cascade to Red, White, and Blue Color Change, Crossette Willow to Red, Falling Leaves Multi Color, Rainbow.

Special Effect Shells –

Saturn with Ring, Nishiki Kamuro, Red Sun, Crown Brocade, Pixie Dust Willow with Stained Glass Crackling Pistil, Stutada Red, Stutada White Spangle, Artillery Shell of Shells, Bi Break Multi Color Palms Kamuro with Violet, Jellyfish Blue Giant, Kamuro Gold Brocade, Mosaic Kamuro Crackling, Nautical Sea Green, Nautical Blue to Silver Strobe, Nautical Silver Glittering to Red, Domestic Draw-Out, 9 Time Report, Ghost White, Sweeper Blue Shell, Waterfall Orange Glitter, Waterfall Gold to Silver, Willow Twinkling, Serpents, Whistle, Fish, Tourbillions, Willow White Strobe with White Tail Center, White Spangle Red Tip Rays Blue Center with Trunk, Mosaic Blue, Waterfall Willow Happy Star.

Pattern Shells –

Smiley Face, Double Red Heart, Five Pointed Star, Rings of Red, Blue Serpents with Reports, Ring Double Farfalles with Gold Glitter Blue Tip, Ring Blue Crossette, Cube, Straw Hat, Bowtie Ring, Heart Red Strobing, Ring Double Crossette, Strawberry, Sunflower with Tail, Ring Red with Titanium Salute.

References

1. City of Fort Lauderdale
Debbie Bylica
dbylica@fortlauderdale.gov
954.683.3357
4th of July (2009 - Present)
3 Christmas Tree Lightings (2012 – Present)
New Year's Eve (2010 - Present)

2. City of Clearwater
Kris Koch
Kris.koch@myclearwater.com
727.562.4839
4th of July (2012 - Present)
5 – 7 Additional off dates shows annually (2012 – Present)

3. City of Cape Coral
Todd King
tking@capecoral.net
239.707.6241
4th of July (2014-Present)
November Coconut Festival (2008-Present)

Additional References available upon request.

*This is list confidential and should not be released without Pyrotecnico's permission.



Safety and Protection Protocols

Pyrotecnico adheres to all safety regulations required by NFPA 1123. In addition, Pyrotecnico policy is to maintain an 100ft per inch fallout area when possible for maximum audience safety.

Pyrotecnico maintains a 100ft load in fallout radius upon product arrival per NFPA 1123. Pyrotecnico's fallout area is increased to 100ft per inch, fallout radius prior to the display, and maintained until the area is swept following the display. During this time, audience members will not be permitted anywhere near the shoot site. In addition, Pyrotecnico will have spotters with fire extinguishers in hand during the display surrounding the main shoot site. Additional security will be required if Pyrotecnico crew members have any safety concerns.

All Pyrotecnico technicians have the necessary certifications to produce displays in the state of Florida, and have attended the necessary pyro technician seminars to remain up to date on current safety regulations and technology.

Pyrotecnico supplies a back-up console in the event of a primary console failure to prevent any delays of the display. All displays are electrically fired to prevent potential accidents associated with hand firing a display.

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.



800.854.4705 • WWW.PYROTECNICO.COM





Show Operations:

Chris Reitano, Florida Operations, has 13 years' experience and has physically overseen the onsite operation thousands of displays in the State of Florida. Chris will oversee onsite logistics of the City's show as long as Pyrotecnico manages the account. Chris also oversees the day to day operations and ensure all shows are assigned assistant technicians and receive all the appropriate equipment and products. All technicians are required to attend Pyrotecnico's annual training program.

APA Membership:

Pyrotecnico has been a member of the APA for over 50 years. CEO of Pyrotecnico, Stephen Vitale, served as President of APA from 2013-2014, and has been a board member for the past 8 years. Stephen was also the chairman of the public display committee for 4 years.

Acknowledgements:

GlobalFest's Trico Homes International Fireworks Festival - First Place Winner
GlobalFest's Trico Homes International Fireworks Festival - People's Choice Winner
L'International Des Feux Loto Quebec – Gold Jupiter Winner
World Cricket Championships – Antigua
Chinese New Year Celebration – Guangzhou, China
1939 World Fair – New York City, NY

USDOT Hazardous Materials Registration Number - 032414700001W

A copy of our USDOT permit is included on all Bill of Lading forms and transportation documents, of which can be provided to the City per show as requested.

Local Coverage and Facility:

Displays produced for the City of St Pete Beach, would be serviced from our Tampa Facility located at 30545 Commerce Drive, San Antonio, Florida 33576. Our magazine is located in a secured location around 15 minutes from the warehouse.

All fireworks are stored according to ATF and NFPA guidelines and regulations. Pyrotecnico has not had any previous material violations - federal, state, or local.

Product is never left unattended once our truck departs the magazine. In instances where product arrives prior to day-of, overnight security will be hired to secure our product and load in area. Crew will be responsible for securing the product and load in area during all other hours.



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 the City of St Pete Beach, and will 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 endeavor to provide peace-of-mind throughout our partnership.

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

Mike Simmons | Show Producer
941. 232. 2114 (Cell)



800.854.4705 • WWW.PYROTECNICO.COM



St. Pete Beach City Commission Agenda Report

Issue Considered: Annual Asphalt Patching Contract Award

Date: April 13, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City received two sealed bids with unit prices including preparing and placing asphalt patches on March 19, 2021. This type of purchasing agreement allows the City to quickly address needed asphalt pavement repairs at the lowest possible cost. After a review of the bid packages submitted and the resultant bid tabulation, the bid from Florida Parking, Inc. (dba Yellow Dawg Striping of West Central Florida) was determined to be the lowest responsive bid and meets the City's requirements. Staff is requesting approval of the unit price bid proposal from Florida Parking, Inc. (dba Yellow Dawg Striping of West Central Florida) for Asphalt Patching Services in an amount not to exceed the annually approved street repair budget and reclaimed water repair restoration budget for three years from contract execution, including three additional one-year extensions thereafter.

Funding: Streets Maintenance - R&M Other (001-6103-541-5469) and Reclaimed Water - Professional & Contractual (102-6108-537-5310)

Requested Motion: I move to approve the unit price bid proposal from Florida Parking, Inc. dba Yellow Dawg Striping of West Central Florida for 2021 Asphalt Patching Services in an amount not to exceed the annually approved asphalt repair budget for three years from contract execution, including three additional one-year extensions thereafter.

Attachments:

1. 2021 Asphalt Patching Services Purchase Agreement
2. Bid Tabulation

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

2021 ASPHALT PATCHING SERVICES

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Florida Parking Inc., DBA Yellow Dawg (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement.

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.

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. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility, the Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of

this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Vendor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Vendor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. 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 as Exhibit B.

5. Vendor shall deliver the goods, or provide the services, described herein no later than April 13, 2024 ("completion date").

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

7. 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 goods or services provided in this Agreement and more specifically in Exhibit B.

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

9. 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 ("guarantee period"), including all parts and labor associated with said repairs.

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

11. Vendor fully warrants that all services and/or goods provided herein 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.

12. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

13. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

14. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

15. 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, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. 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 any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the 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.

16. 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.

17. 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.

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")
- c. RFB (Exhibit "C")

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

21. 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.

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

As to Vendor:

Florida Parking Inc. DBA Yellow Dawg
Attn.: Steven Brown
1396 Seabreeze St.
Clearwater, FL 33756

As to City:

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

23. 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.

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

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

26. This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than three (3) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either

Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

[SIGNATURE PAGE TO FOLLOW]

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

Florida Parking Inc. DBA Yellow Dawg

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

EXHIBIT “C”

(Place RFB behind this page)

CITY OF ST. PETE BEACH
RFB- 2021 ASPHALT PATCHING SERVICES
Bid Opening Date: March 19, 2021 10:00 AM
Bid Tabulation

Firm	Date Received/Via	Bid Estimate
Florida Parking Inc.	3/16/21 - Hand delivered 10:22am	\$102,375
Ajax Paving Inc.	3/19/21 - Dropbox 9:00am	\$384,500

Adjourned : 10:02 AM

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

Issue Considered: Cost Estimate for Electrical Undergrounding Project with Charter Spectrum

Date: April 13, 2021

Prepared By: Alex Rey, City Manager

Through:

Summary of Issue: “At our meeting on March 9, 2021, the City Commission approved the binding cost estimate with Duke Energy for the Phase I of the Gulf Blvd electrical undergrounding project. At that time, we informed the Commission that similar agreement would be needed for the other utility providers in the corridor, namely Frontier and Charter - Spectrum. We have confirmed with Frontier and they do not have any services on those poles so there will be no charge from them.

The attached quote pays for the services for Phase I. The amount is consistent with the expected payment included in the overall budget.

Funding: This service will be funded from the Electrical Undergrounding project account 301-8000-590-0047

Requested Motion: I move to approve the cost estimate with Charter Spectrum in the amount of \$53,513.56 to aid in the placement of underground facilities in conduit provided by the City. Project location from 55th to 64th Ave. East and West side of Gulf Blvd.

Attachments: 1. CHARTER SPECTRUM



Invoice #: BHNCNST-1353
 Date: 3/31/2021
 PRISM ID: 2831680

Spectrum
 2251 Lucien Way
 Maitland, FL 32751

Invoice

Bill To:
Name St Pete Beach
Address 155 Corey Ave
City, State, Zip St.Pete Beach, FL 33706
Contact Alex Rey
Phone 727-363-9251
Email address: arey@stpetebeach.org
Fax#:

Please make check payable to:
Charter Communications Holdings, LLC

Mail To:
Spectrum
Attn: Diana McDowell
2251 Lucien Way
Maitland, FL 32751

Please show invoice number on check and return a copy of this invoice with payment.

Please show invoice number on check and retain a copy of this invoice with payment.				
Date	Description	Total		
3/26/2021	Beautificaion Project Placing of underground facilities in conduit provided by the City Project from 55th ave to 64th ave, East and West side of Gulf blvd. Including crossings	\$53,513.56		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
			Cost Estimate is good for 90 days.	Sub Total
Total				
		\$53,513.56		

Account Coding: 61520000-249- 2491205.M.RRC.01.16L1

Please show invoice number on check and return a copy of this invoice with payment.

If you have questions concerning this invoice, please contact:

	Coordinator	Supervisor
Name:	Andrew Holtzhouse	Brian Mixer
Phone:	727-873-3663	727-329-2839
e-mail:	Andrew.Holtzhouse@Charter.com	Brian.Mixer@Charter.com

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

Issue Considered: Force Main 1 Preliminary Design Report

Date: April 13, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Under this Task Order, Kimley-Horn will prepare a preliminary design report (PDR) and route analysis for replacement alternatives of Force Main 1 (FM 1). Currently, Master Pump Station 1 (PS 1) discharges to the City of St. Petersburg through a 24-inch force main. This existing force main runs from PS 1 and manifolds with the City of Treasure Island master force main at 79th Avenue, where it continues on to the City of St. Petersburg's sanitary system. Due to the age and capacity of the existing infrastructure and the impacts of a combined force main system, the City intends to evaluate alternatives for the rehabilitation and replacement of FM 1. The alternatives will be evaluated based on existing and future flow conditions. No condition assessment will be completed under this scope of work; however, the preliminary design report performed under this scope will incorporate the findings of the force main assessment completed in 2017.

Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$92,219.00 for Force Main 1 Preliminary Design Report.

Funding: Wastewater - Force Main - 101-6107-535-5635

Requested Motion: I move to approve the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$92,219.00 for Force Main 1 Preliminary Design Report.

Attachments: 1. Task Order from Kimley-Horn



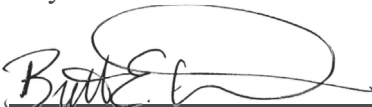
Exhibit "B"

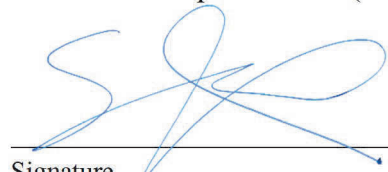
TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	01/15/2021
<i>Firm Selected for Task</i>	Kimley-Horn and Associates, Inc.
<i>Task (Project) Name</i>	Force Main No. 1 Replacement
<i>Task Description (and other relevant details)</i>	The Engineer will provide a preliminary design report for the replacement of Force Main No. 1.
<i>Task Budget</i>	\$92,219.00
<i>Task Proposal Due Date</i>	03/16/2021

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order:

_____	_____
Alex Rey	Date
City Manager	
City of St. Pete Beach	
	3/30/2021
Brett Warner	Date
Assistant Public Works Director	
City of St. Pete Beach	

	03/16/2021
Signature	Date
Shelby N. Hughes, P.E.	
Name	
Associate, EOR	
Title	
Kimley-Horn and Associates, Inc.	
Firm	

INDIVIDUAL PROJECT ORDER (IPO)

March 16, 2021

Describing a specific agreement between Kimley-Horn and Associates, Inc. ('Kimley-Horn' or the 'Engineer'), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2021, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

Force Main 1 Preliminary Design Report (PDR)

GENERAL CATEGORY OF SERVICES:

Under this Work Authorization, the Engineer will provide general engineering services for the preliminary design report and route analysis for the replacement alternatives of Force Main 1 (FM 1). Master Pump Station 1 (PS 1) currently discharges to the City of St. Petersburg through a 24-inch force main. The force main runs from the MPS and manifolds with the City of Treasure Island master force main at 79th Avenue, where it continues to the City of St. Petersburg Pump Station No. 61. Due to the age and capacity of the existing infrastructure and the impacts of a combined force main system, the City intends to evaluate alternatives for the rehabilitation and replacement of FM 1. The alternatives will be evaluated based on existing and future flow conditions. No condition assessment will be completed under this scope of work; however, the preliminary design report performed under this scope will incorporate the findings of the force main assessment completed in 2017. The work to be included is described in the specific scope listed below.

SPECIFIC SCOPE OF SERVICES:

Task 1 – Intergovernmental Coordination

Kimley-Horn will complete the following items outlined in Task 1:

1. Coordinate and attend up to ten (10) total meetings or conference calls with the City and additional stakeholders as required. Stakeholders may include:
 - a. City of St. Petersburg
 - b. City of Treasure Island
 - c. City of South Pasadena
 - d. Pinellas County
 - e. Representatives of stakeholders including engineering consultants
2. Provide meeting agendas and meeting minutes for each meeting.

Task 2 – Preliminary Design Report

Task 2 will establish the sizing requirements for the proposed infrastructure based on variable flow conditions and hydraulic model results. Kimley-Horn will complete the following items outlined in Task 2:

Kimley-Horn will work with the City during an initial kick off meeting to establish up to three (3) conceptual alternatives for improvements to the Master Force Main to determine infrastructure sizing for existing and future flow conditions. Alternatives may include the following:

- a. Independent Force Main discharging to St. Petersburg LS No. 61
 - i. S. Pasadena Route
 - ii. 79th Ave Route
- b. Combined Force Main discharging to St. Petersburg LS No. 61
 - i. 79th Ave Route

Kimley-Horn will determine the feasibility of each alternative by completing the following tasks:

1. Determine feasibility of each alternative based on the following information:
 - a. Flow Data from the Pump Station 1 Evaluation Report
 - b. Flow Data from St. Petersburg billing data
 - c. Projected flow conditions based on future land use and density increases completed as part of the Asset Management Plan
 - d. Condition assessment data from the 2017 Force Main Assessment
 - e. As-built data
2. Update the hydraulic model created for the Pump Station 1 Evaluation to include the proposed force main alternatives.
3. Develop Conceptual Opinions of Probable Costs (OPC) for the design and construction for each proposed alternative. The costs provided are not based on detailed engineering drawings and/or specifications. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
4. Provide geographical map exhibits outlining each alternative.
5. Provide a report documenting the findings of Tasks 1&2 and summarize recommendations for the City. Complete up to three (3) review meetings with City staff and address up to three (3) rounds of comments.

Task 3 – Force Main Corridor Analysis

Task 3 will evaluate constructability, high level conflicts, and property/easement acquisition requirements. Upon the City's decision of which Task 2 alternative to pursue, Kimley-Horn will complete the following items outlined in Task 3:

1. Perform a force main corridor analysis. This includes a corridor evaluation to determine up to three (3) alternatives for the location of the force main route. Each alternative route analyzed will include an evaluation of constructability, available right-of-way, construction installation methods, impact to public facilities, environmental impacts, potential utility conflicts, engineer's opinion of probable construction costs, and method of maintaining service during construction.
2. Consultant will coordinate with the Army Corps of Engineers, Pinellas County, and FDEP to discuss the project and to determine any design constraints associated with a potential subaqueous crossing.
3. Prepare a subsequent report documenting the results of Tasks 1-3. Complete up to three (3) review meetings with City staff and address up to three (3) rounds of comments.

PROJECT DELIVERABLES

The deliverables to be provided for this project include:

- Task 1: Meeting minutes – electronically submitted
- Task 2: An electronic submittal of the Ph I: Preliminary Design Report, hydraulic model files, and GIS exhibits. Draft Submittals will also be submitted electronically.
- Task 3: An electronic submittal of the Ph II: Preliminary Design Report (with Corridor Analysis) and GIS shapefiles. Draft Submittals will also be submitted electronically.

The City shall provide and complete the following:

- Existing information and drawings as needed and available
- Intergovernmental Agreement Review
- Review and comment on the deliverables
- Attend and participate in project meetings

ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement, and may include but not be limited to the following:

- Survey
- Construction Plans and Specifications
- Wet-weather Hydraulic Model Analysis
- Title search
- Geotechnical Borings
- Environmental Services

FEE AND BILLING

Kimley-Horn will accomplish these services for a Lump Sum fee as outlined below. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated, dated in 2021. The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Coordination	\$ 11,706.00
Task 2 – Wastewater Feasibility Analysis	\$ 44,187.00
Task 3 – Force Main Corridor Analysis	\$ 36,326.00

TOTAL LUMP SUM FEE	\$ 92,219.00
---------------------------	---------------------

ADDITIONAL SERVICES (if required):

Services requested that are not specifically included in this scope will be provided under a new and separate Work Authorization.

METHOD OF COMPENSATION:

Services under this Work Authorization will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the project.

ACCEPTED:

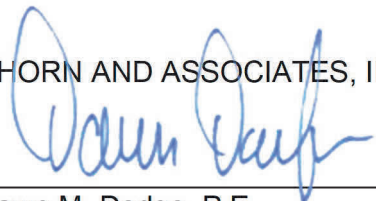
THE CITY OF ST. PETE BEACH
FLORIDA

BY: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:  _____
Dawn M. Dodge, P.E.

TITLE: Associate

DATE: 03/16/2021

MASTER FORCE MAIN ALTERNATIVES EXHIBIT



Pump Station/Lift Station



Wastewater Treatment Plant



Existing Force Main



Existing Treasure Island/St. Pete Beach Master Force Main



Gravity Main



Alternative 1



Alternative 2

1,900 950 0 1,900 Ft.



SP NORTHWEST WRF



TREASURE ISLAND CAUSEWAY

SP PS-61

TI MPS

TI LS 4

79TH ST S

80TH ST S

PASADENA AVE S

SPB LS-12

SPB PS-1

SPB LS-11

SPB LS-10

SPB LS-14

SPB LS-15

SPB LS-13

SPB PS-2

BOCA CIEGA DR

Project Name:	FM 1 PDR
Project Number:	
Date Prepared:	1/15/2021
Estimated By:	Shelby Hughes

Page 53 of 62

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

Issue Considered: Kimley-Horn and Associates Urban Design and Landscape Architectural Services

Date: April 13, 2021

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: Kimley-Horn will provide urban design and landscape architectural services for the visioning of the west end of Corey Avenue, including waterfront along Sunset Way from 75th to Sunset Park, connectivity along Sunset Way and Beach Plaza from 73rd Avenue to Avenue and a proposed “Beach Walk/Trail” from Upham Beach to County Park. The consultant will provide conceptual design and 3D modeling graphics in Lumion format. Kimley-Horn is an approved Engineering and Consulting Service Firm.

Funding: This item will be funded by surplus funds allocated to the Vina bridge repair project.

Requested Motion: I move to approve Urban Design and Landscape Architectural Services from Kimley-Horn and Associates in the amount of \$36,800.00.

Attachments:

1. Kimley-Horn west end of Corey
2. West End of Corey - Beach Walk Map

INDIVIDUAL PROJECT ORDER (IPO)**March 18, 2021**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2017, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:**WEST COREY AVENUE AND BEACH WALK VISIONING STUDY URBAN DESIGN****GENERAL CATEGORY OF SERVICES:**

Under this IPO, Kimley-Horn will provide Urban Design and Landscape Architectural services for the visioning of the west end of Corey Avenue area, including the waterfront along Sunset Way from 75th Avenue to Sunset Park, connectivity along Sunset Way and Beach Plaza from 73rd Avenue to 67th Avenue, and a proposed "Beach Walk/Trail" from Upham Beach (67th Avenue) to County Park at 46th Avenue. The Consultant will provide Conceptual Design and 3D Modeling Graphics in Lumion format to effectively portray the design to the Client and applicable stakeholders. Permitting requirements and an opinion of probable construction costs will be prepared as part of this effort. Survey data for the site is not available, therefore, plans will be prepared over aerial imagery. Visible site conditions will be field verified by observation. If a survey is desired by client, survey can be performed as an additional service.

Kimley-Horn staff will attend meetings with the City, as outlined in the scope of services at the request of City staff.

SCOPE OF SERVICES:

Kimley-Horn's scope of services will include but not be limited to the following task:

TASK 1- URBAN DESIGN AND LANDSCAPE ARCHITECTURAL VISIONING**A. Assimilation of Data and Preliminary Design**

1. Project Kick-Off - Kimley-Horn will perform an initial consultation with Client to verify the project program and agreed upon schedule.
2. Assimilation of Data – Pre-Design. Kimley-Horn will prepare base plans from aerial photographs and site visit to verify field conditions. Additional base materials will be provided (if available) by Client in electronic format.
3. 3D Design Model Preparation. Kimley-Horn will prepare a 3D Design Model in Sketchup and Lumion format for the project corridor.
4. Review of site permitting requirements related to the entire project corridor from 75th Avenue to 46th Avenue, including beach construction areas, seawall improvements, and connectivity throughout.
5. Kimley-Horn will conduct up to two (2) design meetings with the Client and applicable stakeholders, as directed by the Client.

B. Visioning Plans and 3D modeling

1. Preparation of Conceptual Urban Design Plans for the following project areas:
 - a. West Corey Avenue Design Area from 75th Avenue to 72nd Avenue, including Fisherman's Park, the parking lots north and south of Fisherman's Park, Woody's Waterfront, and Sunset Park.

- b. Sunset Way from 72nd Avenue to 67th Avenue, Beach Plaza from 71st Avenue to 67th Avenue, and Upham Beach Park.
 - c. A Beach Walk/Trail from Upham Beach Park (67th Avenue) to the County Park at 46th Avenue.
2. Preparation of 3D model graphics depicting the Conceptual Design for the following project areas:
 - a. West Corey Avenue Design Area from 75th Avenue to 72nd Avenue, including Fisherman's Park, the parking lots north and south of Fisherman's Park, Woody's Waterfront, and Sunset Park.
 - b. Sunset Way from 72nd Avenue to 67th Avenue, Beach Plaza from 71st Avenue to 67th Avenue, and Upham Beach Park.
 - c. A Beach Walk/Trail from Upham Beach Park (67th Avenue) to the County Park at 46th Avenue.
3. Consultant will prepare an Opinion of Probable Construction Costs (OPCC) for the improvements documented in the Conceptual Visioning Plan. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
4. Kimley-Horn will conduct up to two (2) Client meetings during this Visioning effort for plan review and comment

C. Summary Report

The Consultant will prepare a summary report outlining the findings and communicating the Conceptual Urban Design Improvements developed in Task B above. This report will include plans, elevations, 3D renderings, and up to two 3D fly-throughs to best delineate the design of the project corridor.

Services not included:

Any other services, including but not limited to the following, are not included in this Agreement:

- Permitting services and/or support
- Site survey
- Construction Phase services
- Additional modeling, graphics, and digital fly-throughs not explicitly referenced above.

These services will be provided based upon Attachment A – Consultants Hourly Rates. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Kimley-Horn will not exceed the total maximum labor fee without authorization from the Client.

FEE AND BILLING:

Kimley-Horn will perform these services on a labor fee plus expense basis with the maximum labor fee shown below.

TASK 1- URBAN DESIGN AND LANDSCAPE ARCHITECTURAL VISIONING \$ 36,800.00

MAXIMUM LABOR FEE

\$ 36,800.00

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

METHOD OF COMPENSATION:

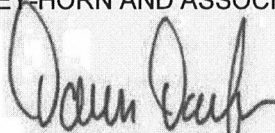
Services under this IPO will be provided on an hourly, not to exceed basis. Invoices will be prepared based on an hourly basis.

OTHER SPECIAL TERMS OF IPO:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:
THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.



BY: _____

BY: Dawn M. Dodge, P.E.

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 03/18/2021

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name:	West Corey Avenue and Beach Walk Visioning Study
Project Number:	
Date Prepared:	3/18/2021
Estimated By:	David J. Flanagan, PLA, ASLA

[illegible]

Kimley-Horn and Associates, Inc.

Hourly Rate Schedule

Classification	<i>Direct Salary</i>	<i>Multiplier (capped)</i>	<i>Rate</i>
Analyst	\$37.63	3.10	\$116.65
Technical Support	\$30.93	3.10	\$95.88
Professional	\$59.26	3.10	\$183.71
Senior Professional 1	\$80.66	3.10	250.05
Senior Professional 2	\$88.23	3.10	273.51
Senior Technical Support	\$50.85	3.10	157.64
Support Staff	\$31.60	3.10	97.96



Classification Guide

Senior Professional 2: Degreed in field of expertise with more than 20 years of experience. Often provides QA/QC and/or overall project management and may lead project tasks where a high level of expertise is required.

Senior Professional 1: Degreed in field of expertise with more than 15 years of experience. Often provides project or task management. Will be very involved with daily project production.

Professional: Degreed in field of expertise with more than 10 years of experience. Often provides task management oversight; may provide project management for projects with scope falling within field of expertise.

Analyst: Usually degreed in field of expertise with less than 5 years of experience. Extensive involvement in projection of project deliverables.

Senior Technical Support: May be degreed in field of expertise with more than 10 years of experience. Non-Degreed individuals with more than 15 years of experience may qualify. Will be very involved with daily project production. May lead portions of tasks when applicable.

Technical Support: May be degreed but not required. Individuals will directly support production.

Support Staff: Supports production as best determined by the project manager. Often assists assembling client deliverables.

NOTE: These are guidelines, not rules. As every person learns at different rates and opportunities within offices vary staff may advance more or less quickly than outlined.

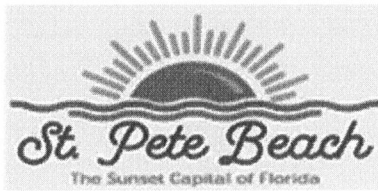


Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	March 18, 2021
<i>Firm Selected for Task</i>	Kimley-Horn and Associates, Inc.
<i>Task (Project) Name</i>	West Corey and Beach Walk Visioning Study – Urban Design
<i>Task Description (and other relevant details)</i>	The Consultant will provide Urban Design and Landscape Architectural services for the visioning of the west end of Corey Avenue area, including the waterfront along Sunset Way from 75 th Avenue to Sunset Park, connectivity along Sunset Way and Beach Plaza from 73 rd Avenue to 67 th Avenue, and a proposed "Beach Walk/Trail" from Upham Beach (67 th Avenue) to County Park at 46 th Avenue. The Consultant will provide Conceptual Design and 3D Modeling Graphics in Lumion format to effectively portray the design to the Client and applicable stakeholders. Permitting requirements and an opinion of probable construction costs will be prepared as part of this effort.
<i>Task Budget</i>	\$36,800.00
<i>Task Proposal Due Date</i>	TBD

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order:

Alex Rey
City Manager
City of St. Pete Beach

Date

03/18/2021

Signature

Date

David J. Flanagan, PLA, ASLA

Name

Project Manager

Title

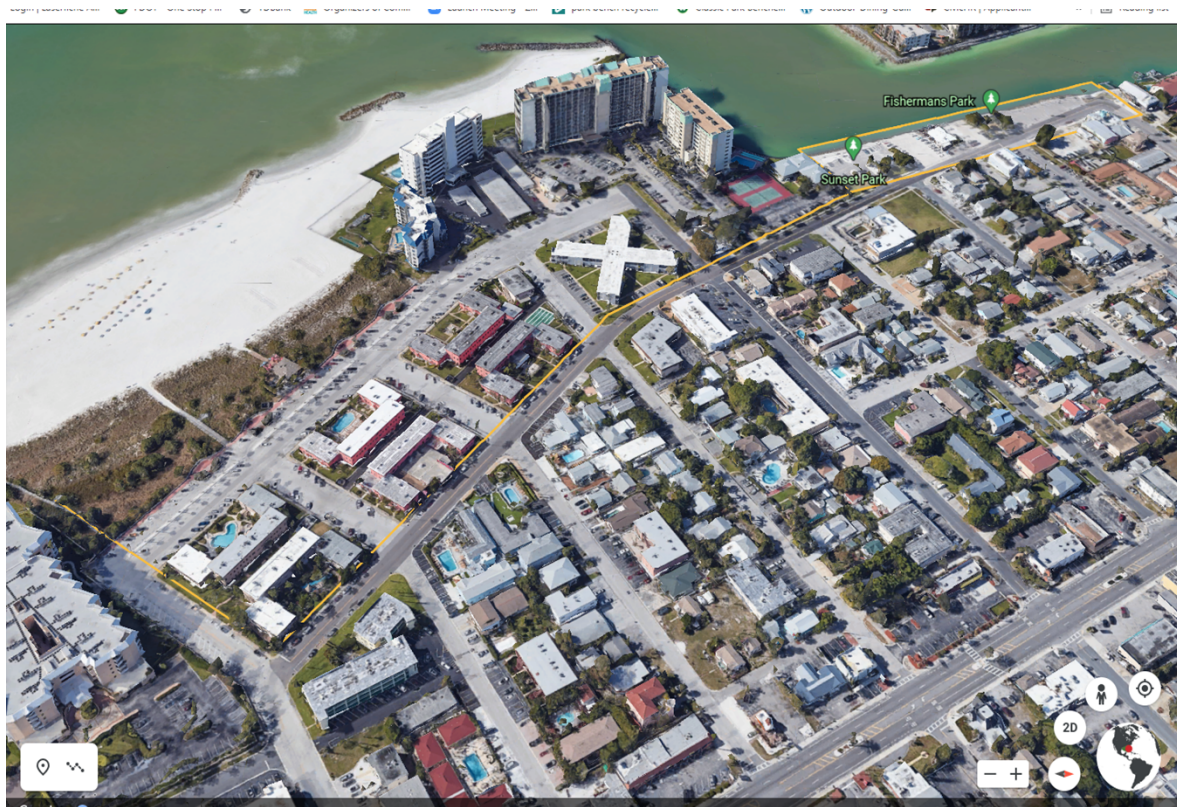
Kimley-Horn and Associates, Inc.

Firm

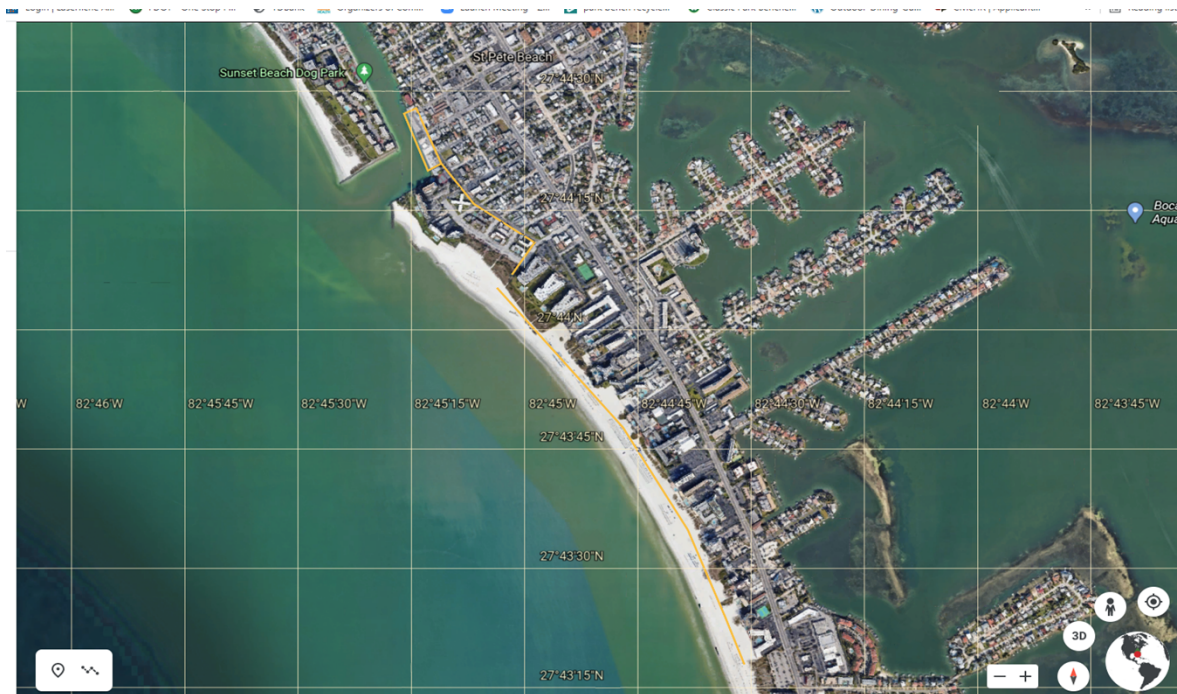
Brett Warner

Date

Assistant Public Works Director
City of St. Pete Beach



West End of Corey – Sunset Way Connectivity



Beach Walk