



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, June 12, 2012

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

- 1. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
- 2. Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. Proclamation declaring June 12, 2012 Mimi Gwanter day.**
- 3. Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
- 4. Consent**
 - a. Approval of minutes for the City Commission Shade Meeting and the Regular Meeting of May 22, 2012.**
 - b. Authorize the City Manager to have banners raised over 75th Avenue at Boca Ciega Drive and over the**

Pinellas Bayway at Granada Avenue for the Suntan Art Center/City of St Pete Beach 100 Artists Shows.

- c. Authorize City Manager to have banners raised over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for the Corey Avenue Car Shows.**
- d. Approve the request from Corey Area Business Association to close the 300 - 400 block of Corey Ave on September 15th and December 15th 2012 for the Corey Avenue Car Shows.**
- e. Ratification of the City Manager decision to accept a proposal from Ennead LLC in the amount of \$11,000 to provide sub-consulting services associated with the update of the FY2012-2013 stormwater Non-Ad Valorem (NAV) assessment, including the “Fixed Fee” and “Impervious-Based” assessment components.**
- f. Ratification of the City Manager’s decision to allow the closure of the 300 block of Corey Avenue on Sundays for the Corey Fresh Market in St Pete Beach through the end of June 2012.**
- g. Authorize the City Manager to enter into an agreement with The Penton Law Firm for legal representation relating to the Deepwater Horizon disaster and BP Oil Spill.**
- h. Authorize the City Manager to enter into an agreement with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless for temporary placement of portable cellular phone tower at 3300 Gulf Blvd.**

5. Action Items

- a. Designation of voting delegate for the 86th Annual FLC Conference.**
- b. Authorize the City Manager to enter into a purchasing agreement with Morelli Landscaping, Inc. in the amount of \$312,970 for landscape and irrigation improvements on the FDOT Right-Of-Way.**
- c. Public Hearing for Variance 2012-0016, requesting the construction a sundeck seaward of the City Coastal Construction Excavation Setback Line.(Quasi-Judicial)**

6. Ordinances

- a. Ordinance 2012-09, First Reading and Public Hearing, amendment of subsection (v) of section 82-137 of division 1 of article III of chapter 82 of the code of**

ordinances, pertaining to stopping, standing and parking of vehicles; providing for amendment of the City parking maps; providing for severability; providing for the repeal of all ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date.

7. Resolutions

- a. Resolution 2012-04, declaring as surplus certain city vehicles and authorizing the City Manager to dispose of same.**

8. Items for Discussion

- a. Process for considering contract for Law Enforcement Services with Pinellas County Sheriff's Office.**

9. City Manager, City Attorney and City Commission Reports

10. Adjournment

APPEAL

If a person decides to appeal any decision made at this meeting, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the meeting is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105) The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.

AMERICAN DISABILITIES ACT

In Accordance with the American's with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than (4) days prior to the meeting for assistance.

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



PROCLAMATION

WHEREAS, the St. Pete Beach Library is an integral and valued part of the community of St. Pete Beach; and

WHEREAS, the Library depends not only upon the financial support of the City but also on the active support and involvement of the people who live in our community; and

WHEREAS, Mimi Gewanter, long-time resident of St. Pete Beach until her death in 2011, was one of those active supporters; and

WHEREAS, Mimi, who had been a librarian herself at one time, loved libraries in general and the St. Pete Beach Library in particular, giving generously of her time and expertise; and

WHEREAS, despite ongoing health problems, Mimi served two terms on the City's Library Advisory Committee, actively and forcefully participating in the discussions and decisions that helped guide the Library; and

WHEREAS, the members of the Library Advisory Committee wish to recognize and honor Mimi for her contributions;

NOW, THEREFORE I, Mayor Steve McFarlin, do hereby proclaim June 12, 2012 as:

"MIMI GEWANTER DAY"

In the City and urge all citizens to follow Mimi's example by volunteering their time and talents to help keep our Library the special place it is.

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St. Pete Beach, Florida, to be affixed this 12th day of June, 2012.

Steve McFarlin, Mayor

CITY COMMISSION
ATTORNEY-CLIENT SESSION

MINUTES

May 22, 2012

5:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT:

Steve McFarlin, Mayor
Marvin Shavlan, Vice Mayor
Lorraine Huhn, Commissioner
Jim Parent, Commissioner
Beverly Garnett, Commissioner

ALSO PRESENT:

Rebecca C. Haynes, City Clerk

1. Attorney - Client Session

Mayor McFarlin announced that Attorney - Client Sessions will be held in accordance with F.S. 286.011(8) regarding the following lawsuits:

**a. James Anderson v. City of St. Pete Beach, et al. – Case No. 11-1319
CI-08**

Mayor McFarlin announced that the Attorney - Client Session will be attended by some or all of the following persons, one or more whom may participate telephonically: Steve McFarlin, Mayor; Mike Bonfield, City Manager; Marvin Shavlan, Vice Mayor; Lorraine Huhn, Commissioner; Jim Parent, Commissioner; Beverly Garnett, Commissioner; Susan Churuti, Esquire; and Mary Ellen Hogan, Esquire; and an official court reporter as provided by law. The length of the Attorney- Client Session is estimated to be approximately thirty (30) to forty-five (45) minutes.

At approximately 5:02 p.m., Mayor McFarlin adjourned the meeting to the Attorney - Client Session.

At approximately 5:55 p.m., Mayor McFarlin reconvened the meeting and adjourned the Attorney – Client Session.

City Attorney Susan Churuti announced the termination of the closed session, Item (a). Ms. Churuti noted that there is a proposal for the City Attorney to convey a settlement offer under limited terms with a short turn-around time to Mr. Anderson seeking an answer to the question, “Under what circumstances would he dismiss the lawsuit with prejudice now that the City has been successful in all of the Sunshine Law case allegations the trial level?”.

Vice Mayor Shavlan moved to approve a proposal requesting the City Attorney to convey a settlement offer under limited terms with a short turn-around time to Mr. Anderson seeking an answer to the question, “Under what circumstances would he dismiss the lawsuit with prejudice now that the City has been successful in all of the Sunshine Law case allegations at the trial level?”. The motion was seconded by Commissioner Garnett and unanimously approved by roll call vote.

At 5:57 p.m., Mayor McFarlin adjourned the Shade Meeting.

Attest:

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

May 22, 2012

6:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Steve McFarlin, Mayor
Marvin Shavlan, Vice Mayor
Beverly Garnett, Commissioner
Jim Parent, Commissioner
Lorraine Huhn, Commissioner

ALSO PRESENT:

Mike Bonfield, City Manager
Susan Churuti, City Attorney
Mary Ellen Hogan, City Attorney
Rebecca C. Haynes, City Clerk
Steve Hallock, Public Services Director
George Kinney, Community Services Director
Dan O'Connor, Administrative Services Supervisor

1. Changes to the Agenda

There were no changes to the agenda.

2. Presentations

There were no presentations.

3. Audience Comments

Trinity Anzur, St. Pete Beach, discussed recycling efforts in the area, offered suggestions on how to increase awareness, and offered assistance in bringing her ideas to fruition.

Deborah Schechner, Boca Ciega Isles, requested information on a plaque that was located in the Commission Chambers and commented on the response time for service calls through the Pinellas County Sheriff's Office.

4. Consent

- a. Approval of Minutes for the City Commission Regular Meeting of May 8, 2012 and Shade Meeting of May 8, 2012.
- b. Authorize the City Manager to enter into a Fireworks Display Contract with Pyrotecnico for the July 4, 2012 fireworks show in the amount of 420,000.
- c. Authorize the City Manager to enter into a purchasing agreement with Hinterland Group, Inc., in the amount of \$24,990 for sanitary sewer manhole rehabilitation.

Vice Mayor Shavlan moved to approve Consent Agenda Items (a) through (c) as written. The motion was seconded by Commissioner Garnett and unanimously approved by roll call vote.

5. Action Items

- a. Authorization for the City Manager to enter into an agreement with Merry Pier Partners LLC and their potential sub-tenant, 'Afternoon Delight Charters, Inc.', providing for the installation of a boat lift at an available rental slip at Merry Pier subject to the terms of the agreement and authorizing the subsequent removal of said boat lift by the sub-tenant upon termination of the agreement.

City Manager Bonfield explained that Merry Pier Partners, LLC currently leases the pier and is requesting to install a boat lift for a small charter boat operation. Rough water conditions contribute to the need for a lift and the sub-tenant will be responsible for removing the lift upon termination of the agreement.

Nancy Davidek, Merry Pier Partners LLC, noted that two additional boats are currently operated from the pier and they are requesting to install a boat lift to more safely board and disembark passengers.

Commissioner Parent moved to approve Item 5(a), authorizing the City Manager to enter into an agreement with Merry Pier Partners LLC and their potential sub-tenant, Afternoon Delight Charters, Inc., providing for the installation of a boat lift at an available rental slip at Merry Pier subject to the terms of the agreement and authorizing the subsequent removal of said boat lift by the sub-tenant upon termination of the agreement. The motion was seconded by Commissioner Garnett and unanimously approved by roll call vote.

- b. Authorize the City Manager to remove the sidewalk west of the private properties on Sunset Way between 28th and 30th Avenues.

City Manager Bonfield reported that the City has received a request to remove a two-block section of sidewalk between 28th Avenue and 30th Avenue. The request was submitted by residents whose property directly abuts the sidewalk.

Guy Burns, Sunset Way, spoke in support of removing the sidewalk and distributed a folder of documents to the Commission that included a re-plat map, a warranty deed and a petition requesting the removal of the sidewalk.

City Manager Bonfield stated that he has not seen any survey documents and staff is not prepared to immediately provide specific, legal direction. He noted that the land is public property and the Commission may have the right to remove the sidewalk.

Jeannie Salvo, 31st Avenue, believes the sidewalk is an enchanting part of Pass-a-Grille and spoke in favor of keeping the sidewalk.

Vanessa Slate, Pass-a-Grille Way, stated that she has the same issues around her property and spoke in favor of keeping the sidewalk.

Debbie Burns, Sunset Way, commented that kids walking by her property tease her dog and spoke in favor of removing the sidewalk.

Stephanie (inaudible last name), Pass-a-Grille Way, noted that it is a safe area for children to walk and bike, and spoke in support of keeping the sidewalk.

Connie DuBois, Pass-a-Grille Way, encouraged the Commission to think about the future and consider constructing a promenade, and spoke against relinquishing ownership of the sidewalk.

It was the consensus of the Commission to direct the City Attorney to further research the right(s) of the property, and maintenance and removal costs, and continue the item to the next meeting of June 12, 2012.

6. Ordinances

- a. Ordinance 2012-07, Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for amendment of subsections (k), (n), (p), and (t), adding subsections (u) and (v) of Section 82-137 of Division 1, Article III of Chapter 82 of the Code of Ordinances, pertaining to stopping, standing and parking of vehicles; providing for amendment of the city parking maps; providing for severability; providing for repeal of all ordinances in conflict herewith, to the extent of such conflict, and providing for an effective date.

City Manager Bonfield reported that the parking changes proposed include 64th and 67th Avenues, Gulf Winds Drive and Bay Street.

Vice Mayor Shavlan moved to approve Item 6(a), Ordinance No. 2012-07, an ordinance of the City of St. Pete Beach, Florida providing for amendment of subsections (k), (n), (p), and (t), adding subsections (u) and (v) of Section 82-137 of Division 1, Article III of Chapter 82 of the Code of Ordinances, pertaining to stopping, standing and parking of vehicles; providing for amendment of the City parking maps; providing for severability; providing for repeal of all ordinances in conflict herewith, to the extent of such conflict, and providing for an effective date. The motion was seconded by Commissioner Parent.

Mayor McFarlin called for audience comments.

Paul Pfister, Gulf Boulevard, spoke about a laundromat located nearby and non-patrons using the change machine for parking meters.

Mayor McFarlin responded that the coin-operated meters will eventually be replaced with pay stations currently located in other areas of the City.

Hearing no further comments, the Mayor called for the vote.

The motion was unanimously approved by roll call vote.

- b. Ordinance 2012-08, Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for amendment of Subsection (b) of Section 82-135 of Division 1 of Article III of Chapter 82 of the Code of Ordinances, pertaining to stopping, standing and parking of vehicles in the Eighth Avenue Commercial District; providing for amendment of the City parking maps, providing for severability; providing for the repeal of all ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date.

City Manager Bonfield explained the proposed ordinance will allow for the use of “B” parking stickers on Eighth Avenue, which currently limits all parking to two hours.

Commissioner Garnett moved to approve Item 6(b), Ordinance No. 2012-08, an ordinance of the City of St. Pete Beach, Florida providing for amendment of Subsection (b) of Section 82-135 of Division 1 of Article III of Chapter 82 of the Code of Ordinances, pertaining to stopping, standing and parking of vehicles in the Eighth Avenue Commercial District; providing for amendment of the City parking maps, providing for severability; providing for the repeal of all ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Vice Mayor Shavlan.

Mayor McFarlin called for audience comments.

Hearing no comments, the Mayor called for the vote.

The motion was unanimously approved by roll call vote.

7. Resolutions

There were no resolutions.

8. Items for Discussion

a. Community Center Transient Dock

City Manager Bonfield stated that the permitting contract for twelve slips was approved at the previous City Commission meeting, but was delayed until further discussion could take place. Mr. Bonfield reviewed the history, layout of the slips and boardwalk, operational use, management and revenue.

Mayor McFarlin presented a letter he received from Senator Bill Nelson congratulating the City on receiving the original grant. He spoke in support of the project.

Commissioner Parent stated that the proposed project was a 'good deal'.

Vice Mayor Shavlan commented on any potential cost and stated that this is a waterfront community and municipal docks are a great addition.

Commissioner Huhn remarked that the City should market itself for success.

Commissioner Garnett noted concerns related to the eviction process.

Deborah Schechner, Boca Ciega Isles, spoke in opposition of the docks.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported on the 'Kids Biathlon' held last Sunday and the upcoming 'Dive-In Movie' on June 9th at the community pool. He noted that Recreation Director Jennifer McMahon has received a 'Silver Sneaker Site' designation for the Community Center, whereby insurance companies pay for senior citizen participation in our programs. The City Manager thanked the St. Pete Beach Community Center for the donation to the library, recreation department and the D.A.R.E. Program. Mr. Bonfield updated the Pinellas Bayway Bridge closures scheduled from 9:00 a.m. through 4:00 p.m., on May 24, 30, and 31, and June 1, 2012; bid openings for Storm Water Drains and Gulf Boulevard Landscape Plans at 10:00 a.m. on May 23rd; transformer replacement on May 29th at the Don Cesar requiring a traffic re-route; and the potable

water project conducted by Pinellas County in the Boca Ciega Isle neighborhood on June 5th. City Manager Bonfield reviewed the items for the June 12th City Commission meeting.

Commissioner Garnett reported on the successful Hospice Walk and the Pass-a-Grille Community Potluck Dinner. Ms. Garnett noted her neighborhood meeting is scheduled for 6:00 p.m. on June 6 at the Don Vista building.

Vice Mayor Shavlan also reported on the successful beach strolls to benefit Hospice and noted that \$100,000 was raised.

Commissioner Parent remarked that the final 'Music in the Afternoon' will be held on May 30, noted he will attend the Big C meeting on Wednesday morning and stated his round-table meeting is scheduled for 6:30 p.m. at the Library Wednesday evening.

Commissioner Huhn noted the 'Fourth Friday Food Truck' event will be held on Friday and the Arts and Craft Show is scheduled for June 2nd and 3rd on Corey Avenue. She noted that business owners on Corey Avenue are looking forward to business generated by the Republic National Convention coming to the area. Ms. Huhn pointed out that Memorial Day is approaching and encouraged people to honor the men and women who have given the ultimate sacrifice in protecting our country.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:43 p.m.

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for the Suntan Art Center/City of St Pete Beach 100 Artists Shows.

Date: June 12, 2012

Prepared By: Connie Kest, Administrative Service Assistant

Thru: Steven J. Hallock, Public Services Director

Summary of Issue: Suntan Art Center/City of St Pete Beach is requesting permission to have banners erected over 75th Avenue and the Pinellas Bayway announcing the 100 Artists Shows for 2013. The City Commission must approve this request prior to receiving permission from FDOT to erect the banners. If approved, the banners will be installed and removed as follows:

Installed February 12, 2013 and removed February 25, 2013
Installed November 18, 2013 and removed December 1, 2013

The Public Services Department charges \$184.00 for each banner installed. However, because the City is a sponsor of this event, there will be no charge.

Requested Motion: "I move to authorize the City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for the Suntan Art Center/City of St Pete Beach 100 Artists Shows."

Attachments: Banner Application

Reviewed by
City Manager: MB

Event NW 30 + Dec 1

2013

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization:

Address:

Telephone #:

Fax #:

E-Mail:

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement):

Address (if different from above):

Telephone #:

Fax #:

E-Mail:

Date of Request:

LOCATION AND DISPLAY PERIOD

This is a request to place ☐ pole banners ☐ street banners ☐ on the right of way of:

Highway name & number:

From (south or west limits):

To (north or east limits):

Highway name & number:

From (south or west limits):

To (north or east limits):

Highway name & number:

From (south or west limits):

To (north or east limits):

Highway name & number:

From (south or west limits):

To (north or east limits):

Projected installation date:

Banners will be removed on or before (if applicable):

Signature of Applicant
or Contact Person:

Date:

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity:

Name of signing official (please print):

Telephone #:

Fax #:

E-Mail:

Signature of local official:

Date:

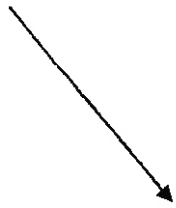
CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits
Engineer (or designee):

Date:

In the block space below, please sketch the lettering/what the banner will say.



100 Artists Show Nov 30 + Dec 1 2013

Event Feb 23rd 2013

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY**

FOR FDOT USE ONLY
Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Suntron Art Center / City of SPB
Address: 155 Corey Ave SPB FL 33710
Telephone #: 727-363-9245 Fax #: 727-363-9246 E-Mail: A.Edmunds@stpetebeach.org
Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Mandy Edmunds
Address (if different from above): _____
Telephone #: _____ Fax #: _____ E-Mail: _____
Date of Request: 3/27/2012

LOCATION AND DISPLAY PERIOD

This is a request to place ☐ pole banners ☐ street banners ☐ on the right of way of:

Highway name & number: 75th AVENUE AND BOCA CIEGA DR. (SR 693)

From (south or west limits): 0.096 To (north or east limits): _____

Highway name & number: PINELLAS BAYWAY AND GRANADA (SR 682)

From (south or west limits): 0.875 To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: Feb 12, 2013

Banners will be removed on or before (if applicable): Feb 25, 2013

Signature of Applicant
or Contact Person: A Edmunds

Date: 3/26/2012

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St. Pete Beach

Name of signing official (please print): Michael P. Boufield

Telephone #: 727-363-9232 Fax #: 727-363-9249 E-Mail: citymanager@stpetebeach.org

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits
Engineer (or designee): _____

Date: _____

In the block space below, please sketch the lettering/what the banner will say.



100 Artists Show	Feb 23 rd - 24 th
	2013

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for the Corey Avenue Car Shows.

Date: June 12, 2012

Prepared By: Connie Kest, Administrative Service Assistant

Thru: Steven J. Hallock, Public Services Director

Summary of Issue: Corey Area Business Association is requesting permission to have banners erected over 75th Avenue and the Pinellas Bayway announcing Corey Avenue Car Shows. The City Commission must approve this request prior to receiving permission from FDOT to erect the banners. If approved, the banners will be installed / removed as follows:

- Installed 09/07/2012 and removed 09/17/2012
- Installed 12/07/2012 and removed 12/17/2012

The Public Services Department charges \$184.00 for each banner installed at each location.

Requested Motion: "I move Authorize City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for the Corey Avenue Car Shows."

Attachments: Banner Application

Reviewed by
City Manager: MB

**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY****FOR FDOT USE ONLY**

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Kathi Hansen Corey Area Business Assoc.
 Address: 350 Corey Ave, SPB FL 33706
 Telephone #: 727-498-8778 Fax #: _____ E-Mail: coreycorners@yahoo.com
 Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): KATHI HANSEN
 Address (if different from above): SAME
 Telephone #: 498-8778 Fax #: _____ E-Mail: _____
 Date of Request: 5-24-12

LOCATION AND DISPLAY PERIODThis is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:Highway name & number: 75th AVENUE AND BOCA CIEGA DR. (SR 693)From (south or west limits): 0.096 To (north or east limits): _____Highway name & number: PINELLAS BAYWAY AND GRANADA (SR 682)From (south or west limits): 0.875 To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: 9-7-12Banners will be removed on or before (if applicable): 9-17-12Signature of Applicant
or Contact Person: Kathi Hansen

Date: _____

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: _____

Name of signing official (please print): _____

Telephone #: _____ Fax #: _____ E-Mail: _____

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits
Engineer (or designee): _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY****APPLICATION FOR BANNER**

AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.
2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.

COREY Ave Car Show 9-15

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.: _____

APPLICANT INFORMATIONName of Applicant/Organization: KATHI HANSEN Core7 Area Business Assoc.Address: 350 Core7 Ave SPB FL 33706Telephone #: 727-498-8778 Fax #: _____ E-Mail: core7corners@yahoo.comContact person (This person will serve as the contact person for all questions concerning the banner application and placement): KATHI HANSEN

Address (if different from above): _____

Telephone #: 498-8778 Fax #: _____ E-Mail: _____Date of Request: 5-24-12 12-7/12/17 show on 15th**LOCATION AND DISPLAY PERIOD**This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:Highway name & number: 75th AVENUE AND BOCA CIEGA DR. (SR 693)From (south or west limits): 0.096 To (north or east limits): _____Highway name & number: PINELLAS BAYWAY AND GRANADA (SR 682)From (south or west limits): 0.875 To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: 12-7-12Banners will be removed on or before (if applicable): 12-17-12

Signature of Applicant

or Contact Person: Kathi HansenDate: 5-24-12**LOCAL GOVERNMENTAL ENTITY APPROVAL**

Name of Local Governmental Entity: _____

Name of signing official (please print): _____

Telephone #: _____ Fax #: _____ E-Mail: _____

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

Engineer (or designee): _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY****APPLICATION FOR BANNER**

AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.
2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.

COREY AVE CAR Show 12-15

St. Pete Beach City Commission
Agenda Report

Issue Considered: Approve the request from Corey Area Business Association to close the 300 - 400 block of Corey Ave on September 15th and December 15th 2012 for the Corey Avenue Car Shows.

Date: June 12, 2012

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: Corey Area Business Association has requested to close the 300 - 400 block of Corey Ave on September 15th and December 15th 2012 for the Corey Avenue Car Shows. They are hoping this event brings people to the downtown area and promotes the businesses.

Requested Motion: "I move to approve the request from Corey Area Business Association to close the 300 - 400 block of Corey Ave on September 15th and December 15th 2012 for the Corey Avenue Car Shows."

Attachments: Special Event Permit Application

Reviewed by
City Manager: MB

Complete and return to:
Catherine Hartley, Senior Planner
Community Development Department
155 Corey Avenue
St. Pete Beach, FL 33706



Staff Use Only:
Date Received: _____
Permit Number: 2010-____

SPECIAL EVENT PERMIT APPLICATION

Name of Event: Corey Ave Car Show ~~XX~~
Date of Event: Sept 15 2012 + Dec 15 Time: 9-4 (street closure 1 hour before + after)
Event Location: 300-400 Block of Corey Ave (~ 3/4 400 block)
Applicant Name: CABA- Kath. Hansen Telephone #: 727-498-8728
Email Address: coreycorners@yahoo.com Mailing Address: 350 Corey Ave SPB
Organization: Corey Area Business Assoc Estimated Attendance: 100+ car entries + families
Description of event: Car + Truck show: by Premium Production. Stock + modified cars/trucks
Trophies for classes. 100+ entries, food trucks (1-3), will
supply extra port-a-lets. Street closure 3/4 400/ Corey and
all of 300 Corey. Live music. No racing. for tent vendors
DO YOU REQUEST ANY OF THESE ACTIVITIES? Please checkmark ☒ all that apply.

☐	Signage	☒	Food Sales
☐	Retail Vending	☒	Banner
☐	Fireworks	☐	Alcohol Sale/Consumption (Additional State Liquor Permit Required)
☐	Bonfire	☒	Cookout
☒	Vehicles On The Beach	☒	Temporary Structure (i.e.: Tent, Stage, Etc.) <u>possible tents</u>
☒	Street Closure	☐	On-Site Medical Team/EMS
☐	Electricity	☐	Traffic/Crowd Control

Other _____

A map must be provided denoting all above referenced areas of activity. The appropriate attached forms must also be completed.

FEE SCHEDULE:

Special Event Permit Fee \$20.00 Type 1 Events, \$50.00 Type 2 Events, \$500.00 Type 3 Events
Non-Profit Activities No Fee Upon Proof Of Non-Profit Status

The City Administration reserves the right to require a two (2) weeks notice for all special events request. If City Commission approval is required four (4) weeks notice is required for agenda placement. This application along with any other required information must be submitted to the Community Development Department for review. Applications must be approved by all affected departments prior to final approval. Any stipulations required by the City Manager, City Staff and/or City Commission shall be met.

I hereby certify that I/we will be responsible for the preservation, sanitation and cleanup of the areas used for the special event. Additionally, I/we certify that there are no misrepresentations in the foregoing statements and answers.

Kath. Hansen, Pres CABA
Applicant Signature

5/22/12
Date



REQUEST FOR CITY CO-SPONSORSHIP (Resolution 92-16)

If you are requesting a street closure, you are requesting co-sponsorship. Please turn in your application materials 45 days prior to the event so that the request can be placed on the City Commission agenda.

Co-Sponsorship: An agreement entered into by the City of St. Pete Beach with an entity to provide money, services, or supplies to help promote and implement a program or event.

Your request will be placed on the City Commission agenda for consideration of co-sponsorship. The sponsoring entity shall be notified of the decision of the City Commission by the City Clerk. Once approved for co-sponsorship for moneys, supplies or services, you will be required to submit a financial statement, (a final statement of expenditures and revenues), for the event to the City Manager within thirty (30) days of the conclusion of the program or event.

Name of Applicant: Kath. Hansen - ProCABA

Description of Event: CAR & Truck Show

Are you requesting:

1. Money? Yes ☐ No ☒ Amount requested _____
2. In-kind services? Yes ☒ No ☐ _____
3. City supplies? Yes ☒ No ☐ _____ street closure
4. Describe services/supplies requested: Is this event sponsored by a charitable or non-profit organization? maybe extra barricades
non-profit

If yes, what is the name of the charity or non-profit organization?

Core7 Area Business Assoc.
(A letter of authorization is required from the charitable/non-profit organization).

Is this fund-raiser for the non-profit organization? If yes, proof of a permit from the Department of Consumer Protection is required.

No fund raiser - just exposure + fun to Core7 Ave

What percent of the gross proceeds will go to the non-profit organization?

Are you receiving funding from other sources? If yes, who?

no

Do you presently have any outstanding balances due to the City of St. Pete Beach? If yes, describe _____

no

Will this be an annual event? Yes ☒ No ☐ Pass. bly

Will this event be recurring later this year? Yes ☒ No ☐

If yes, when? December 15th

Will this event will be open to the public? Yes ☒ No ☐

If yes, how will it be advertised? Local papers, radio/TV, Online both by CABA + Premium Production

How will this event benefit the residents of St. Pete Beach?

A new outdoor event to attend and monetary value for local business 1-8-



TEMPORARY STRUCTURE PERMIT APPLICATION

COMPLETE AND RETURN TO:

St. Pete Beach Fire Department
7301 Gulf Blvd.
St. Pete Beach, FL 33706
(727) 363-9206 FAX: (727) 360-6744

Name of Event: Corey Ave Car Show
 Date of Event: Sept 15 2012 Hours: 9 (AM/PM) to 4 (AM/PM)
 Event Location: 300-400 Block Corey Avenue
 Event Coordinator/Applicant: Kathi Hansen, Pres CABA Phone: 727-498-8728
 Organization: Corey Area Business Assoc.
 Summary of Event Activities: Car + Truck show. Food trucks + pr tent vendors
 Estimated Attendance: 500+ Live music
 Type of Temporary Structure to be used (check one): Tent ☒ Stage ☐ Bleachers ☐ Other ☐ (describe)
 What will the structure be used for? Live music - Food Vendor - shade
 Will cooking be conducted in the structure? Yes ☒ No ☐ (If yes, a separate enclosed cooking permit is required.)
 Who is supplying the structure? Vendor
 What is the structure constructed of? Canopy (If the structure is a tent, attach current Flame Spread Certificate)
 Does the tent have open side? Yes ☒ No ☐

GUIDELINES FOR TEMPORARY STRUCTURES

- 1. Tents and air supported structures shall comply with requirements of FPC CH39
- 2. All structures must be accessible by Fire equipment. Structurally stable, and flame resistant
- 3. There must be separate tents for cooking and dining. Over 100 people, provide emergency lighting
- 4. Fire Extinguishers (approved) minimum 2 A-10-B-C in each tent. ABC for fat fires
- 5. Heat producing appliances shall not sit on combustible surface (tables, saw horses, etc.)
- 6. Cooking vendor separation - minimum of 8 feet between vendors
- 7. Electrical connections shall be only approved main fireconnect panels comply with circuit breakers and a limited number of receptacles (both 220 and 120 volt) available from the City Public Works Dept.
- 8. Extension cords (temporary wiring) shall comply with NEC Article 305
- 9. Each extension cord shall be plugged directly into an approved receptacle and shall, except for approved multiplying extension cords, serve only one appliance or fixture.
- 10. Extension cords shall be in good condition without splices, deterioration, or damage.
- 11. Extension cords shall be of grounded type when servicing grounded appliances or fixtures.
- 12. Ground fault protection shall be provided to supply temporary power to equipment being used by personnel.
- 13. Plans and necessary application shall be submitted to the building department for electrical or gas installation. Permits shall be issued only to licensed contractors and limited to one of each per event.
- 14. One EMS unit and one Fire Inspector may be required on site when 1,000 or more are expected to attend. Costs for these services will be billed to the sponsoring organization or promoter.

APPROVALS:

Building Department: _____ Date: _____

Zoning Department: _____ Date: _____

(A map must be provided denoting all above referenced areas of activity. All temporary structures and electrical supplies must be in accordance with the City of St. Pete Beach guidelines accompanying this application.)

DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes ☐ No ☐ If this event is to be held on Public Property, the City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the City's Risk Management Officer according to the liability of the event.

I HEREBY CERTIFY THAT I WILL BE RESPONSIBLE FOR THE PRESERVATION, SANITATION, AND CLEANUP OF THE AREAS USED FOR THE EVENT. ADDITIONALLY, I WE CERTIFY THAT THERE ARE NO MISREPRESENTATION IN THE FOREGOING STATEMENTS AND ANSWERS.

Kathi Hansen Pres CABA 350 Corey Ave 727-498-8728
 (Applicant) (Address) (Phone)

(Signature of Fire Marshal, Fire Chief, or his/her designee)

(Date)



SPECIAL EVENT OUTDOOR COOKING PERMIT APPLICATION

COMPLETE AND RETURN TO: St. Pete Beach Fire Department
 7301 Gulf Blvd.
 St. Pete Beach, FL 33706
 (727) 363-9206 FAX: (727) 360-6744

Name of Event: Core7 Ave Car Show
 Date of Event: Sept 15 2012 Hours: 9 AM to 4 PM
 Event Location: 300-400 Black Core7 Ave
 (Authorization is required from the property owner)
 Event Coordinator/Applicant: Kathi Hansen Phone: _____
 Organization: Core7 Business Association
 Summary of Event Activities: car/truck show - live music, food trucks +/or food tents
 Estimated Attendance: 500+
 What cooking source will be used? Propane ☒ Charcoal ? Electrical ☒ Not 100% sure yet

GUIDELINES:

Charcoal:

- 1 If pit is used for cooking a maximum of four (4) feet diameter is required.
- 2 Approved metal containers shall be provided for the disposal of coals and ashes.

Propane:

- 1 Listed outdoor cooking appliances shall be installed in accordance with their listing and the manufacturer's instructions.
- 2 Unlisted units shall be installed outdoors with clearances to combustible material of not less than 36 inches at the sides and back, and not less than 48 inches at the front.
- 3 Installation, testing, and replacement of gas piping, gas utilization equipment, or accessories shall be performed by only a qualified agency. Total product for the event shall be provided with an approved centrally located tank. (No portable tanks.)
- 4 Propane containers must be inspected prior to approval.
- 5 Dry powder extinguisher (A10BC) must be readily available at all times.

Electrical:

- 1 Approved main disconnect panels and all circuit breakers must comply with the National Electrical Code.

Plans and necessary permit applications shall be submitted to the building department for electrical or gas installation. Permits shall be issued only to licensed contractors and limited to one of each per event. **NOTE:** Some companies offer these services at no cost to non-profit charity events.

One EMS unit and one Fire Inspector may be required on site when 1,000 or more are expected to attend. (Costs for these services will be billed to the sponsoring organization or promoter.)

APPROVALS:

Building Department: _____ Date: _____

Zoning Department: _____ Date: _____

DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes _____ No _____ If this event is to be held on Public Property, the City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the City's Risk Management Officer according to the intensity of the event.

I HEREBY CERTIFY THAT I/WE WILL BE RESPONSIBLE FOR THE PRESERVATION, SANITATION, AND CLEANUP OF THE AREAS USED FOR THE EVENT. ADDITIONALLY, I/WE CERTIFY THAT THERE ARE NO MISREPRESENTATION IN THE FOREGOING STATEMENTS AND ANSWERS.

Kathi Hansen Pres CAB-A 350 Core7 Ave 727-498-8778
 (Applicant) (Address) (Phone)

(Signature of Fire Marshal, Fire Chief, or his/her designee)

(Date)

Application Checklist

Please ensure that you submit all of the necessary documents along with the application.

	Notarized application with site map and cover letter describing event
/	Co-sponsorship Request
/	Proof of Insurance
/	Temporary Structure Permit Application (include fire retardation certificate for tents)
/	Outdoor Cooking Permit Application
/	Proof of Non-profit Status
NA	DBPR alcohol and/or temporary food service permit
NA	DEP temporary structure permit (if event is held on the beach)
NA	Vehicle on the Beach Permit Application

**COREY AREA
BUSINESS ASSOCIATION
300-399 COREY
ST. PETE. BEACH, FL.**

RAIN or SHINE

CLUB PARTICIPATION WINNER
10 MEMBER MINIMUM
\$100.00 + TROPHY

Sponsored by

PREMIUM PRODUCTIONS



CLASSES: STOCK

- 01) 1900 to 1949
- 02) 1950 to 1960
- 03) 1961 to 1966
- 04) 1967 to 1972
- 05) 1973 to 1978
- 06) 1979 to 1984
- 07) 1985 to 1990
- 08) 1991 to 1998
- 09) 1999 to 2007
- 10) 2008 to Pres.



AWARDS by



**DUDLEY'S
TROPHIES**
PINELLAS PARK, FL.
(727) 547-8081

CAR & TRUCK SHOW SEPTEMBER 15, 2012

OPEN SHOW TO ALL YEARS, MAKES
and MODELS -- JUDGED SHOW
63 TOTAL AWARDS

* ENTRY FEE: \$15 PRE REGISTER OR \$20 DAY OF SHOW

* **NO REFUNDS**

* CARS FOR SALE \$10.00 Day of Show

* Pre Registration by MAIL ends one week before show.

* For more information call 727-547-8082. To enter by
CREDIT CARD by THURSDAY 3:00 P.M. go to
www.premiumcarshows.com

* Registration Time day of show: 9 a.m. to Noon

* Street opens at 8:00 a.m.

* (AWARDS PRESENTED AT 3 p.m.)

* Judging starts at 11 a.m. - Dash Plaques 1st 100



**TROPHIES:
2 BEST OF SHOW plus
1 OVERALL BEST OF
SHOW
FOR EACH CLASS**

MODIFIED

- 11) St. Rod Car
- 12) St. Rod Trk
- 13) 1949 to 1960
- 14) 1961 to 1966
- 15) 1967 to 1972
- 16) 1973 to 1978
- 17) 1979 to 1984
- 18) 1985 to 1990
- 19) 1991 to 1998
- 20) 1999 to 2007
- 21) 2008 to Pres.

Send registrations and checks to PREMIUM 8480 49th Street No., Pinellas Park, Florida 33781
For more information, call (727) 547-8082 or www.premiumcarshows.com

**COREY
9/12**

AUTOMOTIVE SHOW REGISTRATION FORM PLEASE PRINT

NAME _____ PHONE _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

MAKE/MODEL OF VEHICLE _____ YR _____ COLOR _____

CLUB AFFILIATION (none only) _____

It is agreed that all persons who enter for exhibition and competition purposes in the show will abide by the rules set forth by the show management. It is also agreed that neither the show producer nor the owners of the grounds in which the show is held, shall be responsible to me for personal injury, damage or loss of any part of my entry or display.

No entry accepted without signature. Signed _____

St. Pete Beach City Commission
Agenda Report

Issue Considered: Ratification of the City Manager decision to accept a proposal from Ennead LLC in the amount of \$11,000 to provide sub-consulting services associated with the update of the FY2012-2013 stormwater Non-Ad Valorem (NAV) assessment, including the "Fixed Fee" and "Impervious-Based" assessment components.

Date: June 12, 2012

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City decided to use the uniform method of collecting non-ad valorem assessments commencing with the ad valorem tax bills issued in November 2012 as authorized in Section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments in order to fund, in whole or in part, the cost of providing needed capital improvements and essential services including but not limited to stormwater services, facilities and improvements. In order to do this a TRIM notice file and a certifiable assessment roll must be updated and submitted to the Pinellas County Property Appraisers office for the "Fixed Fee" and "Impervious-Based" assessment components.

Requested Motion: "I move to ratify the City Manager decision to accept a proposal from Ennead LLC in the amount of \$11,000 to provide sub-consulting services associated with the update of the FY2012-2013 stormwater Non-Ad Valorem (NAV) assessment, including the "Fixed Fee" and "Impervious-Based" assessment components."

Attachments: Ennead LLC Proposal

City Manager Reviewed: MB

May 29, 2012

This letter is provided using eMail.

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

Reference: A Proposal to Provide Sub-Consulting Services Associated with the
Update of the FY2012-2013 Stormwater NAV Assessment, including the
“Fixed Fee” and “Impervious-Based” Assessment Components

Dear Mr. Hallock:

Ennead LLC (“Ennead”) is pleased to propose consulting services to assist the City in the update of the FY2012-2013 Stormwater Non-ad Valorem (“NAV”) Assessments.

Attached to this letter you will find the following attachments:

- A - Scope of Services;
- B - Hourly Rates; and
- C - Work Order Agreement for your execution.

All work to be performed by Ennead LLC will reflect the funding strategy and policy goals set by the City based on their adopted legal documents and requirements of 197.3632 Florida Statute. The primary source of data is the Property Appraiser’s data files. Other adjustments to the billing files, such as mitigation credits or other adjustments will be based on information provided by City staff.

All work products and deliverables will support City policies, procedures and adopted rate resolutions. All calculations will be based on the existing “Fixed Fee” (per ERU) rate and the “Variable Fee” (Impervious-based rate) as previously adopted by the City. Any changes to the fee basis that are contemplated by the City should be documented in writing to Ennead no later than June 21, 2012. Each tax parcel assessment will be modified to reflect mitigation credits or other adjustments as requested in writing from the City by June 21, 2012.

Deliverables will include the timely submittal of the TRIM Notice File and a Certifiable Assessment Roll. The Preliminary Roll will be made available on the public-facing website found at: <http://quicksearch.ennead-data.com/spb> immediately following the adoption of the 2012-2013 Preliminary Roll. In addition, an electronic copy of the roll will be furnished to the City. The City may link to this search site from any location on the City’s website. A “Return to the City’s website” link will be provided at no additional cost to this Agreement. The site would display the two assessment tier values and the total assessment amount.



ENNEAD LLC

Ennead staff will participate in phone conferences as may be required to reconcile data updates prior to the development of the Preliminary Roll (for use on the TRIM Notice) and subsequent development of a "Certifiable" NAV Assessment Roll.

Ennead will provide the above-described services for a Lump Sum fee of \$11,000. This fee is based on update procedures we have developed over the previous assessment periods and data developed for use in the 2011-2012 Stormwater NAV Assessment Program.

If this proposal for consulting services is acceptable, please sign and return a copy to Ennead's business office. If you have any questions, or feel we have made an incorrect assumption in gauging the work required to complete this project, please contact me at your earliest convenience.

Thank you for this opportunity. If you have any questions, please call me at 727 642-7605.

Best Regards,

ENNEAD LLC

A handwritten signature in cursive script that reads "Camilla Augustine".

Camilla Augustine, Owner



ENNEAD LLC

ATTACHMENT A - SCOPE OF SERVICES

Task 1 Project Management

Ennead staff will participate in on-site meetings, workshops, phone conferences, and provide project management documentation as may be necessary for the successful completion of the Scope of Services.

- 1.01 Attend a Kick-off Meeting or phone conference, as necessary, with City representative(s) or staff;
- 1.02 Adopt a Critical Events Calendar for Implementation of the FY 2012-2013 Stormwater Non-ad Valorem Assessment using the Uniform Method of Collection;
- 1.03 Participate in phone conferences, as necessary, to facilitate the execution of the Scope of Services;
- 1.04 Provide written documentation of data issues that cannot be reconciled without changes to the Property Appraiser's database;
- 1.05 Provide collegial support to attorneys assigned to this project; and
- 1.06 Submit periodic status reports from June 1 to September 15.

Task 2 Update of assessment records –

The annual update of tax parcel records in a Master Assessment File (using MSAccess) will be based on the 2011-2012 Stormwater NAV Rolls and data acquired from the Pinellas County Property Appraiser's office. Data fields to be updated will include assessment calculations, parcel information, land use information, billing status, exemption status, and other values required to develop the FY2012-2013 roll that includes both a "fixed fee" and "impervious-based" component. Each sub-task includes file "cleaning" and identification of data anomalies that may be found. These issues will be reconciled with the assistance of the City and documented in writing.

Subtasks include the:

- 2.01 Acquisition of the June 1, 2012 Data files from Pinellas County Property Appraiser;
- 2.02 Comparison of 2012 Property Appraiser data with values in the 2011 Certified Assessment Roll through the creation of new exception reports;
- 2.03 Review changes in land use, deleted parcels, new parcels, parcel splits/joins, and changes in tax authority coding, review annexations that have occurred since previous roll;
- 2.04 Apply changes mitigation credit status, and carry forward of any unpaid assessments from 2011-2012 (with the assistance of City staff);
- 2.05 Verification of exemption types, rate basis, ERU value, exemption status and active/inactive status, such as identification of tax parcels that are "not-buildable", such as boat slips, condo garage units, boat storage spaces, storage spaces, sub-merged land, Right of Way parcels, etc.; documentation of commercial condo units, as may be applicable;



ENNEAD LLC

- 2.06 Application of changes in lot size, impervious area and “imperviousness” factors that result in a change in assessment values;
- 2.07 Preparation and timely delivery of the TRIM Notice File;
- 2.08 Delivery of Preliminary Roll to the City Clerk; posting of Preliminary Assessment values;
- 2.09 Identify Pro Forma revenue to be collected from each assessment component;
- 2.10 Identify cost of assessments associated with exempted parcels; and
- 2.11 Preparation of a “Certifiable” Roll no later than September 15, 2012.

Total Lump Sum Fee is \$11,000.

Payment of Invoices

Invoices for work performed will be submitted to the City periodically on a percent complete basis periodically. Invoices are due upon receipt.

Additional Work

No mailing tasks are anticipated. Any changes to the work order that are requested by the City and agreed to by Ennead LLC will be billed at the hourly rates shown in Attachment B.

ATTACHMENT B

Stormwater Utility Consulting Services

ENNEAD LLC Direct Labor Rates for Repeat Government Clients

Ennead Project Team Member Title	Direct Labor Hourly Rate (*)
Project Director	\$130.00
Senior Programmer/Analyst	\$145.00
Technical Support, GIS Digitizing, Analyst	\$50.00

(*) Direct labor hourly rates effective through December 31, 2012; rates may be adjusted by five percent (5%) annually for invoices rendered after December 1 of each year thereafter until project completion or as mutually agreed between parties.

ATTACHMENT C

**Work Order Agreement between the
CITY OF ST. PETE BEACH and ENNEAD LLC**

**Assessment Services for the Annual Update and Enhancement of the Stormwater NAV
Assessment Program for FY 2012-2013**

This Agreement is based on the Scope of Services (Attachment A) and Ennead LLC's Hourly Fee Schedule (Attachment B). The Lump Sum Fee of \$11,000 includes the execution of Tasks 1.01 – 1.06 and Tasks 2.1 – 2.11.

Again we appreciate the opportunity to submit this proposal to you and look forward to being involved in this important project.

SUBMITTED BY:

ACCEPTED BY:

**Ennead LLC
Tallahassee, Florida**

ST. PETE BEACH



Camilla A. Augustine, Owner

5-29-2012

Date

Title_____Date_____

St. Pete Beach City Commission
Agenda Report

Issue Considered: Ratification of the City Manager's decision to allow the closure of the 300 block of Corey Avenue on Sundays for the Corey Fresh Market in St Pete Beach through the end of June 2012.

Date: June 12, 2012

Prepared By: Steven J. Hallock, Public Services Director

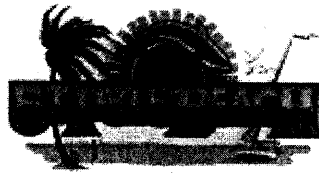
Summary of Issue: On September 14, 2011 City Commission unanimously approved a special event permit application from the Corey Area Business Association to close the 300 block of Corey Avenue on Sundays for the Corey Fresh Market from October 2011 through May 2012. They requested they now be able to have the market through June 2012.

Requested Motion: "I move to ratify the City Manager's decision to allow the closure of the 300 block of Corey Avenue on Sundays for the Corey Fresh Market in St Pete Beach through the end of June 2012."

Attachments: Special Event Permit Application

Reviewed by
City Manager: MB

Complete and return to:
Catherine Hartley, Senior Planner
Community Development Department
155 Corey Avenue
St. Pete Beach, FL 33706



Staff Use Only:
Date Received: _____
Permit Number: 2010-____

SPECIAL EVENT PERMIT APPLICATION

Name of Event Corey Sunday Market
Date of Event Sunday May 10 Time Oct - May / 9am - 3pm
Event Location 300 Block Corey Ave
Applicant Name: Kathi Hansen Telephone # 727-498-8775
Email Address: funintlesun@stpetebeach.com Mailing Address: 350 Corey Ave 33706
Organization Corey Area Business Assoc Estimated Attendance 300-400
Description of event: Fresh Market including produce, Art/craft vendors, food, live music. Retail merchants open also

DO YOU REQUEST ANY OF THESE ACTIVITIES? Please checkmark ☒ all that apply.

☒ Signage	☒ Food Sales
☒ Retail Vending	☒ Banner
☐ Fireworks	☐ Alcohol Sale/Consumption (Additional State Liquor Permit Required)
☐ Bonfire	☐ Cookout
☒ Vehicles On The Beach	☒ Temporary Structure (i.e.: Tent, Stage, Etc.)
☒ Street Closure	☐ On-Site Medical Team/EMS
☐ Electricity	☐ Traffic/Crowd Control

Other _____

A map must be provided denoting all above referenced areas of activity. The appropriate attached forms must also be completed.

FEE SCHEDULE:

Special Event Permit Fee
Non-Profit Activities

\$20.00 Type 1 Events, \$50.00 Type 2 Events, \$500.00 Type 3 Events
No Fee Upon Proof Of Non-Profit Status

The City Administration reserves the right to require a two (2) weeks notice for all special events request. If City Commission approval is required four (4) weeks notice is required for agenda placement. This application along with any other required information must be submitted to the Community Development Department for review. Applications must be approved by all affected departments prior to final approval. Any stipulations required by the City Manager, City Staff and/or City Commission shall be met.

I hereby certify that I/we will be responsible for the preservation, sanitation and cleanup of the areas used for the special event. Additionally, I/we certify that there are no misrepresentations in the foregoing statements and answers.

Kathi Hansen VP CABA
Applicant Signature

8-11-11
Date



REQUEST FOR CITY CO-SPONSORSHIP (Resolution 92-16)

If you are requesting a street closure, you are requesting co-sponsorship. Please turn in your application materials 45 days prior to the event so that the request can be placed on the City Commission agenda.

Co-Sponsorship: An agreement entered into by the City of St. Pete Beach with an entity to provide money, services, or supplies to help promote and implement a program or event.

Your request will be placed on the City Commission agenda for consideration of co-sponsorship. The sponsoring entity shall be notified of the decision of the City Commission by the City Clerk. Once approved for co-sponsorship for moneys, supplies or services, you will be required to submit a financial statement, (a final statement of expenditures and revenues), for the event to the City Manager within thirty (30) days of the conclusion of the program or event.

Name of Applicant: Corey Area Business Assoc - CABA
Description of Event: Corey Sunday Market

Are you requesting:

1. Money? Yes ☐ No ☒ Amount requested _____
2. In-kind services? Yes ☒ No ☐ _____
3. City supplies? Yes ☒ No ☐ _____
4. Describe services/supplies requested: New/lister barricades
non-profit Is this event sponsored by a charitable or non-profit organization?

If yes, what is the name of the charity or non-profit organization?

CABA
(A letter of authorization is required from the charitable/non-profit organization).

Is this fund-raiser for the non-profit organization? If yes, proof of a permit from the Department of Consumer Protection is required.

Any proceeds goes back into advertising

What percent of the gross proceeds will go to the non-profit organization?
? TBD

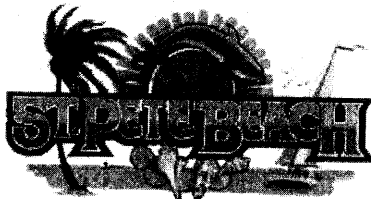
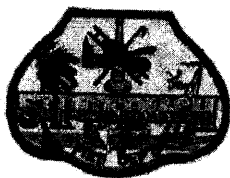
Are you receiving funding from other sources? If yes, who?
no

Do you presently have any outstanding balances due to the City of St. Pete Beach? If yes, describe
no

Will this be an annual event? Yes ☒ No ☐ Oct - May
Will this event be recurring later this year? Yes ☐ No ☐
If yes, when? _____

Will this event will be open to the public? Yes ☒ No ☐
If yes, how will it be advertised? Local media, TV, Press release, website
flyers

How will this event benefit the residents of St. Pete Beach?
A community event offering benefits of
fresh market - exposure to downtown Area
financial dollars to merchants.



TEMPORARY STRUCTURE PERMIT APPLICATION

COMPLETE AND RETURN TO:

St. Pete Beach Fire Department
7301 Gulf Blvd.
St. Pete Beach, FL 33706
(727) 363-9206 FAX: (727) 360-6744

Name of Event: Corey Sunday Market
Date of Event: Sundays - Oct - May Hours: 9 (AM/PM) to 3 (AM/PM)
Event Location: 300 Blk Corey Ave
(Authorization is required from the property owner)
Event Coordinator/Applicant: Kathi Hansen VP Phone: 727-498-8778
Organization: Corey Area Business Assoc
Summary of Event Activities: Fresh market w/ local vendors + music

Estimated Attendance: 300-400

Type of Temporary Structure to be used (check one): Tent ☐ Stage ☐ Bleachers ☐ Other ☒ (description) Vendor own canopy

What will the structure be used for? Vendor

Will cooking be conducted in the structure? Yes: ☐ No: ☒ (If yes, a separate outdoor cooking permit is required.)

Who is supplying the structure? Vendor

What is the structure constructed of? will be on fire (If the structure is a tent, attach current Flame Spread Certificate)

Does the tent have open sides? Yes: ☒ No: ☐

GUIDELINES FOR TEMPORARY STRUCTURES

- Tents and air supported structures shall comply with requirements of FPC CH.39
- All structures must be accessible by Fire equipment, Structurally stable, and flame resistant
- There must be separate tents for cooking and dining. Over 100 people, provide emergency lighting
- Fire Extinguishers (approved) minimum 2A-10BC in each tent. 40BC for fat fryers
- Heat producing appliances shall not sit on combustible surface (tables, saw horses, etc.)
- Cooking vendor separation - minimum of 8 feet between vendors
- Electrical connections shall be only approved main disconnect panels complete with circuit breakers and a limited number of receptacles (both 220 and 120 volt) available from the City Public Works Dept.
- Extension cords (temporary wiring) shall comply with NEC Article 305
- Each extension cord shall be plugged directly into an approved receptacle and shall, except for approved multiplying extension cords, serve only one appliance or fixture.
- Extension cords shall be in good condition without splices, deterioration, or damage.
- Extension cords shall be of grounded type when servicing grounded appliances or fixtures.
- Ground fault protection shall be provided to supply temporary power to equipment being used by personnel.
- Plans and necessary applications shall be submitted to the building department for electrical or gas installations. Permits shall be issued only to licensed contractors and limited to one of each per event.
- One EMS unit and one Fire Inspector may be required on site when 1,000 or more are expected to attend. Costs for these services will be billed to the sponsoring organization or promoter.

APPROVALS:

Building Department: _____ Date: _____

Zoning Department: _____ Date: _____

(A map must be provided denoting all above referenced areas of activity. All temporary structures, and electrical supplies must be in accordance with the City of St. Pete Beach guidelines accompanying this application.)

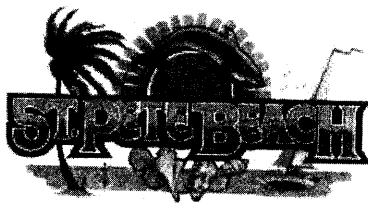
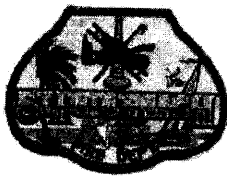
DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes ☐ No ☐ If this event is to be held on Public Property, the City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the City's Risk Management Officer according to the intensity of the event.

I HEREBY CERTIFY THAT I/WE WILL BE RESPONSIBLE FOR THE PRESERVATION, SANITATION, AND CLEANUP OF THE AREAS USED FOR THE EVENT. ADDITIONALLY, I/WE CERTIFY THAT THERE ARE NO MISREPRESENTATION IN THE FOREGOING STATEMENTS AND ANSWERS.

(Applicant) Kathi Hansen (Address) 350 Corey Ave (Phone) 727-498-8778

(Signature of Fire Marshal, Fire Chief, or his/her designee)

(Date)



SPECIAL EVENT OUTDOOR COOKING PERMIT APPLICATION

COMPLETE AND RETURN TO: St. Pete Beach Fire Department
 7301 Gulf Blvd.
 St. Pete Beach, FL 33706
 (727) 363-9206 FAX: (727) 360-6744

Name of Event: Corey Sunday Market
 Date of Event: Sundays - Oct - May Hours: 9 (AM/PM) to 3 (AM/PM)
 Event Location: 300 Blk Corey Ave
(Authorization is required from the property owner)
 Event Coordinator/Applicant: Kathy Hansen VP Phone: 727-498-8728
 Organization: Corey Area Business Assoc
 Summary of Event Activities: Fresh Market - local vendors - Music
 Estimated Attendance: 300-400
 What cooking source will be used? Propane ☒ Charcoal ☐ Electrical ☒ generators

GUIDELINES:

Charcoal:

- \$ If pit is used for cooking, a maximum of four (4) foot diameter is required
- \$ Approved metal containers shall be provided for the disposal of coals and ashes.

Propane:

- \$ Listed outdoor cooking appliances shall be installed in accordance with their listing and the manufacturer's instructions.
- \$ Unlisted units shall be installed outdoors with clearances to combustible material of not less than 36 inches at the sides and back, and not less than 48 inches at the front.
- \$ Installation, testing, and replacement of gas piping, gas utilization equipment, or accessories shall be performed by only a qualified agency. Total product for the event shall be provided with an approved centrally located tank. (No portable tanks.)
- \$ Propane cookware must be inspected prior to approval
- \$ Dry powder extinguisher (2A10BC) must be readily available at all times.

Electrical:

- \$ Approved main disconnect panels and all circuit breakers must comply with the National Electrical Code.

Plans and necessary permit applications shall be submitted to the building department for electrical or gas installation. Permits shall be issued only to licensed contractors and limited to one of each per event. *NOTE: Some companies offer these services at no cost to non-profit Acharity events.*

One EMS unit and one Fire Inspector may be required on site when 1,000 or more are expected to attend. (Costs for these services will be billed to the sponsoring organization or promoter.)

APPROVALS:

Building Department: _____ Date: _____

Zoning Department: _____ Date: _____

DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes ☐ No ☐ If this event is to be held on Public Property, the City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the City's Risk Management Officer according to the intensity of the event.

I HEREBY CERTIFY THAT I/WE WILL BE RESPONSIBLE FOR THE PRESERVATION, SANITATION, AND CLEANUP OF THE AREAS USED FOR THE EVENT. ADDITIONALLY, I/WE CERTIFY THAT THERE ARE NO MISREPRESENTATION IN THE FOREGOING STATEMENTS AND ANSWERS.

(Applicant) Kathy Hansen (Address) 350 Corey Ave (Phone) 727-498-8728

(Signature of Fire Marshal, Fire Chief, or his/her designee)

(Date)

St. Pete Beach City Commission Agenda Report

Issue Considered: Authorize the City Manager to enter into an agreement with The Penton Law Firm for legal representation relating to the Deepwater Horizon disaster and BP Oil Spill.

Date: June 12, 2012

Prepared By: Michael P. Bonfield, City Manager MB

Summary of Issue: The Penton Law Firm has been heavily involved in establishing BP's culpability for the Deepwater Horizon disaster and BP Oil Spill on behalf of victims and the federal government. The Penton Firm is leading a team of lawyers that currently represent a number of St. Pete Beach businesses and individuals in their claims against BP. This group of lawyers includes local counsel familiar with our community and experienced in class actions and complex litigation. Although the recent settlement agreement with BP exempts local governments from directly applying for funds in the class action claims process, the attorneys are confident that the City can assert its own claim directly against BP utilizing the type of business economic loss criteria established by the settlement. Several such claims have been settled already in other states. The Penton Law Firm's services are provided on a 100% contingency basis, and no costs will be incurred by the City unless a recovery is made.

There is no doubt our community was damaged by the negative publicity of this event and faces future impacts should the oil currently settled in the Gulf of Mexico ever resurface and impact surrounding beaches. I believe it is reasonable for the city to pursue compensation for these losses. It is my recommendation that any funds received from such litigation be dedicated to our economic development efforts consistent with our recently adopted redevelopment plan.

Requested Motion: "I move to authorize the City Manager to enter into an agreement with The Penton Law Firm for legal representation relating to the Deepwater Horizon disaster and BP Oil Spill"

Attachments: Agreement
Background Information



REPRESENTATION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2012, between the City of St. Pete Beach, herein referred to as the “**Client**”, and The Penton Law Firm herein referred to as the “**Attorneys**”.

WHEREFORE, the undersigned parties agree, upon execution of this agreement, as follows:

1. **Scope of Representation:** The Client has this date retained, employed and authorized the Attorneys:

- (a) To prosecute the Client’s claims arising out of the April 20, 2010 Deepwater Horizon disaster and BP Oil Spill, to effect a full and final recovery of said claim against the Defendants, BP, et al, by settlement or the prosecution of a legal action, or both, and
- (b) To receive and collect any final recovery that may be realized on the Client’s claim and to satisfy the same upon the records of the appropriate court. The words “final recovery” when used anywhere in this Agreement mean the total gross amount of any and all moneys, property, and compensation of any and every kind whatsoever realized or received by the Client for its claim, whether realized as the result of settlement or litigation or otherwise; and shall include, but not be limited to, any and all attorney’s fee, costs and interest awarded, and
- (c) To deduct and retain Attorneys’ fees, out of the proceeds of the final recovery, and to remit the balance, less proper expenses and disbursements, to the Client,
- (d) To pay any outstanding costs directly from the proceeds of any final recovery, and
- (e) To take all steps in this matter deemed by them to be advisable for the investigation and handling of my Claim, including hiring investigators, expert witnesses and/or other Attorneys and filing any legal action necessary; voting on my behalf in any bankruptcy proceeding or class action relevant to the scope of this representation; endorsing (as my agent) my signature and depositing checks made payable to me into the Attorneys’ trust account(s) (or its Co-Counsel’s trust accounts as it deems



appropriate) to process and disburse the proceeds of any recovery on my behalf.

2. **Association with Co-Counsel:** I understand that I am retaining The Penton Law Firm as lead counsel in representing me for my claim. I also have been advised that The Penton Law Firm has associated with Ventura, Ribeiro & Smith and Christa L. Collins LLC as Co-Counsel.

As part of this association, I understand and agree that the Penton Law Firm, Ventura, Ribeiro & Smith and Christa L. Collins, LLC will share in any legal Fees paid pursuant to this agreement. The division of fees is based upon the work to be performed by all Counsel as set forth in the attached Co-Counsel Agreement between the firms, which includes all firms being available to consult with me related to the representation. The amount of Fees that I pay will not be increased by Co-Counsel's work in this matter.

The Attorneys may also associate additional Co-Counsel if they believe it advisable or necessary and the Attorneys may divide any Fees with such Co-Counsel on the same basis as set forth herein. If the Attorneys associate with additional Co-Counsel, I will be notified in writing of such Co-Counsel's identity, the Fee share, and the basis for it. If asked, I will give my written consent to the Attorney's choice of such Co-Counsel and the specific Fee division with Co-Counsel. The amount of Fees that I pay will not be increased by the work of Co-Counsel associated to assist with the handling of my claim and such Co-Counsel will be paid by the Attorneys out of the Fees which I pay to them.

3. **Limitations on Representation:** This agreement does not cover any matters for the Client or any other person or entity except as specifically set forth above. It does not cover any appeal taken of any judgment obtained.
4. **Legal Fees:** The Client agrees to pay the Attorneys, and the Attorneys agree to accept for their legal services in this matter, the greater of either the amount of any attorney's fees awarded or taxed by any Court against the defendants under a prevailing party statute or other statute, or a contingent fee computed from final recovery as follows:
 - a. Before the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action:



1. 30% of any recovery up to \$1 million; plus
 2. 28% of any portion of the recovery exceeding \$1 million plus
 3. 20% of any portion of the recovery exceeding \$2 million.
- b. After the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action, through the entry of judgment:
1. 35% of any recovery up to \$1 million; plus
 2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
 3. 20% of any portion of the recovery exceeding \$2 million.
- c. If all defendants admit liability at the time of filing their answers and request a trial only on damages:
1. 30% of any recovery up to \$1 million; plus
 2. 20% of any portion of the recovery between \$1 million and \$2 million; plus
 3. 15% of any portion of the recovery exceeding \$2 million.
- d. An additional 5% of any recovery after institution of any appellate proceeding is filed or post-judgment relief or action is required for recovery on the judgment.
5. **Costs and Expenses:** Costs and expenses incurred in the preparation, trial and appeals of this matter, will be repaid from the Client's share of the final recovery. The Attorney may procure financing for all or part of the costs, and the Client agrees to pay, from the Client's share of the final recovery, all funds necessary to procure said costs. IF THERE IS NO RECOVERY, THE CLIENT WILL NOT BE OBLIGATED FOR ANY ATTORNEYS FEES OR COSTS.



- Costs shall include, but not be limited to, cash and non-cash expenditures for: (1) filing fees; (2) subpoenas; (3) court reporting services; (4) depositions; (5) witness fees; (6) in-house and outside investigation services; (7) expert witness fees; (8) medical records and reports; (9) Lexis/Nexis/Westlaw and other computer research and on-line service costs; (10) photographs; (11) in-house and outside photocopies; (12) facsimiles; (13) long-distance telephone calls; (14) postage, federal express, UPS, and other overnight service charges; (15) mediation fees; (16) travel costs, business class airfare, air charter, mileage, rental cars, lodging, meals, and related expenses; (17) in-house and outside trial exhibits; (18) in-house and outside multi-media services; (19) all other costs necessary for performance of legal services, including actual bank charges and interest in connection with the financing of the costs associated with this case pursuant to Florida law.
6. **Hold Harmless:** The Client agrees to pay and to reimburse and save the Attorneys harmless from any and all costs, disbursements and expenses incurred or deemed necessary by the Attorney handling the Client's case. The Attorney may advance costs and expenses on behalf of the Client, at his sole discretion, and the exercise of such discretion shall not be ground for dismissal for cause.
 7. **No Guarantees Made:** The Client agrees that the Attorney has given no guarantees regarding the successful termination of the Client's claim or cause of action and that all expressions by the attorney relative to the Client's claim are only matters of his opinion given in good faith.
 8. **Attorney's Lien:** The Attorney shall have a general lien, in addition to a statutory lien, upon the Client's cause of action, claim or counterclaim, which shall attach to any final recovery in the Client's favor, and to the proceeds thereof in whatever hands they may come.
 9. **Entire Agreement:** This Agreement contains the entire understanding between the parties and shall be binding upon the heirs, executors, administrators, successors and assigns of each of the parties hereto. Further, this agreement shall be governed by Florida law.
 10. **Solicitation:** Client acknowledges that solicitation is against the laws of Louisiana, Florida and other states. Client acknowledges that Client has not been solicited in any way by either The Attorneys, or any representative thereof.



11. **Multi-jurisdictional Practice:** The Florida Rules of Professional Conduct require notice to the Client that certain lawyers employed by the Penton Law Firm, and lawyers employed by Ventura, Ribeiro and Smith, are not licensed to practice in the State of Florida, but are licensed to practice law in The United States District Court for the Eastern District of Louisiana, in which MDL2179 is pending. All of the lawyers employed by Christa L. Collins, LLC are licensed in the State of Florida. Attorney Daniel B. Snellings, employed by the Penton Law Firm, is licensed in the State of Florida.
12. **Conflict of Laws:** The objective and intent of The Attorneys is to conduct all of their business and provide representation to any Client from any state in compliance with the applicable law. If any provision of this contingency fee agreement in any way does not comply with the law or ethics of the state in which the Client resides, then this contract shall be modified to comply with the law of the state in which the Client resides.
13. **Tax Matters:** The Clients understand that there may be tax consequences with respect to any amounts the Clients may recover on their claim, but that The Attorneys are not being retained by the Clients to render, and will not render, any tax advice regarding the tax treatment and reporting of any settlement or recovery related to the Clients' claim or the legal fees and costs incurred by the Clients with respect to the Clients' claims. Accordingly, the Clients will seek tax advice from other legal or accounting tax professionals selected by the Clients in their sole discretion. If any part of the amounts recovered on the Clients' claim is taxable to the Clients, the Clients will be solely responsible for reporting to the appropriate tax authorities, and for paying, all taxes on such amounts. In no event shall The Attorneys have any responsibility to report or pay any such taxes owed by the Clients.
14. **Legal Construction:** In case any provision, or any portion of any provision, contained in this Agreement shall for any reason be held to be invalid, illegal and/or unenforceable in any respect, such invalidity, illegality and/or unenforceability shall not affect the validity and/or enforceability of any other provision or portion thereof, and this Agreement shall be construed as if such invalid, illegal and/or unenforceable provision or portion thereof was never contained herein.
15. **Statement of Client's Rights:** The undersigned client has, before signing this contract, received and read the statement of client's rights and understands each of the rights set forth therein. The undersigned client has signed the statement



and received a signed copy to refer to while being represented by the undersigned attorney(s).

16. **3 Day Right to Cancel:** This contract may be cancelled by written notification to the attorney at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the client shall not be obligated to pay any fees to the attorney for the work performed during that time. If the attorney has advanced funds to others in representation of the client, the attorney is entitled to be reimbursed for such amounts as the attorney has reasonably advanced on behalf of the client.



ACKNOWLEDGEMENT

The undersigned client has, before signing this contract, received and read The Statement of Client's Rights and understands each of the rights set forth therein. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the undersigned Attorneys.

By signing hereunder, I acknowledged that I have read and understand this agreement in its entirety, and agree therewith:

CLIENT:

Address:

Telephone:

Fax:

Email:

Signature:

Date

ATTORNEYS:

The Penton Law Firm

Date

Ventura, Ribeiro & Smith

Date

Christa L. Collins, LLC

Date

STATEMENT OF CLIENT'S RIGHTS



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

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.
2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason, if you notify your lawyer, in writing, within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with the cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing, if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with another lawyer or to associate with other lawyers, you should sign a new contract



- which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future, necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know, periodically, how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered, minus the costs.
 7. You, the client, have the right to be told by your lawyer about possible adverse consequences, if you lost the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.
 8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign the closing statement.
 9. You, the client, have the right to ask your lawyer, at reasonable intervals, how the case is progressing and to have these questions answered to the best of your lawyer's ability.
 10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated, and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.



LAW OFFICES OF RONNIE G. PENTON



Representing Injured People Worldwide Since 1981

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HAMMOND, LA

LAFAYETTE, LA

GULFPORT, MS

NATCHEZ, MS

PICAYUNE, MS

If, at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to the Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach the Florida Bar, call 1-800-342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court, and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit.

CLIENT:

Address:

Telephone:

Fax:

Email:

Signature:

_____ Date

ATTORNEYS:

The Penton Law Firm

Date

Ventura, Ribeiro & Smith

Date

Christa L. Collins, LLC

Date

CHRISTA L. COLLINS

Admissions to Practice

All Florida State Courts; United States Supreme Court; U.S. Court of Appeals, Eleventh Circuit; U.S. Court of Appeals, Fifth Circuit; United States Court for the Middle District of Florida; United States Court for the Southern District of Florida, United States Court for the Eastern District of Louisiana; United States Court for the District of Connecticut; United States Court for the Western District of Texas; United States Court for the Northern District of Texas; United States Court for the Northern District of Illinois; United States Court for the Southern District of New York.

Law Firm Affiliations

Christa L. Collins LLC. - *Principal, 2008 to present* – civil rights, eminent domain and consumer class actions.

James, Hoyer, Newcomer & Smiljanich P.A. - *Partner, 1998 – 2008* - civil rights and consumer class actions.

Blasingame, Forizs & Smiljanich, P.A. – *Associate, 1983 – 1988/ Partner, 1988 – 1998* - governmental liability, environmental coverage and insurance defense.

Education and Training

Undergraduate

Malone College
Canton, Ohio
B.A. magna cum laude
Psychology and Sociology, June 1979

Law School

Stetson University College of Law
J.D. with honors, May 1983
Associate Law Review Editor

Representative Cases

Rodriguez v. Sallie Mae, Inc., et al. (U.S. District Court, Connecticut). Co-lead counsel in civil rights challenge to alleged discriminatory use of school specific pricing practices. Final approval of class- wide settlement granted October 2011.

DeHoyos v. Allstate Insurance Company, 240 F.R.D.269 (W.D. Tex. 2007); 345 F.3d 290 (5th Cir. 2003). Lead counsel in civil rights challenge to the discriminatory use of credit scores on minority policyholders resulting in successful class action settlement.

Melissa Dukes and Thomas J. Dolan v. Hewlett-Packard Company, Case Number CV-2002-270, Circuit Court of Phillips County, Arkansas. (Lead counsel in successful resolution of consumer class action involving alleged deceptive trade practices).

Leola McNeil, et al. v. American General Life & Accident Insurance Company, et al., Case No. 3-99-1157, United States District Court, Middle District of Tennessee. (Successful class-wide settlement of race-based pricing claim with co-counsel against industrial life insurance company).

Karl Thompson v. Metropolitan Life Insurance Company, 216 F.R.D. 55 (S.D.N.Y 2003) (Successful class action settlement of race-based pricing claim with co-counsel against industrial life insurance company).

Moore v. Liberty National Life Ins. Co., 267 F.3d 1209 (11th Cir. 2001) (Successful class action settlement of race-based pricing claim with co-counsel against industrial life insurance company after the Eleventh Circuit rejected the insurer's argument that the McCarran Ferguson Act mandated preemption of the policyholder's federal civil rights claims under 42 U.S.C. sections 1981 and 1982).

Glenda Carnegie, et. al. v. Mutual Savings Life Insurance Company, Case No. CV-99-S-3292-NE, United States District Court, Northern District of Alabama, Northeastern Division. (Successful class action settlement of race-based pricing claim with co-counsel against industrial life insurance company).

In re: Industrial Life Insurance Litigation, MDL 1371, (Rosebud Montgomery, et al. vs. Life Insurance Company of Georgia Industrial Life Insurance Litigation, Case No. 1:99-CV-252 MMP, United States District court, Northern District of Florida, Gainesville Division. (Successful class action settlement of race-based pricing claim with co-counsel against industrial life insurance company).

James Williams, et al. v. United Insurance Company of America, Case No. CV-99-S-3292-NE, Circuit Court of Jefferson County, Alabama, Bessemer Division, (Successful class action settlement of race-based pricing claim with co-counsel against industrial life insurance company).

In re Monumental Life Insurance Company, 345 F.3d 408 (5th Cir. 2004) (Fifth Circuit Court of Appeals reversed a district court's denial of class certification in a race-based pricing case . The Fifth Circuit held that a monetary relief claim is viable in a Rule 23(b)(2) class if it flows directly from liability to the class as a whole and is capable of class-wide computation by means of objective standards.

Weidman v. Federal Home Loan Mortgage Corporation, 2:02-cv-07990-JCJ (successful resolution of injunctive claim with co-counsel involving alleged Fair Credit Reporting Act violations.

Lender to students faces claims of discrimination,

http://www.sptimes.com/2008/01/05/Hillsborough/Lender_to_students_fa.shtml

Students claim Bias in Loan Rates

<http://www.ctlawtribune.com/getarticle.aspx?ID=29227>

Allstate settles suit on pricing

http://www.mysanantonio.com/business/MYSA060306_1D_Allstatesettlement_271c494_html.html

Insurance: A New Way to Squeeze the Weak?

http://www.businessweek.com/magazine/content/02_04/b3767072.htm

Burial Insurance indignities

http://www.sptimes.com/News/101401/Columns/Burial_insurance_indi.shtml

Perspective: Is Fannie Mae software biased against minority homebuyers?

http://www.sptimes.com/2004/04/04/Perspective/Is_Fannie_Mae_softwar.shtml

The Color of Credit Scores

<http://www.veracitycredit.com/credit-scores-and-credit-reports-q-001.html>

Woman files suit over diet program

http://www.sptimes.com/2002/01/18/news_pf/TampaBay/Woman_files_suit_over.shtml

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Ronnie G. Penton
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MaryAnna Penton
Trial Attorney
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THE PENTON LAW FIRM



Trial Lawyers
Since 1981

REPRESENTING PEOPLE WORLDWIDE SINCE 1981

CURRICULUM VITAE

Revisions Through April 2012

BIOGRAPHICAL

NAME: Ronnie Glynn Penton
BIRTHDATE: May 8, 1953
BIRTHPLACE: Bogalusa, Louisiana

PRESENT ADDRESS: 1218 Founder's Drive, Bogalusa, Louisiana 70427

HOME PHONE: (985) 735-0621

PROFESSIONAL ADDRESS: LOUISIANA OFFICES: 209 Hoppen Place
Bogalusa, LA 70427
PHONE 985-732-5651
FAX 985-735-5579

CLASS ACTION OFFICES: 503 Georgia Avenue
Bogalusa, LA 70427
PHONE 985-735-6655
FAX 985-735-6665

NEW ORLEANS FRENCH QUARTER OFFICE: 806 Rue Chartes
New Orleans, LA 70116
PHONE 504-267-7051

MISSISSIPPI OFFICE: 814 South Haugh Street
Picayune, MS 39466

EDUCATION

<u>Institution</u>	<u>Dates Attended</u>	<u>Degree or Study</u>
Bogalusa High School	1971	High School Diploma
University of Southern MS. Hattiesburg, Mississippi	1974-1975	BA Political Science
Mississippi College School of Law/Merton College Oxford University	1978-1981	Juris Doctorate of Law

LICENSING

Louisiana	1981
Texas	2006

CERTIFICATIONS

National Board of Civil Trial Advocacy	1989
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COURT PRACTICE AND ADMISSIONS

Louisiana Supreme Court	1981
U.S. District Court, Eastern District of Louisiana	1981
U.S. District Court, Middle District of Louisiana	1982
U.S. District Court, Western District of Louisiana	1982
Federal Fifth Circuit Court of Appeals	1982
U.S. District Court, Southern District of Mississippi	1985
U.S. District Court, Southern District of Texas	1996
U.S. District Court, Southern District of Tennessee	1996
U.S. District Court, Northeastern District of Tennessee	1997
U.S. District Court, Northern District of Florida	2002
Federal Eleventh Circuit Court of Appeal	2004

NATIONAL AND INTERNATIONAL INTERVIEWS AND APPEARANCES

"60 MINUTES" Interview with Dan Rather in 1987, on Age Discrimination Litigation involving Marathon Oil Company employees in the U.S., Bahamas and Virgin Islands.

NEW YORK TIMES Interview and Publication 1987, involving Age Discrimination Litigation Involving Marathon Oil Company.

CNN NEWS Interview on "Legionnaires Disease In The 1990's", With Drs. James Barbaree and George Morris, formerly of CDC during the 1976 Outbreak in Philadelphia, 1991.

NEW YORK TIMES Interview and Publication 1991, involving Legionnaires Disease Outbreak in Bogalusa, Louisiana.

USA TODAY Interview and Publication 1992, involving Legionnaire Disease Outbreak in Bogalusa, Louisiana.

CBS EVENING NEWS with Dan Rather, Interview 1995, 1996 involving Community Impact of Gaylord Chemical Release of N₂O₄.

CBS NETWORK Interviews by "A Current Affair" 1995, involving Community Impact of release of N₂O₄, in Bogalusa, Louisiana.

NBC DATELINE Interview on "U-Haul on America's Highways" 1997.

CNN, Paula Zahn Interview on Viagra Blindness and Loss of Vision, July 2005.

HOUSTON CHRONICLE, Interview on Viagra, 2005.

NEW YORK TIMES, Interview on Viagra, 2005.

WALL STREET JOURNAL, London, Avandia Interview 2007.

NEW YORK TIMES, Festus Chlorine Disaster Settlement Interview, 2007.

COURT TV, Interviews, Festus, Missouri Chlorine Disaster 2007.

MSNBC, Interview on Deepwater Horizon Rig Explosion in the Gulf of Mexico, 2010.

HOUSTON CHRONICLE, Interview on Deepwater Horizon Rig Explosion in the Gulf of Mexico, 2010.

HEARST NEWSPAPER, Interview on Deepwater Horizon Rig Explosion in the Gulf of Mexico, 2010.

NEW YORK TIMES, Interview on Deepwater Horizon Rig Explosion in the Gulf of Mexico, 2010.

FOX NEWS, Interview on Deepwater Horizon Rig Explosion in the Gulf of Mexico, 2010.

CBS NEWS, Interview on Deepwater Horizon Rig Explosion in the Gulf of Mexico, 2010.

NBC EARLY TODAY SHOW, Interview on Deepwater Horizon Rig Explosion in the Gulf of Mexico, 2010.

60 MINUTES, Interview on Deepwater Horizon Rig Explosion in the Gulf of Mexico, May 2010.

NEW YORK TIMES, Interview on BP Settlement Negotiation, February 2012

ASSOCIATED PRESS, Interview on BP Settlement Negotiation, March 2012

WALL STREET JOURNAL, Interview on BP Settlement Negotiation, March 2012

NEW ORLEANS TIMES PICAYUNE, Interview on BP Settlement Negotiation, March 2012

LITIGATION EXPERIENCE

ADMIRALTY AND MARITIME LITIGATION in all navigable waters in the U.S. east of the Mississippi River, including the Gulf of Mexico, and the Atlantic Ocean, as well as all inland waters of the State of Louisiana. International waters in the Bay of Campeche, Mexico, the Caribbean Sea, the North Sea, Africa, South American, Egypt, Vietnam, and Malaysia - Maritime- related employment clients in fields including, Towboat and barge operations, Blue water merchant ships, oil tankers, special purpose watercraft including jackup oil rigs, semi-submersible oil rigs, Mobile offshore drilling units (MODU) and workover rigs;

PRODUCT LIABILITY LITIGATION in six (6) Gulf States: Texas, Louisiana, Tennessee, Mississippi, Alabama, and Florida;

Products litigation including Agricultural Equipment, Marine and OilField/Drilling gear, appurtenances and equipment. Exploration, Production vessels and special-purpose craft; construction tools and equipment, aircraft and aviation equipment, chemical industry plants, piping and processors; Paper Industry equipment and processes.

TRANSPORTATION – RELATED PRODUCTS including fixed wing aircraft, helicopters, automobiles, light and heavy duty trucks and tractors, railroad, ships, boats, and recreational vessels.

Defective highway causing head injury to 31 year old police officer resulted in a multi-million dollar jury verdict in March 2006, 22nd JDC, Parish of Washington, State of Louisiana.

RECREATION EQUIPMENT including, trampolines, playground equipment, football helmets, bicycle and motorcycle helmets, all-terrain vehicle (ATV's 3-wheelers, etc.), Ski boats and skis, waverunners and Jet Skis; Household products including, hot water heaters, floor furnaces, and space heaters.

MEDICAL/DRUG PRODUCTS and devices including, cardiac pacemakers, dental prosthetics, portable oxygen and assembly systems, Pulmonary shunts, Central Nervous system shunts, orthopedic fixation devices, Lifts, Agricultural food products, including grain and corn products for livestock, immunization/medications and growth hormone products.

MEDICAL NEGLIGENCE LITIGATION has involved specialists and procedures including, Neurosurgery, Neurology, Radiology, Nursing, Orthopedics, Pulmonology, Cardiology, Pharmacology, Anesthesiology, Plastic Surgery, Otolaryngology, Emergency Medicine, Internal Medicine, Pediatrics and General Surgery.

COMPLEX LITIGATION/CLASS ACTION experience includes:

Legionnaires Disease Litigation - 1989 - Lead Counsel - 150 claim mass joinder for exposure to legionella bacteria in the 22nd JDC, Washington Parish, Louisiana.

Angie, Louisiana Ammonia Release Litigation - 1992 - Lead Counsel - Toxic ammonia gas release in Angie, Louisiana in the 22nd JDC, Washington Parish, Louisiana.

Ford Motor Company Ignition Litigation - 1995 - MDL-1112 - Co-Lead Louisiana Counsel - Ford Motor vehicle ignition switches causing fires.

Gaylord Chemical Litigation - 1995 - Co-Lead Counsel - 20,000 member class action involving the explosion of a chemical plant in Bogalusa, Louisiana and the release of 100,000 pounds of Nitrogen Tetroxide, the “deadliest chemical known to man”, according to the USDOT. Trial on merits was held in 2003, which yielded a multi-million dollar compensatory and punitive damage verdict in December 2003. Other multi-million dollar settlements after the jury verdict.

Latex Glove Litigation - 1997 - MDL 1148 - Member of National Steering and Trial Committee - Major medical products litigation - *Angela C. Delpit and Jonathan W. Temple versus Ansell, Inc., Baxter Healthcare Corporation, Becton, Dickinson & Company, Johnson & Johnson, Microflex Medical Corporation and Safeskin Corporation*, United States District Court, Eastern District of Louisiana, Civil Action #97-1112 "L" (1).

Teletronics Pacer Litigation - 1999 - MDL-1057 - Co-Lead Counsel in Louisiana Tag-a- Long Cases - 100 local victims of Teletronics Pacemaker failures.

In Re: Phenylpropanolamine (PPA) - 2001 - MDL 1407 - Co-Lead Counsel for Louisiana and Mississippi Cases - Ingredient contained in over-the-counter medications causing strokes. Negotiated multi-million dollar national settlement with settlement.

Festus, Missouri Chlorine Plant Explosion - 2002 - Lead Counsel - *Jeanette Adams, et al versus DPC Enterprises, L.P., Jason Wisdom, and Branham Corporation*, Circuit Court of Jefferson County, Circuit Judge Division, State of Missouri, Civil Action #303-3398-CC-J2 - 188 Claim Class Action in State of Missouri. Largest chlorine release in American history from railcar, multi-million dollar settlement during Trial in June 2007.

In Re: Baycol Products Litigation - 2002 - MDL 1431 - Member of Trial Committee and Co-Lead Counsel for Louisiana Cases - Prescription medication caused damage to skeletal muscle tissue. Negotiated multi-million dollar national settlement with Baycol.

In Re: Serzone Product Liability Litigation - 2002 - MDL 1477 - Trial Counsel for Louisiana and Mississippi Cases - Prescription medication causing liver damage.

Meridia Litigation - 2002 - MDL 1477 - Co-Lead Trial Counsel for Louisiana cases - Prescription medication causing cardiovascular events.

Thimerosal Vaccine Litigation - 2002 - Trial Counsel for Louisiana and Mississippi cases.

Welding Rods Litigation - 2002 - Trial Counsel for Mississippi cases - Welding fume poisoning.

Glendale, Arizona Chlorine Plant Explosion - 2003 - Lead Counsel - Class action of release of toxic chlorine gas into community. *Sharon A. McGruder, et al versus DPC Enterprises, L.P., Adrian Valdez, and Robert Mitchell*, Superior Court of State of Arizona, County of Maricopa, Civil Action #2003-022677. Multi-million dollar class action settlement, June 2011.

Temple – Inland Chemical Release – 2003 – Release of Nitrogen Tetroxide in Bogalusa, Louisiana. Co-Lead Trial Counsel. Trial scheduled November 2012.

City of Baltimore Train Derailment and Explosion - 2004 - Consultant to City Attorneys - On July 18, 2001, an eastbound CSXT freight train consisting of three locomotive units and thirty-one loaded and twenty-nine empty cars (total of 60 cars), derailed in the Howard Street Tunnel in Baltimore, Maryland. The train had just departed the CSXT Mount Clair Yard located about 6 miles west of the derailment site. The derailment financially paralyzed the City of Baltimore for three business days, and interrupted the Baltimore Oriole's baseball series. Negotiated multi-million dollar business claim for City of Baltimore.

Neurontin Litigation - 2004 - MDL 1604 - Member of National Steering and Trial Committee - Off-label medication consumer fraud.

Shell Fuel Contamination Litigation - 2004 - MDL 1632 - Member of Trial Committee - Contaminated gasoline causing damage to vehicles.

Vioxx Product Liability Litigation - 2004 - MDL 1657 - Claims Management - Prescription medication causing heart attacks and strokes.

Vinyl Chloride Litigation – 2004 – Plaquemine, LA release of vinyl chloride into ground water. Trial Team.

New Iberia School Litigation – 2004 – Toxic exposure to school children due to contaminated roofing materials – Opt Out Trial Counsel.

Graniteville, South Carolina Chlorine Release - 2005 - Steering Committee, Trial Counsel, Administrator of Settlement Claims Function, and Plaintiffs' Steering Committee on Settlement - Norfolk Southern Railroad Derailment in January 2005 caused a thirteen-day evacuation of thousands of citizens of Graniteville, South Carolina, eight deaths, fifty-eight people were hospitalized, and hundreds sought treatment. Multi-million dollar settlement in March 2006.

Seneca, South Carolina Landfill State Class Action Litigation - 2005 - Lead Trial Counsel - Contaminated ground water and soil adjacent to dumpsite. Multi-million dollar settlement negotiated.

Murphy Oil Litigation - 2005 - Co-Lead Trial Counsel - Class action litigation involving the release and spill of one million gallons of crude oil into the Chalmette, Louisiana community, during Hurricane Katrina. Multi-million dollar settlement negotiated 13 months after disaster in October 2006.

Viagra Litigation - 2005 - MDL 1724 - Trial Team Chair - Class action litigation for medication causing blindness.

Guidant Implantable Defibrillators – 2005 – In Re: Product Liability Litigation MDL #1708. Claims Management and Louisiana Trial Team Coordinator.

Bextra and Celebrex – 2005 – In Re: Bextra and Celebrex Marketing, Sales Practices, and Product Liability Litigation MDL #1699.

MRGO Litigation - 2006 - Admiralty, Maritime and Federal Tort Claims involving the Mississippi River Gulf Outlet and its causing the flooding of Greater New Orleans.

Apex Fire Litigation – 2006 – Toxic chemical Fire Litigation in Apex, North Carolina. Plaintiff Steering Committee Member.

Chalmette Refinery Chemical Release Class Action - 2007 - *Madison v. Chalmette Refining, LLC*, EDLA 07-00307 - Lead Trial Counsel - Release of Calcined Petroleum Coke. Trial September 2012.

Coffeyville, Kansas Oil Litigation - 2007 - Co-Lead Trial Counsel - Class action litigation involving the release and spill of crude oil during a flood into the Coffeyville, Kansas community.

Barton Chemical Release, Fire and Explosion - 2007 - Co-Lead Trial Counsel - Class action litigation in Wichita, Kansas involving a toxic chemical fire into this Wichita, Kansas community.

Neurontin Missouri State Class Action Litigation - *Judy v. Pfizer, St. Louis, Missouri* - 2007 - Lead Trial Counsel - Off-label medication consumer fraud.

CSX Train Derailment – 2007 – Train derailment in Painesville, Ohio. Co-Lead Counsel.

Avandia – 2007 – In Re: Avandia Marketing, Sales Practices and Product Liability Litigation. Co-Chair Discovery, Trial Team. Tried first class resulting in multi-million dollar settlement in national litigation.

Fema Trailer Formaldehyde Product Liability Litigation - 2008 – MDL# 1873 Co-Lead Trial Counsel – MDL# Mass Tort Class Action litigation involving temporary housing units contaminated with formaldehyde gasses distributed in connection with Hurricane Katrina.

Medtronic Sprint Fidelis - 2008 - In Re: Medtronic Inc, Sprint Fidelis Leads Products Liability Litigation MDL #1905 involving defective cardiac defibrillator products.

Vytorin - 2008 - In Re: Vytorin Products, MDL #1938 - Consumer fraud litigation involving drug Vytorin.

Digitek – 2008 – Products Liability Litigation MDL# 08-3167. Pending Application to PSC Discovery and Trial Committee.

Mississippi River Oil Spill Litigation – 2008 – Eastern District of Louisiana.

Apple iPhone - 2009 - In Re: 3G and 3GS "MMS" Marketing and Sales Practices Litigation - MDL #09-2116 - Eastern District of Louisiana

DePuy Hip Litigation – 2011- In RE: Frank W. Graves, Jr., et al v. DePuy Orthopaedics, et al MDL 10-2197 - Southern District of Mississippi

PHI Helicopter Crash -January 2012 - Yelton, et al v. PHI, Inc. - Eastern District of Louisiana. Multi-million dollar settlements for eight (8) oilfield workers killed in the crash. – MDL # 2179 – Eastern District of Louisiana

Deepwater Horizon Rig Explosion – July 2011 - Roshto, et al v. Transocean Ltd., et al - Eastern District of Louisiana. Highest wrongful death settlement /verdict reported for a single casualty in America according to Jury Verdict Research reporters 2012.

Deepwater Horizon Rig Explosion – March 2012 - Williams, et al v. Transocean Ltd., et al - Eastern District of Louisiana. Multi-million dollar settlement for surviving chief Electrician and the rig.

Deepwater Horizon Rig Explosion - 2010 - Harris, et al v. BP, PLC, et al - Eastern District of Louisiana, Multi-million dollar settlement for chief cook aboard the rig. March 2012

In RE: New Mexico United States Weapon Research Environmental Contamination Litigation. January 2012

In RE: Hanford Nuclear Reservation Environmental Contamination Litigation, Washington. January 2012

In RE: Government of Nigeria v. Chevron Offshore U.S.A. natural gas well-blowout and spill. January 2012



Attorney Ronnie Penton

Penton Law Firm

- Attorney Penton was the first Attorney to file a lawsuit related to the Deepwater Horizon Disaster, which he filed on behalf of a 23 year old oil field worker who died aboard the rig in the explosion.
- Attorney Penton was the first to file numerous injunctions and restraining orders against BP, in order to preserve crucial time-sensitive evidence immediately after the oil rig explosion – evidence which has proven essential to the preparation of the BP cases for trial, and to securing the pending Settlement.
- Attorney Penton has represented numerous noteworthy clients in the BP litigation - including Mike Williams - who became the face of the BP disaster after his interview by Scott Pelly was aired nationwide on “60 Minutes” in May of 2010.
- The Penton Law Firm, headed by Attorney Ronnie Penton, was designated by the U.S. Federal Government as a “Party In Interest” in the litigation commenced against BP under the Oil Pollution Act, leading to his role as lead and sole counsel on behalf of ALL Claimants in the eleven month *US Coast Guard and Minerals Management Services Trial*, all of which is archived and viewable on C-SPAN (May, 2010 – April, 2011). This trial produced nearly all the critical evidence surrounding the facts and circumstances of the Deepwater Horizon disaster, and the environmental damages ensuing in the Gulf.

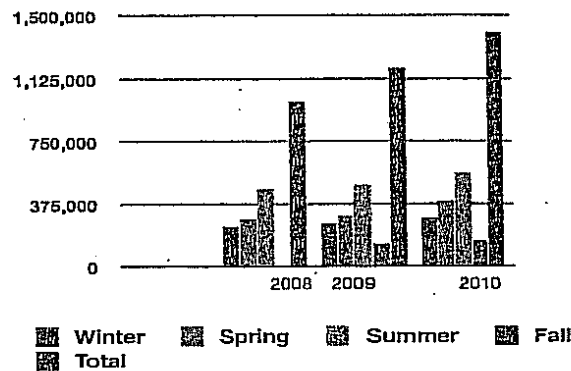
Attorney Ronnie Penton

Penton Law Firm Continued...

- Attorney Penton was directly requested, by the U.S. Congress and the U.S. President, to produce documents and witnesses related to the BP disaster, which were used by both the Presidential Commission and Congressional Investigation into the causes of the Deepwater Horizon disaster.
- Attorney Penton was integrally involved in coordinating the year-long deposition program for the Plaintiff's Steering Committee in the BP Multi-district litigation, and personally conducted the depositions of multiple high-level BP Executives, in both the United States and Great Britain.
- Attorney Penton was prepared to go to trial against BP on February 27, 2012, prior to the commencement of Settlement negotiations, in order to ensure that both the people and the businesses affected by the BP Oil Spill would receive fair and efficient compensation in the courts.
- Attorney Penton remains prepared to investigate and negotiate all potential claims against BP as a result of the Deepwater Horizon Disaster, and thoroughly understands the process for evaluating claims within the terms and formulas outlined in the Proposed BP Settlement.
- Attorney Penton has developed an excellent professional relationship over the past 25 years with the Claims Administrator for the BP Settlement, Patrick Juneau, who knows of Attorney Penton's track record of success in both the Courtroom and the Claims negotiation process. Mr. Juneau has worked with Attorney Penton in the past as a Special Master/Claims Administrator on many significant national disasters, and will continue to work with Attorney Penton to award maximum compensation to each and every Claimant.

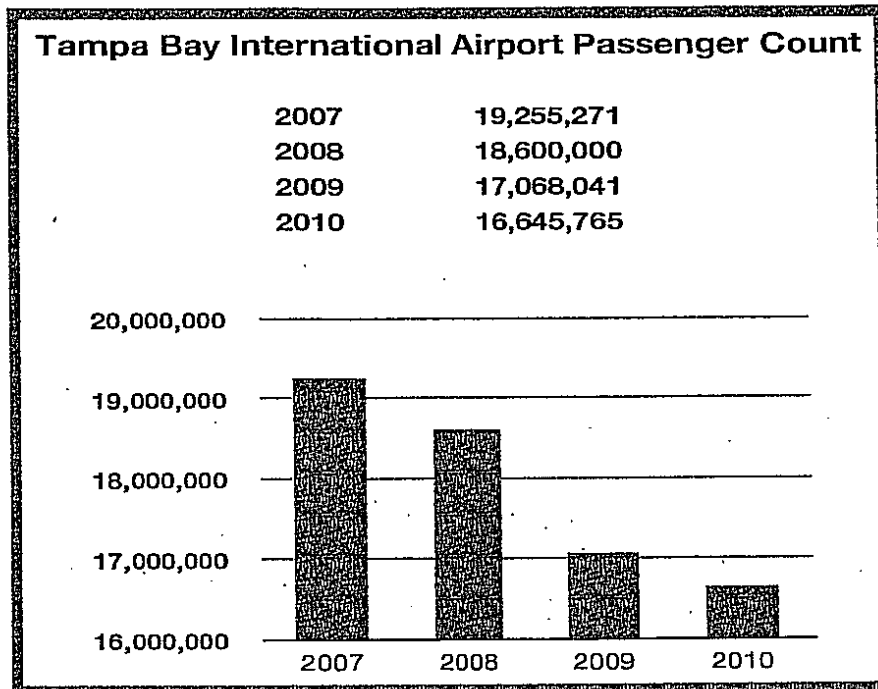
Panama City Beach Convention and Visitors Bureau - Tourist visitor count
The Klages Group, Tampa, FL (based on resort tax collections)

Season	2008	2009	2010 (proj)
Winter	239,900	260,700	289,400
Spring	282,200	302,800	393,100
Summer	465,800	488,100	563,300
Fall		136,300	165,400
	989,908	1,189,909	1,401,200

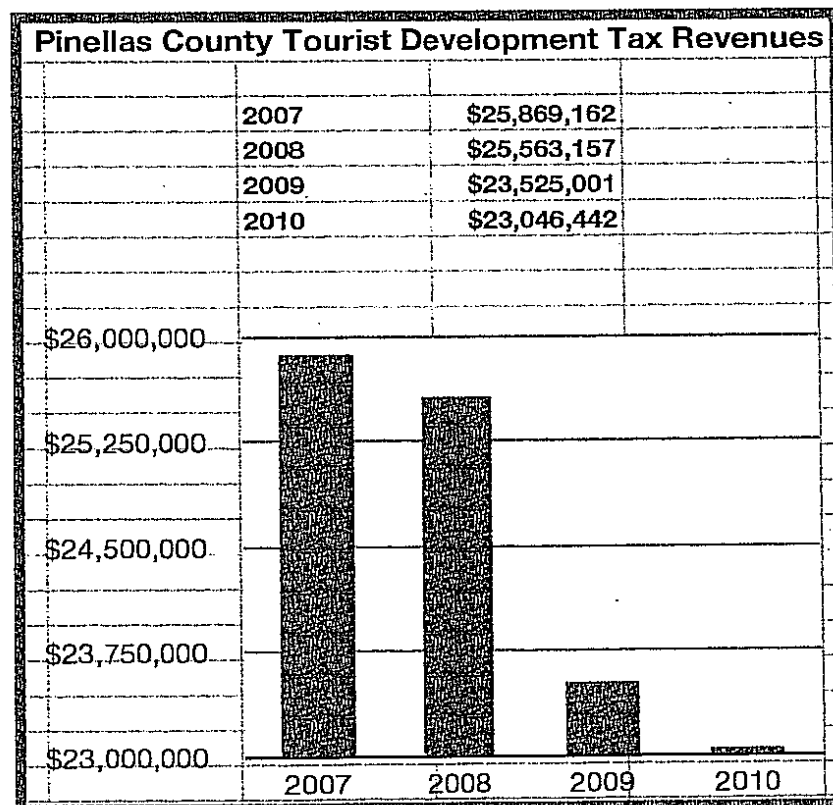


Passenger statistics from the Tampa Bay International Airport confirm that that the passenger count was set to increase in 2010. The decrease in passengers in 2008 and 2009 was attributable to the economy and the recession. A comparison of March 2009 and March 2010, show that the number of passengers increased by 16%. Then, after the Spill, the numbers tumbled. Between 2007 and 2010, the passenger count declined by 14%, or 2,600,000.⁵

⁵ Tampa Bay International Airport Authority, Financial Statements, www.tampaairport.com/about/facts/index.asp.

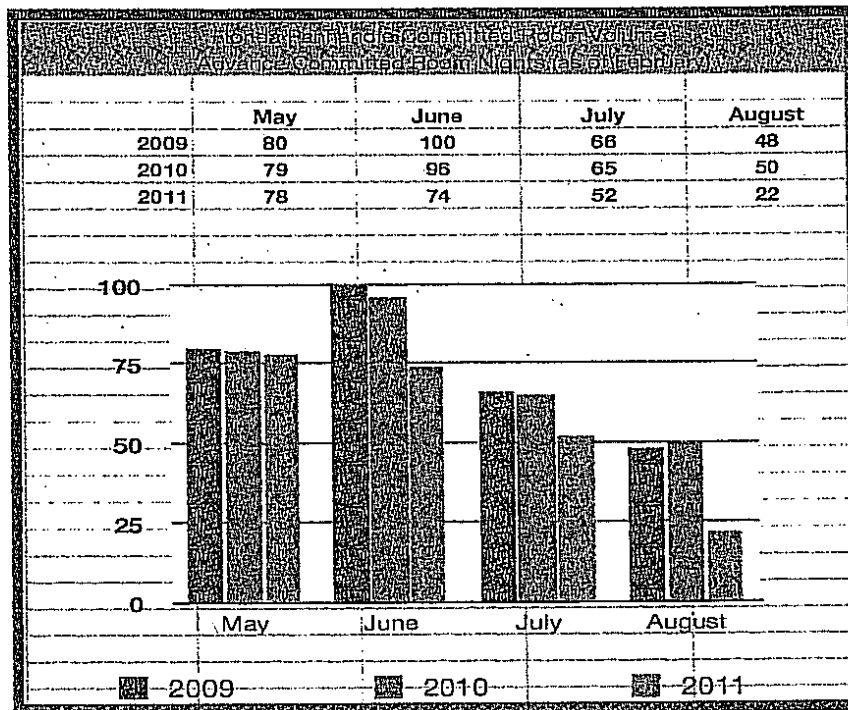


Pinellas County Tourist Development Tax reports a 10% drop in revenues. A significant portion of tax revenues comes from the resort accommodation tax.⁶ If not for the Oil Spill, revenues should have increased 10% at a minimum.



⁶ Pinellas County Tax Collector, "Tourist Development Tax Collections, 2005-2010.

The hospitality industry continues to suffer the affects of the Spill. An industry trade magazine recently published results of advance bookings for rooms specific to Florida.⁷ The lodging statistics (see table below), which apply equally to all regions of Florida, are indicative of an entire tourist-based economic sector that remains negatively affected by the Spill.



⁷ Lodging Magazine, "Current Outlook," May 2011.

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

Issue Considered: Authorize the City Manager to enter into an agreement with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless for temporary placement of portable cellular phone tower at 3300 Gulf Blvd.

Date: June 12, 2012

Prepared By: Michael P. Bonfield, City Manager MB

Summary of Issue: Verizon Wireless is requesting the use of the westernmost four parking spaces on the north side of the Don Vista Cultural Arts Center from August 15-September 12, 2012 for a portable cellular tower to be used during the Republican National Convention. A similar tower was placed on the Don Cesar property during the recent St. Petersburg Grand Prix; however, they are unable to use the space for this event. The agreement provides for the proper insurance and indemnification, as well as a one-time fee of \$2,000 which could be retained by the City or donated to Suntan Arts Center for any inconvenience the activity may cause.

Requested Motion: “I move to authorize the City Manager to enter into an agreement with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless for temporary placement of portable cellular phone tower at 3300 Gulf Blvd.”

Attachments: Agreement

City of St Pete Beach

AGREEMENT

This Agreement made this _____ day of _____, 2012, between **The City of St Pete Beach**, with an address at 155 Corey Avenue, St. Pete Beach, Florida 33706, hereinafter referred to as "Licensor" and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless**, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "Licensee".

1. Licensor does hereby grant unto Licensee a license to use a 30' by 35' parcel located at 3300 Gulf Blvd., St. Pete Beach, Florida 33706 which parcel is hereinafter referred to as the "Property", which is more described further on Exhibit A attached hereto and made a part hereof, together with the right to place upon the Property a communications facility ("Facility"). The Licensor also grants unto the Licensee the non-exclusive right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. Said right-of-way and Property are generally described on Exhibit A attached hereto and made a part hereof. Further, the Licensee shall have the right to install and maintain conduits, pipes, cables and wires to its Facility within the Property as necessary to supply utility service and power to the Facility or as otherwise needed to service the Facility as reasonably determined by Licensee.

2. The term of this Agreement shall be for the period from August 15, 2012 to September 10, 2012

3. Licensee shall pay to the Licensor a onetime fee of Two Thousand Dollars (\$2,000.00) payable within forty five (45) days of full execution of this Agreement.

City of St Pete Beach

4. Licensee reserves the right to terminate this Agreement on thirty (30) days written notice and upon such termination Licensee will remove all of its equipment and improvements and restore the Property to its original condition.

5. Licensors and Licensee shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage. The Licensee shall provide a certificate of insurance to the Licensors as proof of said coverage, which shall contain a provision for thirty (30) days notice of cancellation to the Licensors. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

6. Licensors covenants that Licensee, upon performing the covenants set forth herein, shall peacefully and quietly have, hold and enjoy the Property. Further, Licensors covenants that Licensors is seized of good and sufficient title and interest to the Property and has full authority to enter into this Agreement.

City of St Pete Beach

7. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without the consent of the Licensor. As to any other parties, any sale, assignment or transfer must be with the written consent of the Licensor, which consent will not be unreasonably withheld.

8. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to:

Licensor: The City of St Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706

Licensee: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

(Signature Page to Follow)

City of St Pete Beach

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

The City of St Pete Beach

By: _____

Print Name: Mike Bonfield

Title: City Manager

LICENSEE:

Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless

By: _____

Hans F. Leutenegger
Area Vice President Network

Witness

Witness

Witness

Witness

City of St Pete Beach

Exhibit A
Description

(See attached depiction of Licensee Facility and the Property)



Parking lot at 3300 Gulf Boulevard St Pete Beach
Blue area depicts proposed Licensee Facility, measuring approximately 30' x 35'

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

Issue Considered: Designation of voting delegate for the 86th Annual FLC Conference

Date: June 12, 2011

Prepared By: Mike Bonfield, City Manager MB

Summary of Issue: Each municipality designates one official to be the voting delegate for the business meeting at the conference.

Requested Motion: “I move to nominate _____to be the St. Pete Beach voting delegate at the 86th Annual FLC Conference.”

Attachments: FLC May 8, 2012 memo



301 South Bronough Street, Suite 300 ♦ Post Office Box 1757 ♦ Tallahassee, FL 32302-1757
(850) 222-9684 ♦ Fax (850) 222-3806 ♦ Web site: www.flcities.com

TO: Municipal Key Official
FROM: Michael Sittig, Executive Director
DATE: May 8, 2012

SUBJECT: 86th Annual FLC Conference – *FLC University; A Commitment to Life Long Learning*

VOTING DELEGATE AND RESOLUTION INFORMATION
August 23-25, 2012 – Westin Diplomat, Hollywood

As you know, the Florida League of Cities' Annual Conference will be held at the Westin Diplomat, Hollywood, Florida on August 23-25. This year we are celebrating *FLC University; A Commitment to Life Long Learning*, which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2011.

Registration materials will be sent to each municipality the week of June 1st. Materials will also be posted on-line. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. **Proposed resolutions must be received by the League no later than July 18, 2012.**

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 15, 2012.**

Attachments: Form Designating Voting Delegate
Procedures for Submitting Conference Resolution

**86th Annual Conference
Florida League of Cities, Inc.
August 23-25, 2012
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

**Procedures for Submitting Resolutions
Florida League of Cities' 86th Annual Conference
Westin Diplomat
Hollywood, Florida
August 23-25, 2012**

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 18, 2012, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.

Important Dates

May 30, 2012

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 29

Appointment of Resolutions Committee Members

July 18

Deadline for Submitting Resolutions to the League office

August 23

League Standing Council Meetings
Resolutions Committee Meeting
Voting Delegates Registration

August 25

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a purchasing agreement with Morelli Landscaping, Inc. in the amount of \$312,970 for landscape and irrigation improvements on the FDOT right-of-way.

Date: June 12, 2012

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City has been awarded FDOT Beautification Grants for FDOT right-of-way within the City limits to landscape the new and existing medians. These grants cover the landscape design, purchase and installation. There is no City match but we must pay the cost of irrigation and any electrical work desired.

We received two (2) bids to perform the landscaping and irrigation installation:

Morelli:

Landscaping \$237,481

Irrigation \$75,489

TOTAL \$312,970

ValleyCrest:

Landscaping \$323,808

Irrigation \$112,300

TOTAL \$436,108

The City has \$247,400 in remaining grant funds to cover all of the landscaping costs. The irrigation costs are budgeted to come from the allocation from the County that we should receive October 2012. The electrical costs have yet to be determined. The electrical conduits are installed for the new medians and we have had a preliminary discussion with Progress Energy, but this part of the project will be addressed at a later time. For now we are focused on getting the landscaping and irrigation installed prior to the Republican National Convention that is scheduled for the end of August.

Requested Motion: "I move to authorize the City Manager to enter into a purchasing agreement with Morelli Landscaping, Inc. in the amount of \$312,970 for landscape and irrigation improvements on the FDOT right-of-way."

Attachments: Purchasing Agreement

Reviewed by
City Manager:

MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Landscape Improvements

THIS AGREEMENT is hereby executed this 12th day of June, 2012, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Morelli Landscaping, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

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

2. Vendor shall deliver the goods, or provide the services, described herein as substantially complete no later than October 1st, 2012.

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

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$312,970, as full consideration for the goods or services provided hereunder.

5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from

the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a single combined limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City.

10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the City or not.

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

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

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

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

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

As to Vendor:

Morelli Landscaping, Inc.
4855 162nd Ave. North
Clearwater, FL 33762

As to City:

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

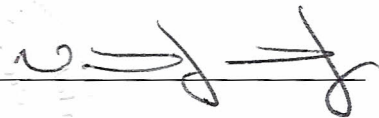
16. To the extent that any terms in the attached proposal conflict with the terms of this agreement, the terms of this agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

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

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

Morelli Landscaping, Inc.
Vendor

BY



Vincent J. Morelli, Jr., PRES.
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY

CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004

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

Issue Considered: Public Hearing for Variance 2012-0016, requesting the construction a sundeck seaward of the City Coastal Construction Excavation Setback Line.

Date: June 12, 2012

Prepared By: George Kinney, AICP, Community Development

Summary of Issue: Applicant/owner desires to construct a sundeck seaward of the City Coastal Construction Line. The structure is proposed at approximately 3,500 square feet (35'x100') and would be located toward the end of an unimproved parking area and adjacent the controlled beach area that compliments and/or serves Rum Runners bar and grill. Section 3.12(b) of the Land Development Code requires any such variance request to the city's coastal control line shall be made directly to the city commission. (Quasi-Judicial)

Requested Motion: "I move to approve Variance 2012-16"

Attachments: Staff report, site and aerial photographs, site plan, landscape plan, variance application, legal ad, hearing notice, and property owner notice.

Reviewed by City Manager: MB

City of St. Pete Beach, Florida
Variance Application No. 2012-0016
City Commission Public Hearing - June 12, 2012

I. Property Information

Address: 5300 Gulf Boulevard – Sirata Beach Resort
Owner: Nicklaus of Florida, Inc.
Agent: Harry Gregg Nicklaus, President

Existing Use: Hotel Resort and Conference Center
Zoning: LR (Large Resort District)

II. Request/Code Requirements

Applicant/owner desires to construct a sundeck resulting in the following Variance request:

- A. Section 25.5(a) of the Land Development Code – no person, municipality, county or other public or private agency shall develop or cause any development seaward of the CCSBL.

III. Background Information

Applicant/owner desires to construct a sundeck seaward of the City Coastal Construction and Excavation Setback Line. The structure is proposed at approximately 3,500 square feet (35'x100') and would be located toward the end of an unimproved parking area and adjacent the controlled beach area that compliments and/or serves Rum Runners bar and grill (see photos).

The sundeck has been partially constructed and a 2009 aerial photograph suggests that a substantial amount of vegetation existed in this location prior to the partial construction of the deck. Applicant/owner has provided a planting plan with the submission which includes 60 (1 gallon sea oat), 60 (1 gallon dune sunflower), 60 (4" railroad vine), 34 (3 gallon petite oleander), 4 (3 gallon red oleander), and 2 (7 gallon cardboard palm).

Applicant/owner has articulated in his rationale for variance a desire to use more of the resort land for guest enjoyment and that this sundeck would replace another existing one that is currently being re-purposed.

IV. Analysis/Summary

Section 3.12 of the land Development Code sets forth the conditions that an applicant must meet in order for a variance to be granted. In addition, staff would offer the following observations for Commission consideration and deliberation:

1. The walls constructed to define and control the beach area adjacent to the proposed sundeck are currently constructed seaward of the City Coastal Construction Excavation Setback Line and should be included in this request.
2. The sundeck has been partially constructed and the 2009 aerial photograph suggests that a substantial amount of vegetation existed in this location prior to the partial construction of the deck.
3. It is not known if any dunes have been impacted by the partial construction of the sundeck. Additional land development code provisions may apply pending this determination.

Site Photos



Seaward from unimproved parking area across partially constructed sundeck



Toward resort past Captain Dave jet ski corral



Toward unimproved parking area



Toward resort through controlled beach area



Toward resort

Relevant Code Provisions

Division 3 – Administration of the Land Development Code

Sec. 3.12. - Variances.

(a) Authority and approval criteria.

- (1) The appropriate board of authority may authorize variances to the land development regulations if the applicant is able to demonstrate the following conditions:
 - (a) The existence of conditions and circumstances that are peculiar to the subject land, structure or building and do not apply generally to neighboring lands, structures or buildings in the same district which have complied with these regulations without hardship; that the strict application of the provisions of the land development regulations would deprive the applicant of reasonable use of such land, structure or building; and the peculiar conditions and circumstances are not the result of the actions of the applicant; and
 - (b) Neither a nonconforming use of neighboring lands, structures or buildings, legal or illegal, in the same district, nor a permitted use in adjacent districts shall be considered as grounds for issuance of a variance; and
 - (c) The proposed variance will not have the effect of changing any district boundary on the zoning map, nor constitute the granting of a nonconforming use. Under no circumstances shall a variance permit an increase in development density or permit a use not specifically permitted in the district; and
 - (d) The granting of a variance will be in harmony with the general purpose and intent of the land development regulations and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In granting the variance, the appropriate board of authority may prescribe any conditions and safeguards it deems necessary or desirable as a condition of approval of the variance application; and
 - (e) The appropriate board of authority finds as a reasonable conclusion that hardship would unnecessarily result from a literal enforcement of the provisions of the land development regulations as set forth in the application, and the variance proposed is the minimum variance that will make possible the reasonable use of the land, structure and building.

Division 3 – Administration of the Land Development Code

Sec. 25.5. - Prohibitions.

- (a) Except as otherwise provided herein, no person, municipality, county or other public or private agency shall develop or cause any development seaward of the CCSBL.

5300 Gulf Boulevard
Commission Variance Case #2012-0016



Proposed Sundeck – Red
City CCCL – Green



5300 Gulf Boulevard
Commission Variance Case #2012-0016



Type	Quantity
Sea Oats (Uniola Paniculata)	60 (1 Gallon)
Dune Sunflower (Helianthus Deblis)	60 (1 Gallon)
Railroad Vine (Ipomoea Paes-Capre)	60 (4")
Petite Oleander	34 (3 Gallon)
Red Oleander	4 (3 Gallon)
Cardboard Palm	2 (7 Gallon)

CELL 1



COASTAL CONSTRUCTION CONTROL LINE

Access Control Walls

BRICK PATIO
Gravel

3' BLOCK WALL

FOR LB1842

8.68'

FOR LB1021

743.00'

S 37°18'34" W

391.32'

BLOCK WALL

1/2.

NATIONAL REALTY HOLDINGS, INC.

UNDERGROUND PARKING

GOVERNMENT LOT 2
SHELL PARKING
18 SPACES
124.0'

COMPACTOR
SHED

ELEC BOX ON POST

DECK

HOT TUB

POOL HEATER

PUMP

TRANSFORMER

6 SPACES

NO PARKING

ASPHALT

13 SPACES

13 SPACES

BRICK
38.0'
25.0'
38.0'

POOL AREA

FOUNTAIN

STAIRS

POOL HUT

BALCONY

DECK BOX

CONC

HC

STAIRS

PUMP

POOL HEATER

STORAGE

CONC

BRICK

25.0'

38.0'

25.0'

38.0'

25.0'

38.0'

25.0'

33.5'

114.9'

348.65'

N 32°11'32" W

51.50'

N 20°22'00" W

115.9'

50.0'

124.1'

50.0'

117.5'

80.0'

62.1'

40.6'

FFE=7.45

2 STORY MASONRY BLDG.

HEIGHT=33.2

3842 sq.ft.

50.0'

124.1'

50.0'

117.5'

80.0'

62.1'

40.6'

2.3'

6 SPACES

HC

FFE=7.33

2 STORY MASONRY BLDG.

HEIGHT=24.5

6204 sq.ft.

50.0'

124.1'

50.0'

117.5'

80.0'

62.1'

40.6'

2.3'

6 SPACES

HC

FFE=7.54

2 STORY RESTAURANT

HEIGHT=26.5

3397 sq.ft.

50.0'

124.1'

50.0'

117.5'

80.0'

62.1'

40.6'

2.3'

6 SPACES

HC

FFE=7.47

2 STORY RESTAURANT

HEIGHT=26.5

3397 sq.ft.

50.0'

124.1'

50.0'

117.5'

80.0'

62.1'

40.6'

2.3'

6 SPACES

HC

FFE=7.45

2 STORY MASONRY BLDG.

HEIGHT=33.2

3842 sq.ft.

50.0'

124.1'

50.0'

117.5'

80.0'

62.1'

40.6'

2.3'

6 SPACES

HC

VARIANCE APPLICATION

Case Number: 2012-110

PROPERTY FOR PROPOSED VARIANCE

Legal Description: See attached
Parcel ID: 06-32-16-80172-000-0010
Address: 5300 Gulf Boulevard, St. Pete Beach, FL 33706
Current Zoning: LR FLUM Designation: LR Lot Area: _____
Existing Use: Resort Proposed Use: _____

APPLICANT/AGENT:

Name: Sirata Beach Resort
Address: 5300 Gulf Blvd
City: St. Pete Beach State: FL
Zip: 33706 Phone: 727-363-5100

PROPERTY OWNER:

Name: Nicklaus of Florida, Inc.
Address: Same
City: _____ State: _____
Zip: _____ Phone: _____

DETAILS OF THE REQUEST: Cite code sections for which variance is requested: (Add additional sheets if necessary)

Sirata is requesting a variance to the City Coastal Construction
line. Sirata would like to improve a section of its property
at the end of the parking lot to create a sundeck for its patrons.

Attach the following supporting documentation to this application:

- Recent survey of the property
- A site plan, drawn to scale, illustrating the proposed variance.

This application, together with all required supporting documents, shall be submitted by 12:00 noon on the stated filing date for the Board of Adjustment/City Commission. Failure to do so will delay your application to a later date. If any materials are missing or any part of this application is left blank, staff may refuse the application until such time as it is completed by the applicant.

In order for an application for a variance to be approved or approved with conditions, the Board of Adjustment or the City Commission must make a positive finding with regard to each of the provisions below, which are also located in Division 3 of the Land Development Code. The applicant has the burden of proof demonstrating that the application for the variance complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. Conditions and circumstances exist that are peculiar to the subject land, structure or building and do not apply generally to neighboring lands, structures or buildings in the same zoning district which have complied with these regulations without hardship.

The Sirata has significant amount of land west of the City Coastal Construction line and east of the State Coastal Construction line. The neighbors to the north and south each have improvements out beyond the State line and Sirata would like to be able to utilize more of its land for guest enjoyment..

2. The strict application of the provisions of the land development regulations would deprive the applicant of reasonable use of such land, structure or building.

Yes, the land is currently restricted from being improved.

3. The peculiar conditions and circumstances are not the result of the actions of the applicant.

The two Coastal Construction lines were arbitrarily created years ago by City and the State.

4. The proposed variance will not have the effect of changing any district boundary on the zoning map.

Correct

5. The variance shall not permit a non-conforming use or permit a use not specifically permitted in the zoning district.

This is a permitted use.

6. The variance shall not increase density or intensity over that which is permitted in the Comprehensive Plan.

It will not.

7. The granting of a variance will be in harmony with the general purpose and intent of the land development regulations and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

It is specifically identified as permitted use in the Comp Plan.

8. The variance proposed is the minimum variance that will make possible the reasonable use of the land, structure and building.

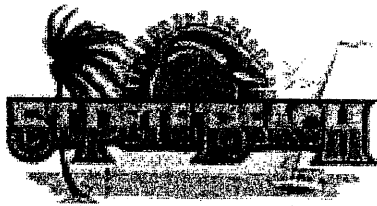
The area is being created to replace an existing sun deck that is being modified.

Signature of Applicant	Date	Signature of Authorized Agent	Date
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For office use only:

Hearing Date: _____ Fees: _____

Board Action: ☐ Approved as requested ☐ Approved with conditions ☐ Denied
☐ Continued



Community Development Department
155 Corey Avenue
St. Pete Beach, Florida 33706
727.363.9266
email: c.hartley@stpetebeach.org

VARIANCE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

CH

I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a variance. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a variance.

CH

On all variances, a majority vote is required. Action on this application by the BOA/City Commission may be continued to a later meeting.

CH

I understand that if a variance is approved by the BOA/City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the Board/City Commission becomes voided.

CH

I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

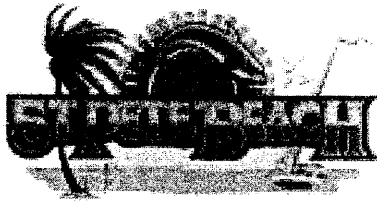
CH

I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

After acknowledgement of these conditions, complete the application form on the following pages.

Henry B. Melo
Signature of Applicant

5/10/12
Date



Owner's Authorization for Agent
Community Development Department
City of St. Pete Beach, Florida

I/WE Nicklaus of Florida, Inc.

(print name of property owner)

hereby authorize HARRY GREGG NICKLAUS

(print name of agent)

to represent me/us in an application for Variance

(type of application: variance, land use, zoning, etc)

Signature of owner

Signature of owner

H. Gregg Nicklaus

Print name of owner

Print name of owner

The foregoing instrument was acknowledged before me this 11th day
of May 2009, by H. Gregg Nicklaus, Pres. who
is personally known ☒ or produced _____ as
identification.

(Notary Signature)

5/11/12

(Date)

My commission expires _____



LEGAL DESCRIPTION: PARCEL 1

TRACT 1

The Southeasterly 75 feet of Tract "A" of SERATA REPLAT, according to plat thereof recorded in Plat Book 31, page 17, Public Records of Pinellas County, Florida, being a strip of land extending from the shores of the Gulf of Mexico to the West boundary of State Road No. 699 between parallel lines 75 feet apart at right angles to the Southeasterly boundary of said strip being the Southeasterly boundary of said Tract "A" of SERATA REPLAT; all being and lying in Section 6, Township 32 South, Range 16 East, Pinellas County, Florida.

TRACT 2

That certain tract of land in Government Lot 2, Section 6, Township 32 South, Range 16 East, extending from the Shores of the Gulf of Mexico to the Westerly line of State Road No. 699, formerly known as State Road No. 233 as described in Official Records Book 1363 page 90 (Clerk's Instrument No. 921433A), Pinellas County Records lying between parallel lines 250 feet apart at right angles, the Southeastern boundary of which lies parallel to and 200 feet at right angles in a Northwesterly direction from the Northwesterly boundary of BENNETT BEACH UNIT "A", as recorded in Plat Book 16, page 106, Public Records of Pinellas County, Florida, and as extended in a straight line to the Shores of the Gulf of Mexico and to said Westerly line of said State Road No. 699;

TRACT 3

The Northerly 75 feet of the following described Parcel: From the intersection of the Westerly boundary of Gulf Boulevard (an 80 foot right of way) with the North boundary of UNIT "A", BENNETT BEACH, according to the plat thereof recorded in Plat Book 16, page 106, Public Records of Pinellas County, Florida, as a POINT OF BEGINNING, run South 57°14'46" West 524.44 feet, more or less, along said North boundary of UNIT "A", BENNETT BEACH to a point on the mean high water Mark of the Gulf of Mexico, said point being designated as Point "A" for convenience, return to the POINT OF BEGINNING AND Thence North 22°54'18" West 203.49 feet along said Westerly boundary of said Gulf Boulevard; thence South 57°14'46" West 524.44 feet, more or less to the said mean high water mark; thence Southerly along said mean high water mark 203.49 feet, more or less to Point "A".

LEGAL DESCRIPTION: PARCEL 2

Tract "A", SERATA REPLAT, LESS the Southeasterly 75 feet thereof, according to plat thereof recorded in Plat Book 31, page 17, Public Records of Pinellas County, Florida, (being a strip of land extending from the shores of Gulf of Mexico to the West boundary of State Road No. 699, between parallel lines 321 feet apart at right angles, the Northwesterly boundary of said strip being the Northwesterly boundary of said Tract "A", SERATA REPLAT).

THE ABOVE PARCELS ARE CONTIGUOUS ALONG THEIR RESPECTIVE COMMON LINES WITHOUT GAP, GORE OR HIATUS.

104
FY - 10/02/98
6/10/03

CITY OF ST. PETE BEACH

NOTICE OF PUBLIC HEARING

The City of St. Pete Beach **City Commission** will conduct public hearing on **Tuesday June 12, 2012 at 6:00 P.M.** at City Hall, 155 Corey Avenue, to receive comments on the following case:

Case 2012-0016: Applicant: Greg Nicklaus. Subject Property: Sirata Beach Resort, 5300/5390 Gulf Boulevard. Applicant requests a variance from Section 25 of the Land Development Code to build a patio seaward of the City's Coastal Construction and Excavation Setback Line.

Copies of the application are available at City Hall in the Community Development Department. Written comments on the proposed ordinances may also be submitted to the above City department. For further information regarding any advertised public hearing, please contact the Community Development staff at (727) 363-9265.

All interested parties will be heard. The foregoing hearings may be continued to another meeting. If a person decides to appeal any decision made at this hearing, they will need a record of the proceedings and, for such purpose, 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 (F.S. 286.0105). The City does not furnish verbatim transcripts. Interested parties should make the necessary arrangements for verbatim transcripts.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact Public Services, no later than four days prior to the proceeding at (727) 363-9243 for assistance; if hearing impaired, contact the Florida Relay Service Numbers, (800) 955-8771 (TDD).

Catherine Hartley, AICP, Senior Planner

To be published one time only in the Times Neighborhood/Beaches Section on or before Sunday June 3, 2012.



**CITY OF ST. PETE BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
727-363-9265**

May 29, 2012

**City Commission
NOTICE OF PUBLIC HEARING
Hearing Date: June 12, 2012 at 6:00 P.M.
City Commission Chambers
155 Corey Avenue
St. Pete Beach, Florida 33706**

**Case No.: 2012-0016
Address: 5300/5390 Gulf Blvd.
Owner: Greg Nicklaus
Request: Applicant requests variance from Section 25 of the Land
Development Code to build a patio seaward of the City's Coastal
Construction and Excavation Setback Line.**

You are hereby notified that a variance application for the above-referenced request has been filed with the Community Development Department. Records indicate that you own property within 300 feet of this property. The application is on file with the Community Development Department, which is located on the first floor in City Hall, 155 Corey Avenue, St. Pete Beach. Interested persons are urged to examine the application materials prior to the scheduled hearing date. Individuals who wish to object to the request may either appear at the hearing or file their objection in writing with the Community Development prior to the hearing date. If the objection is in writing, it should refer to the assigned case number and specify the grounds for the objection. Written objections will be presented to the City Commission for consideration. **The Community Development Department may be contacted by telephone at 727-363-9265 or by email at cddirector@stpetebeach.org.** This public hearing is part of a quasi-judicial proceeding and is subject to special rules and procedures relative to evidence and appeals. Discussions with any board member will be disclosed at the public hearing. Appeals of the decision are by petition for writ of certiorari to the Circuit Court. Persons appealing a decision will need a record of the proceedings and may need to ensure that a verbatim record is made, including testimony and evidence upon which the appeal is based. The City does not provide verbatim transcripts.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact Public Services, no later than seven days prior to the proceeding at (727) 363-9243 for assistance; if hearing impaired, contact the Florida Relay Service Numbers, (800) 955-8771 (TDD).

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

Issue Considered: First reading of Ordinance 2012-09, amending subsection (v) of Division 1, Article III, Chapter 82, Section 82-137 of the Code of Ordinances; as it relates to stopping, standing or parking of vehicles.

Date: June 12, 2012

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue: The attached ordinance amends subsection (v) of Division 1, Article III, Chapter 82, Section 82-137 of the Code of Ordinances; as it relates to stopping, standing or parking of vehicles.

This amendment is in response to the request of residents residing in the immediate area of 64th Avenue, and First thru Fourth Palm Point Streets in regards to weekend and holiday parking issues.

Passage of Ordinance 2012-09 will provide for the following changes to the existing parking regulations.

Section 82-137:

Sub Section (v) Addition – Will require display of a valid “B” permit 9am to 5pm Saturdays – Sundays and Holidays on each side of :

64th Avenue between 425 64th. Avenue and 3rd. Palm Point
67th. Avenue between Gulf Winds Drive and Bay St.
Bay St. between Gulf Winds Drive and 64th. Avenue
First thru Fourth Palm Point Streets;

Parking Maps to be updated upon passage.

The City Attorney has reviewed Ordinance 2012-09 and has approved same to form.

Requested Motion: “I move for the adoption of Ordinance 2012-09. . . (read title).”

Attachments: Ordinance 2012-09

Reviewed By:
City Manager: MB

ORDINANCE NO. 2012-09

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF SUBSECTION (v) OF SECTION 82-137 OF DIVISION 1 OF ARTICLE III OF CHAPTER 82 OF THE CODE OF ORDINANCES, PERTAINING TO STOPPING, STANDING AND PARKING OF VEHICLES; PROVIDING FOR AMENDMENT OF THE CITY PARKING MAPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to improve the traffic and parking control regulations pertaining to city streets and city controlled parking areas within the city; and

WHEREAS, the City Commission has found this ordinance to be in the best interest of the health, safety and welfare of the citizens of the city;

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA HEREBY ORDAINS:

SECTION 1. Subsection (v) of Section 82-137 of Division 1 of Article III of Chapter 82 of the Code of Ordinances, pertaining to stopping, standing and parking of vehicles, is hereby amended thereto as follows:

(v) The following city streets shall require a "B" permit for parking from 9:00 a.m. to 5:00 p.m. Saturdays, Sundays and Holidays on each side of the street, as designated on the city parking maps:

64Th. Avenue between 425 64th. Avenue and Third Palm Point;
67th. Avenue between Gulf Winds Drive and Bay St.;
Bay St. between Gulf Winds Drive and 64Th. Avenue;

First thru Fourth Palm Point Streets;

SECTION 2. If any portion, part or section of this ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 3. All ordinances or parts of ordinances, in conflict herewith, are hereby repealed, to the extent of such conflict.

SECTION 4. This Ordinance shall become effective immediately upon final passage as provided by law.

Steve McFarlin, MAYOR

FIRST READING : _____

PUBLISHED : _____

SECOND READING : _____

PUBLIC HEARING : _____

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this __
_____ day of _____, 2012.

Rebecca Haynes City Clerk

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

Issue Considered: Resolution 2012-04 declaring as surplus five City vehicles and authorization for the City Manager to dispose of same.

Date: June 12, 2012

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds, Finance Director

Summary: This is a request to declare as surplus:

- (1) One 2001 FORD EXPLORER, 62,333 Miles, VIN 1FMZU72E51ZA69952 – assigned to the Fire Department and already replaced by a new vehicle as part of the vehicle replacement plan.
- (1) One 2002 FORD EXPEDITION, 92,614 Miles, VIN 1FMRU16W82LA24556 – assigned to the Fire Department and already replaced by a new vehicle as part of the vehicle replacement plan.
- (1) One 2006 FORD EXPLORER, 95,822 Miles, VIN 1FMEU72E26UB03168 – assigned to the Police Department and scheduled to be replaced upon arrival of newly ordered vehicle as part of the vehicle replacement plan.
- (1) One 2007 FORD EXPLORER, 89,765 Miles, VIN 1FMEU73877UB13057 - assigned to the Police Department and scheduled to be replaced upon arrival of newly ordered vehicle as part of the vehicle replacement plan.
- (1) One 2007 FORD EXPLORER, 98,800 Miles, VIN 1FMEU73877UB13058 - assigned to the Police Department and scheduled to be replaced upon arrival of newly ordered vehicle as part of the vehicle replacement plan

Upon passage said vehicles will be disposed of in a manner required by law

Requested Motion: “I move to approve Resolution 2012-04(read title)”

Attachments: Resolution 2012-04

Reviewed by:
City Manger: MB

RESOLUTION 2012- 04

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA DECLARING AS SURPLUS CERTAIN CITY VEHICLES AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAME.

The Board of Commission of the City of St. Pete Beach, Pinellas County, Florida at a regular meeting duly assembled on Tuesday, June 12, 2012 resolves as follows:

WHEREAS, the Board of Commission of the City of St. Pete Beach, Pinellas County, Florida have determined at the present time that the following City vehicles have been declared surplus:

Year:	Dept:	Make:	Model:	Mileage:	VIN Number:
2001	FD	FORD	EXPLORER	62,333	1FMZU72E51ZA69952
2002	FD	FORD	EXPEDITION	92,614	1FMRU16W82LA24556
2006	PD	FORD	EXPLORER	95,822	1FMEU72E26UB03168
2007	PD	FORD	EXPLORER	89,765	1FMEU73877UB13057
2007	PD	FORD	EXPLORER	98,800	1FMEU73877UB13058

WHEREAS, it has been determined that said City vehicles may be disposed of:

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

BE IT RESOLVED:

That the City Commission of St. Pete Beach, Pinellas County, Florida, authorizes the City Manager to dispose of the above referenced City vehicles in the manner required by law.

INTRODUCED AND PASSED by the City Commission of St. Pete Beach, Pinellas County, Florida on this 12th. Day of June, 2012.

Steve McFarlin, Mayor

Rebecca Haynes , City Clerk